SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

GILBERT P. HYATT 3000 K Street NW, Suite 600 Washington, DC 20007[1] *Plaintiff,* v. **MICHAEL R. CAPUTO d/b/a MICHAEL CAPUTO PUBLIC RELATIONS,** 5352 Ferrari Avenue Ave Maria, FL 34142 **MICHAEL CAPUTO PUBLIC RELATIONS, INC.,** 15901 Collins Avenue, Apt. 904 Sunny Isles Beach, FL 33610 **JONN KEAMY,** 4924 Balboa Blvd. #112 Encino, CA 91316 **REGAL FINANCIAL,** 4924 Balboa Blvd. #112 Encino, CA 91316 **JOHN DOE NOS. 1-10,** **ABC ENTITY NOS. 1-10,** *Defendants.*	Case No. 2026-CAB-006262 **CIVIL ACTION** **COMPLAINT** **JURY TRIAL DEMANDED**

AMENDED COMPLAINT

Plaintiff Gilbert P. Hyatt ("Hyatt" or the "Plaintiff"), by and through its undersigned counsel, brings this action against Defendants Michael R. Caputo d/b/a Michael Caputo Public

[1] Substitute address provided pursuant to D.C. Super. Ct. Civ. R. 10-I(2).

Relations (“Caputo”), Michael Caputo Public Relations, Inc. (“MCPR”), Jonn Keamy (“Keamy”), Regal Financial (“Regal”), John Doe Nos. 1-10, and ABC Entity Nos. 1-10 (collectively, “Defendants”)[2], and states as follows:

PRELIMINARY STATEMENT

1. Plaintiff is an engineer, scientist, entrepreneur, philanthropist, and prolific inventor with more than 70 issued patents to his name. Plaintiff is a pioneer in microprocessor technology, having developed the single-chip Micro Computer in the 1960s.

2. Plaintiff has twenty-five allowable patent claims[3] pending before the United States Patent and Trademark Office (“USPTO”), which recite artificial intelligence (“AI”) that can help make the Nation stronger, and are consistent with President Donald J. Trump’s (“President Trump”) Executive Order Promoting Advanced Artificial Intelligence Innovation and Security.[4]

3. In addition to his inventions of advanced technologies, Plaintiff focused on philanthropic initiatives to benefit America, *inter alia*, in the area of international trade, consistent with President Trump’s “Fair and Reciprocal Plan” on trade,[5] and Congress’ powerful trade laws through the International Trade Commission (“ITC”).

4. As part of these philanthropic initiatives, Plaintiff has spent years creating a non-profit philanthropic foundation (“Foundation”) designed to help keep America a leader in the development and application (use) of AI through a trade initiative. Plaintiff’s non-profit Foundation has been ready for incorporation but has been promised final recommendations from the current Trump Administration (“Administration”) to help make America great again.

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[2] The yet-unidentified John Doe and ABC Entity defendants consist of officers, directors, members, managers, employees, agents, representatives, contractors, affiliates, subsidiaries, successors, predecessors, or other persons acting on behalf of or in concert with Defendant Caputo, Defendant MCPR, Defendant Keamy, or Defendant Regal.
[3] Terms such as “allowed” or “allowable” patent claims indicate that the patent claims do not have any outstanding objections or rejections but have not as yet been issued in a patent.
[4] Exec. Order No. 14409, 91 FR 34565 (2026).
[5] Presidential Memorandum on Reciprocal Trade and Tariffs, 90 FR 9837 (Feb. 13, 2025).

5. Plaintiff was first introduced to Defendant Caputo in January 2025 at the suggestion of Defendant Keamy, a paid consultant that had worked with Plaintiff for many years. Defendant Keamy claimed that he researched Defendant Caputo's background and was impressed by his capabilities. Defendant Keamy suggested that Defendant Caputo could arrange meetings between Plaintiff and high-level officials within the Administration, *inter alia*, due to Defendant Caputo's prior relationships with these officials.

6. Defendant Caputo presented himself as a former official within President Trump's First Administration and represented to Plaintiff that he had long-time personal relationships with several high-ranking officials of the Administration and could get them to work with Plaintiff for the benefit of America. Defendant Caputo also represented himself as the President of Michael Caputo Public Relations.

7. Unbeknownst to Plaintiff at the time, Defendant Caputo was not in fact the President of Michael Caputo Public Relations but was only a vice president of Defendant MCPR *circa* February 2025 when Defendant Caputo signed a contract as the President of Michael Caputo Public Relations. The position of President of Defendant MCPR *circa* February 2025 was instead held by Sergey Petrushin ("Petrushin"), a Russian entrepreneur and associate of Defendant Caputo. Upon information and belief, Petrushin worked with Defendant Caputo on a documentary supported by a member of the Russian intelligence community. Defendant Caputo failed to disclose to Plaintiff that Defendant Caputo was previously questioned about his relationship with this Russian associate as part of the United States House Permanent Select Committee on Intelligence's investigation into Russian interference in the 2016 U.S. presidential election and was investigated by the FBI regarding the documentary as recently as 2025. Defendant Keamy likewise failed to disclose these pertinent facts to Plaintiff.

8. The non-profit Foundation, *inter alia*, provided the ability for the exclusion of infringing imports and thus the Defendants' Russian connections constituted a significant conflict of interest that the Defendants withheld from Plaintiff.

9. Relying on these representations, Defendant Keamy's suggestions, and Defendant Caputo's former position within President Trump's First Administration, and unaware of the significant Russia-related connections and investigations, Plaintiff engaged Defendant Caputo's services to further Plaintiff's philanthropic initiatives that was memorialized in a written contract ("Caputo Agreement").[6] Plaintiff's philanthropic initiatives included trade and education applications (uses) of Plaintiff's intellectual property for the benefit of America.

10. Defendant Caputo was informed about Plaintiff's philanthropic initiatives, some of which are described in a memorandum ("Memorandum")[7] that Defendant Caputo drafted and provided to the Director of the Domestic Policy Council Vince Haley ("Haley") and was provided to Defendant Keamy early in the engagement with Defendants Caputo and MCPR. These philanthropic initiatives according to Defendant Caputo, *inter alia*, included "to control worldwide development of artificial intelligence (AI) technology and secure tools helping the US prevail in trade negotiations with China." Defendant Caputo further understood the philanthropic services of the engagement through his work on an article[8] that he worked on with Plaintiff. Defendant Caputo understood more detail of the philanthropic initiatives of the engagement through his work on a "two pager"[9] that Defendant Caputo reviewed, edited, and provided to Haley later in the engagement, which Haley provided to the Under Secretary of Commerce for International Trade William Kimmitt ("Kimmitt"), which Haley provided to the White House Council, and which

[6] Exhibit A – the "Caputo Agreement."
[7] Exhibit B – the "Memorandum."
[8] Exhibit C – the "article."
[9] Exhibit D – the "two pager."

Defendant Caputo and Haley discussed with President Trump and White House Deputy Chief of Staff for Legislative, Political and Public Affairs, Michael James Blair ("Blair").

11. Defendant Keamy was informed about Plaintiff's philanthropic initiatives and was provided copies of and was familiar with the contents of the Memorandum and the "two pager."

12. Defendant Caputo was paid $10,000.00 per month covering ten months totaling $100,000.00. However, Defendant Caputo, *inter alia*, failed to disclose Russia-related conflicts of interest to Plaintiff, failed to render services as promised and obligated under the terms of the Caputo Agreement, and violated the confidentiality and other material provisions of the Caputo Agreement.

13. Defendants Keamy and Regal were paid for services rendered throughout the course of the engagement with Defendants Caputo and MCPR pursuant to a written contract ("Keamy Agreement)".[10]

14. Throughout the course of the engagement with Defendants Caputo and MCPR, Defendants made multiple other promises and representations on which Plaintiff relied to his detriment. All the while, Plaintiff's non-profit Foundation remained in pending status while Plaintiff spent valuable time and resources trusting Defendant Caputo's misguided professional advice. Defendants' conduct has not only harmed Plaintiff's prospective interests, *inter alia*, economic and property interests, but was damaging to the progress of America in vital fields that remain top national priorities, and has run counter to President Trump's initiatives, *inter alia*, to secure American technological dominance, drive American economic growth, and strengthen American national security. Defendants' actions have also significantly damaged Plaintiff's legacy regarding helping to make America great again.

[10] Exhibit E – the "Keamy Agreement."

15. Defendants' obstructive efforts, *inter alia*, to keep Plaintiff out of meetings and discussions of Plaintiff's philanthropic initiatives with Administration officials have harmed America and Plaintiff.

16. Once Defendants learned that Plaintiff's non-profit Foundation could have a trillion-dollar revenue-generating impact for America, as further detailed below, Defendants took active steps to sabotage Plaintiff's role in the non-profit Foundation, *inter alia*, (a) by keeping Plaintiff out of all meetings and direct communications with Administration officials, (b) by having unauthorized confidential communications with each other unbeknownst to Plaintiff, (c) by sharing confidential material with each other without prior authorization, (d) by disparaging Plaintiff's reputation, and (e) by discussing Plaintiff's confidential philanthropic initiatives and intellectual property with Administration officials without proper authorization, which resulted in significant damage to Plaintiff's philanthropic initiatives and the non-profit Foundation and thus Plaintiff's ability to benefit America.

17. Despite multiple demands from Plaintiff, Defendants have failed to deliver work product in the form of reports, documents, notes, or memoranda created pursuant to the Agreement.

18. Defendants used promises built on Defendant Keamy's prior work for Plaintiff and Defendant Caputo's former career in politics to build Plaintiff's trust, for the purpose of taking advantage of, *inter alia*, Plaintiff's innovative technology and intellectual property rights in order to enrich themselves financially and professionally. Defendants are now terminated but are in possession of valuable confidential information without adequate safeguards in place as specified in the Caputo Agreement and Keamy Agreement designed to protect Plaintiff's rights and reputation. This is even more concerning to Plaintiff given the connections Plaintiff now

understands Defendants have with identified and unidentified Russian individuals and entities. Plaintiff is concerned that Defendants intend on exploiting this confidential information to the detriment of Plaintiff, the non-profit Foundation, and America.

19. Defendants' breaches of the Caputo Agreement and Keamy Agreement, misrepresentations, purposeful interference, and continued malfeasances after the termination of Defendant Caputo and Defendant Keamy's engagements have caused Plaintiff to suffer damages, *inter alia*, regarding the progress of Plaintiff's non-profit Foundation and the protection of Plaintiff's confidential intellectual property that were designed to benefit America. Plaintiff has grave concerns, *inter alia,* for the confidentiality of his intellectual property and his professional reputation. This action is being brought to correct the injustices caused by Defendants, mitigate and rectify the damage already caused to Plaintiff and Plaintiff's non-profit Foundation, and to help benefit America through Plaintiff's non-profit Foundation, as further detailed below.

20. Benedict Arnold merely conspired to deliver the American fort at West Point into British hands, here the Defendants' actions cut into the heart of President Trump's directives regarding artificial intelligence. The Russian President Vladimir Putin stated, "Artificial intelligence is the future not only of Russia but of all of mankind … Whoever becomes the leader in this sphere will become the ruler of the world,"[11] as discussed below.

PARTIES

21. Plaintiff is a natural person, inventor and philanthropist residing in the State of Nevada. Plaintiff has numerous patents and pending patent applications before the USPTO. Plaintiff is the Founder of the non-profit Foundation known as the Pioneering AI Foundation (the "Foundation").

[11] Russian President Vladimir Putin's September 1, 2017, address to Russian students.

22. Defendant Caputo d/b/a Michael Caputo Public Relations is, upon information and belief, a natural person residing in the State of Florida at 5352 Ferrari Avenue, Ave Maria, FL 34142. Defendant Caputo is Defendant MCPR's purported Founder. Defendant Caputo conducts business within the District of Columbia.

23. Defendant MCPR is, upon information and belief, a public relations firm and company organized under the laws of the State of Florida with its principal place of business located at 15901 Collins Avenue, Apt. 904, Sunny Isles Beach, FL 33610. Defendant MCPR conducts business within the District of Columbia. Defendant MCPR claims to offer comprehensive public relations services and drive strategic communications results for companies, concepts, and campaigns. Aside from Defendant Caputo, Defendant MCPR purports to employee at least one other individual and is affiliated with one or more previously unidentified individuals.

24. Defendant Keamy is, upon information and belief, a natural person residing in the State of California at 4924 Balboa Blvd. #112, Encino, CA 91316. Defendant Keamy is the purported founder of consulting company Defendant Regal. Defendant Keamy conducts business within the District of Columbia.

25. Defendant Regal is, upon information and belief, a consulting firm purporting to be headquartered in California with its principal place of business located at 4924 Balboa Blvd. #112, Encino, CA 91316. Defendant Regal conducts business within the District of Columbia.

26. Plaintiff presently does not know the true names, legal identities, capacities, and responsibilities of certain persons and entities who participated in, directed, authorized, assisted, ratified, concealed, or otherwise contributed to the wrongful conduct alleged herein. Plaintiff therefore sues such defendants under the fictitious designations **John Does 1 through 10, and ABC Entities 1 through 10** (collectively, the "Doe Defendants").

27. Plaintiff will amend this Complaint to substitute the true names and capacities of the Doe Defendants when they become known through discovery or otherwise.

28. At all relevant times, each Doe Defendant was the agent, employee, servant, representative, principal, alter ego, joint venturer, co-conspirator, aider and abettor, participant acting in concert with, or joint tortfeasor of one or more of the other Defendants and acted within the course and scope of such relationship.

29. Whenever reference is made in this Complaint to any act or omission of any Defendant, such allegation shall be deemed to mean that each Defendant committed the act or omission individually and/or that the officers, directors, members, managers, employees, agents, representatives, contractors, affiliates, subsidiaries, successors, predecessors, or other persons acting on that Defendants' behalf committed, authorized, directed, ratified, approved, concealed, or participated in the act or omission while acting within the scope of their authority or relationship.

30. All conditions precedent to the filing and maintenance of this Complaint have been performed, waived, or excused.

JURISDICTION AND VENUE

31. This Court has personal jurisdiction over the Parties in this case.

32. Plaintiff, by filing this Complaint, consents to this Court exercising personal jurisdiction over him.

33. This Court has personal jurisdiction over Defendants pursuant to D.C. Code §§ 13-413(a)(2) – (a)(4). Defendants contracted to supply services in the District of Columbia, caused tortious injury in the District of Columbia by acts or omissions in the District of Columbia, and upon information and belief, regularly perform or solicit business in the District of Columbia and engage in a persistent course of conduct within the District of Columbia.

34. Moreover, Defendant Keamy has agreed to be bound in writing by two separate Protective Orders issued by two different United States District Court Judges in the District Court for the District of Columbia in 1:09-cv-001872-PLF and 1:19-cv-01779-CKK in which Plaintiff is a named party. Defendant Keamy has thereby subjected himself to the jurisdiction of courts within the District of Columbia.

35. This Court has subject matter jurisdiction over this action pursuant to D.C. Code § 11-921(a).

36. Venue is proper in this Court because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in the District of Columbia.

GENERAL ALLEGATIONS

37. Plaintiff re-alleges and incorporates by reference each preceding paragraph as though fully set forth herein.

38. At all relevant times, Defendants engaged in conduct that constituted one or more tortious acts or omissions causing injury to Plaintiff.

39. The wrongful conduct described herein was undertaken jointly, concurrently, in concert, or pursuant to a common design or plan among one or more Defendants and the Doe Defendants.

40. Each Defendant knew, or reasonably should have known, that the conduct alleged herein would create a foreseeable and unreasonable risk of injury to Plaintiff.

41. Each Defendant substantially assisted, encouraged, facilitated, directed, authorized, ratified, concealed, or otherwise materially contributed to the commission of the wrongful acts alleged herein.

42. To the extent discovery reveals that one or more Defendants acted through agents, employees, contractors, affiliates, alter egos, intermediaries, or undisclosed principals, Plaintiff alleges that such persons acted within the scope of their authority, agency, employment, or other legal relationship, rendering the responsible Defendants liable under applicable law.

43. Plaintiff is informed and believes, and on that basis alleges, that each Defendant had actual or constructive knowledge of the material facts giving rise to the wrongful conduct and nevertheless participated in, approved, or failed to prevent such conduct despite having the ability and duty to do so.

44. Plaintiff further alleges that Defendants knowingly acted in concert or provided substantial assistance to one another in accomplishing the tortious conduct, thereby rendering each legally responsible for the injuries resulting from the common course of conduct to the extent permitted by District of Columbia law.

45. As a direct and proximate result of Defendants' acts and omissions, Plaintiff suffered injury, damages, and other legally compensable harm in an amount to be proven at trial.

46. Plaintiff is presently unable to identify all persons and entities who participated in the wrongful conduct because relevant information is within the possession, custody, or control of Defendants and third parties. Plaintiff intends to conduct discovery to ascertain the identities and roles of those persons and entities and will seek leave to amend this Complaint as justice requires.

47. Unless otherwise specifically alleged, whenever this Complaint refers to "Defendants," that term includes each named Defendant together with each Doe Defendant determined through discovery to have participated in or to be legally responsible for the conduct alleged herein.

SPECIFIC ALLEGATIONS

A. THE NON-PROFIT FOUNDATION

48. Defendant Caputo briefly described the non-profit Foundation in the Memorandum that Defendant Caputo provided to Haley and to Defendant Keamy early in the Defendant Caputo engagement as follows:

> "To do this, a non-profit foundation has been created to use the intellectual property and cash donations from licensing of the patent to give young Americans STEM education and innovation training in high school, college and technical school.
> …
> The foundation has not yet been incorporated so it can include guidance from the Trump Administration, including mission, governance and name of the organization."'[12]

49. The non-profit Foundation is briefly described in the draft article that Defendant Caputo worked on with Plaintiff as follows:

> "Metaphorically speaking, God gave us gifts to pass on to America on her 250th birthday including innovation, protection from foreign entities, a vehicle (which is the non-profit "Pioneering AI Foundation"), and various philanthropic projects. The non-profit Foundation is powered by special bipartisan Congressional statutes to help protect America from foreign economic invasion and is focused on helping to implement the President's order—'From this day forward, it'll be a policy of the United States to do whatever it takes to lead the world in artificial intelligence.'"[13]

50. The non-profit Foundation is further briefly described as follows in the "two pager" that Defendant Caputo reviewed, edited, and later in the engagement provided to Haley, which Haley then provided to Kimmitt, and which Defendant Caputo and Haley discussed with President Trump and Blair:

> "The President directed 'From this day forward, it'll be the policy of the United States to do whatever it takes to lead the world in artificial intelligence.'[14] The non-profit 'Pioneering AI Foundation' is the epitome of this directive ('whatever it takes') because it represents the only pioneering AI intellectual property rights that are still alive and because it provides the President with significant negotiating 'cards' and access to Congressional power to deal with unfair foreign trade practices at no risk or cost to America.

[12] *See* Exhibit B – the "Memorandum."
[13] *See* Exhibit C – the "article."
[14] *See* Fox News Digital, July 23, 2025, titled "Trump declares US will win global AI race during executive order signing ceremony: 'Whatever it takes' ".

> …
> Moreover, the non-profit Foundation has been extensively thought-out, planned, and implemented over the decades by the founders with the help of attorneys, labor unions, corporate colleagues, and consultants. Significant protections are built-in to assure that the successors of the founders cannot 'milk' the non-profit Foundation and will have to carry out the philanthropic objectives of the founders. The founders do not get any financial benefits from the non-profit Foundation and will not even take salaries. The founders' objectives are simply to help the President make America great again and to help build the President's legacy."[15]

The "two pager" was also reviewed by Defendant Keamy.

51. Defendant Caputo briefly described the philanthropic structure of the non-profit Foundation in the Memorandum that was reviewed by Defendant Keamy and that Defendant Caputo provided to Haley early in the engagement as follows:

> "Remarkably, the inventor, Gil Hyatt, is not interested in enjoying the proceeds from his invention – he is older, and has profited enormously from previous inventions. Instead, he wants to give back to his country that gave him so much. And he wants to work with President Trump to accomplish this."[16]

52. Defendant Caputo briefly described the philanthropic structure of the non-profit Foundation in the draft article that Defendant Caputo worked on with Plaintiff as follows:

> "Again metaphorically speaking, God has given Mr. Hyatt broad pioneering AI patent claims that have been allowed for issuance; as confirmed a district court and the Patent Office; and has caused the Patent Office to delay issuance for decades until a President needs them to protect America from that foreign economic invasion.
> …
> Mr. Hyatt's patent application filed in 1984 is based on his prior AI work that undisputedly enabled many applications (uses) of AI including medical, manufacturing, robotic, educational, and entertainment applications (uses) of AI."[17]

53. Defendant Caputo briefly described the intellectual property in the Memorandum that Defendant Caputo provided to Haley early in the engagement as follows:

> "Inventor Gil Hyatt's AI patent includes 25 allowable AI patent claims directed to pioneering AI inventions created prior to 1984 that were deemed allowable by the USPTO Appeal Board in 2008, and have been delayed by the USPTO for decades.

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[15] *See* Exhibit D – the "two pager."
[16] *See* Exhibit B – the "Memorandum."
[17] *See* Exhibit C – the "article."

> The Hyatt pioneering AI technology includes many disclosed features in a 640 page pending patent that the prior art (1984) did not have, such as AI iterative processing with feedback to converge on a solution, pattern recognition, adaptive digital kernel filter processing, incremental image processing that provides 1,000,000 times improved price/performance over conventional prior art methods, relational database management with data compression, use in Computer Aided Design (CAD) and Computer Aided Manufacturing (CAM), control of machines (such as robots, aircraft, drones, UAVs, satellites, and automobiles), process control (such as oil refineries), TV networks, airlines, virtual reality such as for medical uses, video games, and many more disclosed products and even undisclosed products that are covered by the broad Hyatt AI patent claims - all with a 1984 effective filing date."[18]

54. Plaintiff's pending non-profit Foundation is designed, *inter alia*, to support and help protect America from unfair foreign competition and to promote and encourage advancements in education in America. The philanthropic initiatives of the non-profit Foundation are consistent with President Trump's core goal to make America great again.

55. The non-profit Foundation's solution to unfair and unbalanced aspects of trade practices with foreign trading partners is also in line with President Trump's America First Trade Policy.[19]

56. One of the philanthropic initiatives of the non-profit Foundation is to help America prevail in global trade negotiations utilizing Plaintiff's intellectual property rights and Congress' laws regarding excluding imports.

57. Plaintiff has broad pioneering AI patent claims that are deemed by the USPTO Board of Appeals to be allowable, and the District Court for the District of Columbia and the U.S. Court of Appeals for the Federal Circuit reinforced this USPTO determination. Through the non-profit Foundation, Plaintiff's AI intellectual properties are available to the Administration as a supplement to President Trump's tariff initiatives.

[18] *See* Exhibit B – the "Memorandum."

[19] Presidential Memorandum on America First Trade Policy, 90 FR 8471 (Jan. 20, 2025).

58. Through the non-profit Foundation, Plaintiff's patent claims can be used in conjunction with Congress' trade laws to negotiate favorable trade-related settlements with foreign nations as a further supplement to the Administration's trade initiative.

59. The non-profit Foundation invokes Congressional trade laws through the ITC, *inter alia*, for the benefit of American companies and for the Administration's foreign trade negotiations.

B. INTRODUCTION OF DEFENDANT CAPUTO TO PLAINTIFF

60. Plaintiff was introduced to Defendant Caputo in January 2025. Defendant Keamy represented that he had researched Defendant Caputo's background, that he was impressed with Defendant Caputo's capabilities, that Defendant Caputo was an experienced PR professional who knew many of the high-level Administration officials, and that Defendant Caputo could arrange meetings between Plaintiff and high-level Administration officials. Defendant Caputo represented that he was a good friend and a close neighbor of Haley, who was the Director of the Domestic Policy Council, that he and Haley lived near each other in a Catholic neighborhood in Ave Maria, Florida, and that their families often attended a Catholic church together.

61. Defendant Keamy was a long-time consultant to Plaintiff. Upon information and belief, *inter alia*, Defendant Keamy became a co-conspirator to Defendant Caputo's tortious activities, Defendant Keamy had a secretive relationship with Defendant Caputo regarding relevant and confidential subject matter in violation of their consulting obligations to Plaintiff, and Defendant Keamy and Defendant Caputo improperly disclosed Plaintiff's confidential information to others who were not entitled to receive Plaintiff's confidential information.

62. Plaintiff had preliminary conversations with Defendant Caputo describing Plaintiff's background and philanthropic initiatives.

63. Defendant Caputo failed to disclose relevant information to Plaintiff, *inter alia*, that he was the subject of an inquiry by the United States Permanent Select Committee on Intelligence as part of its investigation into Russian interference in the 2016 U.S. presidential election, that he was the subject of a 2021 criminal investigation related to a 2020 documentary perpetuating conspiracy theories regarding the Biden family's involvement in Ukraine, that he had substantial Russian connections, or that these were conflicts in accordance with the Caputo Agreement.

64. Defendant Caputo relayed to Plaintiff in early 2025 that Defendant Caputo had long-time personal relationships with high-ranking Administration officials and that Defendant Caputo would work with Plaintiff and the Administration to arrange meetings with these officials for the benefit of America through the non-profit Foundation, *inter alia*, to provide the Administration with powerful trade initiates through the ITC.

65. Defendant Caputo represented to Plaintiff that Defendant Caputo was the President of Michael Caputo Public Relations, but Defendant Caputo did not disclose the full corporate identity (Michael Caputo Public Relations, Inc. ("Defendant MCPR")) and Defendant Caputo did not disclose that the President of Defendant MCPR was a Russian national with a strong conflict, *inter alia*, because it advertised Defendant Caputo as a "global communications professional" and because of the competition of Russia with America for AI dominance. Russian President Putin stated, "Artificial intelligence is the future not only of Russia but of all of mankind … Whoever becomes the leader in this sphere will become the ruler of the world."[20] Defendant Caputo at no time disclosed that the President of Defendant MCPR was his long-time Russian associate who co-produced the aforementioned 2020 documentary with Defendant Caputo along with, upon information and belief, one or more Russian intelligence agents. Defendant Caputo should have

[20] Russian President Vladimir Putin's September 1, 2017, address to Russian students.

but did not inform Plaintiff of conflicts, *inter alia*, regarding paragraph 2 in the Caputo Agreement and regarding Defendant Caputo's long-time Russian connections.

66. Upon information and belief, Michael Caputo Public Relations and Defendant MCPR are the same entity. The names Michael Caputo Public Relations and Michael Caputo Public Relations, Inc. have been used interchangeably by Defendants to identify the same company according to a Corporation Reinstatement[21] and For Profit Annual Reports[22] filed with the Florida Department of State. Plaintiff has not been able to identify any separate entity registered under the name Michael Caputo Public Relations in the State of Florida nor any entity of which Defendant Caputo was the President *circa* February 2025 when he signed the Caputo Agreement as the President. As such, upon information and belief, Michael Caputo Public Relations and Defendant MCPR are the same entity and Defendant Caputo misrepresented the corporate status of this entity ("Inc.") and his position as President of this entity in the Caputo Agreement. Alternatively, Michael Caputo Public Relations is a fictitious or non-existent legal entity, which Defendant Caputo misrepresented as a legitimate entity to Plaintiff.

67. Based at least in part on Defendants Caputo's representations and conflicts and Defendant Keamy's advice, Plaintiff engaged Defendant Caputo to provide consulting services.

C. <u>THE CAPUTO AND KEAMY AGREEMENTS</u>

1. <u>The Caputo Agreement</u>

68. On February 5, 2025, Plaintiff officially engaged the services of Defendants Caputo and MCPR and entered into a binding written contract with Defendants Caputo and MCPR in the form of the Caputo Agreement.[23]

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[21] Exhibit F – Corporation Reinstatement.
[22] Exhibits H - I – Florida For Profit Annual Reports.
[23] Exhibit A – the "Caputo Agreement."

69. The signatories to the Caputo Agreement included Defendant Caputo as President of Defendant MCPR and Michael Kern ("Kern") of MWK, LLC (the "Firm"). Plaintiff was recognized as the real party in interest in the Caputo Agreement.

70. The Caputo Agreement expressly required that Defendant Caputo report directly to Kern ("Mr. Caputo will report directly to Michael Kern") and that "all work performed by Caputo and Mr. Caputo in connection with this engagement is agreed to be a 'work made for hire.' " However, in violation of these express provisions of the Caputo Agreement, upon information and belief, Defendant Caputo in large part reported to Defendant Keamy with instructions to Defendant Keamy to keep information confidential from Kern and not provide copies of documents and communications to Kern, discussed below.

71. The Caputo Agreement expressly required that Defendants Caputo and MCPR abide by the terms of the Caputo Agreement ("Caputo and Mr. Caputo will abide by the terms of this Agreement ….)". However, Defendants Caputo and MCPR violated express provisions of the Caputo Agreement, discussed herein.

72. The Caputo Agreement contained other specific references to Plaintiff that Plaintiff was the real party of interest regarding Defendant Caputo and MCPR's services, *inter alia*, the Caputo Agreement required a conflict-of-interests check related to Plaintiff and included a provision that Defendants Caputo and MCPR assigned any and all copyrights in and to work product to Plaintiff.

73. Defendants Caputo and MCPR did not disclose any conflicts of interest; neither in the Caputo Agreement nor prior to or subsequent to entering into the Caputo Agreement.

74. The parties to the Caputo Agreement understood that Plaintiff was the real party in interest for the services provided.

75. The parties to the Caputo Agreement understood the terms, conditions and procedures contained within the Caputo Agreement.

76. As compensation for the services provided, the Caputo Agreement specified that the Firm would pay a monthly retainer of $10,000 per month for a total of three months and thereafter would pay for agreed upon services specifically performed by Defendant Caputo at a rate of $250.00 an hour to include written and oral consulting, testimony, advice, opinions, reports, witness services, and other services mutually agreed upon. Pursuant to the Caputo Agreement, Defendant Caputo would send or email statements on a monthly basis for the services provided. Defendant Caputo did not send or email many of the statements on a monthly basis in violation of the terms of the Caputo Agreement.

77. Per the Caputo Agreement, Defendants Caputo and MCPR were to treat as confidential and privileged any and all documents and information made available to Defendants Caputo and MCPR in connection with the engagement that were not otherwise marked "Non-Confidential." Defendants Caputo and MCPR were also obligated to segregate all materials related to Defendant Caputo's work under the Caputo Agreement from other files in Defendant Caputo's office. The Caputo Agreement made clear that the confidentiality terms survived termination or expiration of the Caputo Agreement.

78. As it pertained to termination, the Caputo Agreement included that the relationship was based on mutual consent and that the engagement could be terminated at any time, with or without cause, by providing notification and that termination would not affect the responsibility for payment of fees for services rendered, for other charges incurred before termination and in connection with an orderly transition of the matter, and for Defendant Caputo to maintain the confidentiality, work product, and/or privilege of information.

2. The Keamy Agreement

79. At the time Plaintiff and Defendants Caputo and MCPR entered into the Caputo Agreement in February 2025, Defendants Keamy and Regal had already been providing Plaintiff "professional services" as a paid consultant under a binding written contract dated November 21, 2016, (the "Keamy Agreement") between Plaintiff and Defendants Keamy and Regal.[24]

80. The signatories to the Keamy Agreement included (a) Defendant Keamy for Defendant Regal and (b) legal counsel for Plaintiff. Plaintiff was recognized as the party receiving the "professional services" from Defendants Keamy and Regal pursuant to the Keamy Agreement.

81. The parties to the Keamy Agreement understood the terms, conditions and procedures contained within the Keamy Agreement.

82. The Keamy Agreement expressly required that Defendants Keamy and Regal report directly to Plaintiff. In addition, the Keamy Agreement identified legal counsel for Plaintiff and Kern with whom Defendant Keamy could interact. Defendants Caputo and MCPR were not identified as individuals or entities with whom Defendant Keamy could report to under the Keamy Agreement and were never added as individuals or entities whom Defendant Keamy could report to without apprising Plaintiff of relevant information under the Keamy Agreement. However, in violation of these express provisions of the Keamy Agreement, upon information and belief, Defendants Keamy and Regal in large part reported directly to and conspired with Defendant Caputo and withheld from Plaintiff relevant information, including relevant documents, that were related to both, (a) Defendant Caputo's professional services rendered under the Caputo Agreement and (b) Defendants Keamy and Regal's professional services rendered under the Keamy Agreement.

[24] Exhibit E – the "Keamy Agreement."

83. Moreover, in violation of those express provisions of the Keamy Agreement, upon information and belief, Defendant Keamy and Defendant Caputo conspired, *inter alia*, (a) to withhold relevant information, including relevant documents, from Plaintiff, (b) to prevent Plaintiff from directly communicating with Administration officials, (c) to prevent Plaintiff from attending meetings with Administration officials, and (d) to each become a Director of the non-profit Foundation in violation of Plaintiff's prior express refusal to permit Defendant Caputo, a public relations professional, to be a Director of the non-profit Foundation and in violation of Plaintiff's prior express refusal to permit Defendant Keamy, a self-proclaimed "criminologist," to be a Director of the non-profit Foundation.

84. The Keamy Agreement expressly required that Defendants Keamy and Regal abide by the terms of the Keamy Agreement ("You will abide by the terms of this Agreement…") as well as any Protective Orders entered related to Defendants Keamy and Regal's engagement. However, Defendants Keamy and Regal violated express provisions of the Keamy Agreement and, on information and belief, Defendants Keamy and Regal violated express provisions of two Protective Orders, discussed herein.

85. Defendant Keamy expressly acknowledged that Defendants Keamy and Regal were bound by the Keamy Agreement in an August 4, 2026, email to Plaintiff's Nevada attorney "The terms are clear and I accepted the LOE [2016 Engagement Letter] for my services" and the Keamy Agreement required Defendants Keamy and Regal "to provide professional services consistent with the highest and best practices within the profession" to Plaintiff.

> I serve as counsel to Gilbert P. Hyatt. He asked that I write to confirm your engagement as a consultant to provide professional services consistent with the highest and best practices within the profession.

However, Defendants Keamy and Regal breached this provision of the Keamy Agreement by failing to provide the professional services, discussed herein, consistent with the highest and best practices within the profession.

86. Defendants Keamy and Regal have been paid for all of the invoiced amounts during the Keamy and Regal engagement up to the July 2026 termination. However, in reviewing Defendant Keamy's post-termination invoices, it was determined that Defendant Keamy had been invoicing Plaintiff for approximately $240 an hour, which is significantly more than the rate of "$90 an hour" specified in the Keamy Agreement:

> "Mr. Hyatt has agreed to pay you for services rendered at $90 an hour… . Moreover, you do not charge for travel time. You will advise Mr. Hyatt of any increase prior to providing additional services any increase."[25]

Moreover, Defendants Keamy and Regal had not provided Plaintiff with any written advisement prior to Defendants Keamy and Regal increasing the hourly rate, as required by the Keamy Agreement.

87. Moreover, Defendants Keamy and Regal's invoices failed to be "consistent with the highest and best practices within the profession," *inter alia*, because they did not make apparent that Defendants Keamy and Regal were periodically increasing the hourly rate.

88. Moreover, Defendants Keamy and Regal had not provided Plaintiff with any written report prior to Defendants Keamy and Regal billing for pre-approval of the "out-of-pocket expenses":

> "Any out-of-pocket expenses that are more than $200 each will be reported for Hyatt's pre-approval …"[26]

[25] *See id.*
[26] *See id.*

89. Regarding timing of the statements, Defendants Keamy and Regal were emailing invoices twice per month without express notification to Plaintiff or approval by Plaintiff in violation of the Keamy Agreement "You will send or email statements on a monthly basis …." This caused a false appearance of much lower costs for Defendant Keamy's services—the costs for two weeks of professional services were about one-half of the costs for a month of professional services.

90. The Keamy Agreement required Defendants Keamy and Regal to complete the mutually agreed upon work in process. There is no provision in the Keamy Agreement that permitted Defendant Keamy to quit without completing the mutually agreed upon work in process which work in process Defendants Keamy and Regal had invoiced for and had been paid for. The Keamy Agreement required Defendants Keamy and Regal to complete the mutually agreed upon work in process ("Subject to mutual agreement, you will perform the services requested or otherwise required"). The Keamy Agreement did not permit Defendants Keamy and Regal to resign without completing the mutually agreed upon services; the Keamy Agreement permitted only Plaintiff to "terminate … with or without cause":

> "Our relationship is based upon mutual consent and Mr. Hyatt may terminate the representation at any time, with or without cause, by notifying you."[27]

91. The Keamy Agreement required Defendants Keamy and Regal to treat as confidential all documents and all information made available to Defendants Keamy and Regal in connection with the engagement with a few identified exceptions. Any written reports or other documents prepared by Defendant Keamy for the engagement were to be clearly marked as "Work Product – Confidential" and were to be used by Defendants Keamy and Regal only for the purpose of the engagement and were not to be disclosed to any third party, published or used for any other

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[27] *See id.*

purpose without the express written consent of Plaintiff. Defendants Keamy and Regal were also obliged to segregate all materials related to Defendants Keamy and Regal's work under the Keamy Agreement from other files in Defendants Keamy and Regal's office. The Keamy Agreement made clear that Defendants Keamy and Regal's confidentiality obligations survived termination or expiration of the Keamy Agreement. However, on information and belief, Defendants Keamy and Regal breached these provisions of the Keamy Agreement, *inter alia*, by refusing to cooperate with Plaintiff's Nevada attorneys' reasonable requests regarding confidentiality, Protective Orders, and preservation of information. The Keamy Agreement recited that the engagement could be terminated "at any time" by Plaintiff, with or without cause, by providing notification. The Keamy Agreement did not provide for termination by Defendants Keamy or Regal, who were required to complete the agreed upon services before unilaterally refusing to accept more assignments ("Subject to mutual agreement, you will perform the services requested or otherwise required."). Thus, Defendants Keamy and Regal unilaterally terminating the Keamy Agreement while significant services remained incomplete represented a breach of the Keamy Agreement.

92. Defendant Keamy was well aware of the importance of those services to the future of America (to help President Trump "secure American technological dominance, drive economic growth, and strengthen national security", *supra*), thus Defendant Keamy knew that his unilateral termination of the Keamy Agreement without completing these services could result in significant damages to Plaintiff and to the beneficiary, America.

D. ADMINISTRATION PERSONNEL

93. In the course of their engagement, Defendants Caputo and MCPR met with and communicated with numerous Administration officials. However, in violation of instructions, Defendants excluded Plaintiff from all meetings and direct communications with Administration

officials. Such meetings and communications were vehicles through which Defendant Caputo exerted undue influence and control over, *inter alia*, Plaintiff's philanthropic initiatives and the non-profit Foundation. Defendants Caputo and MCPR excluded Plaintiff from all meetings with Administration officials and all direct communications with Administration officials and, upon information and belief, Defendants commandeered the non-profit Foundation for Defendants' own interests and benefit. Moreover, in addition to excluding Plaintiff from all meetings and all direct communications with Administration officials, Defendants, *inter alia*, made false statements about Plaintiff's philanthropic initiatives, were not authorized to present and were not capable of correctly presenting Plaintiff's philanthropic initiatives, failed to give Plaintiff an opportunity to respond to disputed issues, and provided false information to delay and redirect Plaintiff's attention to new and different issues. For example, Defendant Caputo relayed the Plaintiff that Kimmitt criticized Plaintiff's ITC trade initiative as being too broad, but breath is not an ITC criteria, the ITC criteria is that exclusion orders are defined by the patent claims at issue and Plaintiff's allowable AI patent claims are pioneering claims which, upon information and belief, are broad enough to cover Plaintiff's ITC trade initiative. Defendant Caputo did not permit Plaintiff to attend that meeting with Kimmitt, Defendant Caputo was not capable of providing such facts in response to Kimmitt's issue, Defendant Caputo did not provide Plaintiff an opportunity to respond to Kimmitt, the Defendants implicitly violated President Trump's directions, and thus the Defendants succeeded in excluding Plaintiff to the significant detriment of the non-profit Foundation and America.

94. By the Defendants incorrectly presenting Plaintiff's philanthropic initiatives and the non-profit Foundation and incorrectly addressing Kimmitt's questions, upon information, *supra*, and belief, Kimmitt, a trade expert, would likely attribute such incorrect information to

defects in the philanthropic initiatives and the non-profit Foundation and thus dismiss Plaintiff's philanthropic initiatives and the non-profit Foundation. Thus, Defendants caused extreme harm to Plaintiff and to the beneficiary, America.

95. Defendant Caputo initially used his relationship with Haley as a means to advance Plaintiff's philanthropic initiatives. Defendant Caputo provided to Haley a detailed Memorandum early in the engagement titled "MEMORANDUM FOR DPC DIRECTOR VINCE HALEY."[28] Defendant Caputo's communications with Haley led to a meeting with President Trump in December 2025 in which Plaintiff was excluded.

96. Defendant Caputo briefly described his meeting with President Trump in the Oval Office and President Trump's direction to Haley and Defendant Caputo in the draft article that Defendant Caputo worked on.[29]

> On December 10, 2025, Michael Caputo met with Vince Haley, Director of the Domestic Policy Council, at the White House, they walked to the Oval Office and met with President Trump, and they described the non-profit Foundation and the features including non-tariff trade options to President Trump. President Trump said that it was interesting and directed them to have his team review the non-profit Foundation project. Mr. Haley contacted William Kimmitt, undersecretary for trade in the Commerce Department, to evaluate the trade issues with the non-profit Foundation. Mr. Caputo and Mr. Hyatt are preparing for the meeting with Mr. Kimmet.

97. Defendant Caputo briefly described additional Administration officials in the "two pager"[30] that Caputo reviewed, edited, and provided to Haley later in the engagement, which Haley provided to Kimmitt, and which Caputo and Haley discussed with President Trump and Blair.

98. Defendant Caputo was again given instructions regarding the contacts with Kimmitt in a text dated January 13, 2026, "As we previously discussed, please arrange for Mr.

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[28] *See* Exhibit B - the "Memorandum."
[29] *See* Exhibit C – the "article."
[30] *See* Exhibit D - the "two pager."

Kimmitt first to get the two page summary, followed by a Zoom to answer questions, followed by an in person meeting."

99. Another copy of the "two pager," which had previously been submitted to Defendant Caputo, was emailed "Date: Tuesday, February 3, 2026, 2:32 PM"; "TO: Michael Caputo"; "Subject: Document for Mr. Kimmitt"; "Attachments: The Foundation and Congress' 3 ITC Trade statutes.pdf"[*sic*] with the following email message:

> Michael Caputo,
> Please send the Attached document to Mr. Haley to forward to Mr. Kimmitt.

100. Plaintiff became aware of many occasions of the Chinese government infiltering American entities that were often called the Chinese "fifth column." Plaintiff was a fifty-year veteran of the USPTO bar, registered to practice before the USPTO. Upon Plaintiff's information and belief, his fifty years of professional USPTO experience, his more than 15 years of experience as a target of the USPTO's secret SAWS program, and his position as a "member" and as a Plaintiff of a SAWS class action suit against the USPTO under the Privacy Act, Plaintiff investigated and drafted a memo titled "<u>The Chinese 'fifth column' is alive and well at the USPTO</u>." Plaintiff submitted a version of this memo to Defendant Caputo and Defendant Caputo represented that he had submitted this memo to Peter Navarro ("Navarro"), President Trump's Trade Counselor. This memo was relevant because it supplemented Navarro's book titled "Death by China" with a more recent prong--the Chinese fifth column at the USPTO. Plaintiff occasionally asked Defendant Caputo about the status regarding Navarro and Defendant Caputo always responded that he had not heard back from Navarro. Plaintiff wanted to assist Navarro and the Administration in improving innovation in America by reforming the USPTO and improving the detrimental effects of the Chinese fifth column at the USPTO and the USPTO's secret SAWS program.

101. Plaintiff submitted a copy of the Chinese fifth column memo, *supra*, to Defendant Keamy who indicated ignorance of the term "fifth column." Defendant Keamy was negative about the term, but he had no more to comment about the memo.

E. DEFENDANTS' REPRESENTATIONS, SERVICES RENDERED, AND INTERFERENCE

1. Defendants Caputo and MCPR's Initial Pursuits with Administration Officials and Plaintiff's Payments

102. In furtherance of the Caputo and Keamy Agreements, Plaintiff provided Defendants access to sensitive and confidential documents and information related to Plaintiff's philanthropic initiatives to help make America great, *inter alia*, the intellectual property and the non-profit Foundation. Plaintiff also spent many hours explaining the philanthropic initiatives and writing materials for Defendant Caputo to facilitate Defendant Caputo's rendering of services.

103. Defendant Caputo was instructed to arrange communications and meetings with Administration officials so that Plaintiff, *inter alia,* could explain the trade initiative regarding the non-profit Foundation, help with planning for the Administration's use of the non-profit Foundation, and answer questions regarding, *inter alia,* the non-profit Foundation, Plaintiff's intellectual property, the international trade remedies regarding the ITC, the relevant Congressional statutes, Plaintiff's prior work with the presidents of trade unions, the use of AI to help improve education particularly for underprivileged pre-school children, and how such features could improve American leadership and humanity worldwide.

104. Beginning on or around February 2025, Defendants Caputo and MCPR undertook efforts to communicate with high-ranking officials within the Administration regarding meetings with Plaintiff and Defendants Caputo and MCPR did, *inter alia,* communicate with President Trump, Haley, Kimmitt, Trevor Kellogg ("Kellogg") who was the Chief of Staff for the

International Trade Administration at the United States Department of Commerce, Edward R. Martin Jr. ("Martin") who was the United States Pardon Attorney and Director of the Weaponization Working Group, Michael Kratsios ("Kratsios") who was the Director of the Office of Science and Technology Policy, and Lynne Parker ("Parker") who was the Executive Director of the President's Council of Advisors on Science and Technology, *inter alia*, regarding Plaintiff, Plaintiff's philanthropic initiatives, and the non-profit Foundation.

105. On or about March 2025 to and through April 2025, Plaintiff provided information to Defendant Caputo relating to Plaintiff's philanthropic initiatives, *inter alia*, trade initiatives and the non-profit Foundation for Defendants to present to Haley and other Administration officials.

106. Defendant Caputo briefly described his services in a Memorandum that Defendant Caputo provided to Haley early in the engagement.

> "APRIL 8, 2025
> MEMORANDUM FOR DPC DIRECTOR VINCE HALEY
> FROM: MICHAEL CAPUTO
> SUBJECT: AI PATENT IMMEDIATE ACTION
>
> The purpose of this memo is to flag executive action necessary to assure the White House has the time to review an opportunity to control worldwide development of artificial intelligence (AI) technology and secure tools to help the US prevail in trade negotiations with China.
>
> Immediately: The White House can direct the USPTO to make a motion to the Federal Circuit court to put Hyatt v. Stewart (Case No. 2018-2390) on hold so that the agency and the Administration can review the matter and reconsider the government's position. This gives White House policy, trade and technology leaders time to determine USPTO adherence to President Donald Trump's Executive Order 14179 which directed all federal agencies to "revise or rescind all policies, directives, regulations, orders, and other actions taken under the Biden AI order that are inconsistent with enhancing America's leadership in AI."
>
> …
>
> The issue here is time-critical because the Obama Administration, seeking to destroy the Hyatt AI intellectual property, delayed issuing patents for the allowable pioneering AI and created a novel version of an unlawful doctrine (prosecution laches) to kill it. After the Obama Administration failed, the Biden Administration rushed court action before President Trump could build his Administration and consider use of the AI patent."[31]

[31] *See* Exhibit B – the "Memorandum."

107. Defendant Caputo briefly described the current trade initiative in the Memorandum that Defendant Caputo provided to Haley early in the engagement as follows:

> "The Hyatt patent has singular usefulness in White House trade negotiations with advanced technology nations such as China. These AI claims, based on broad AI manufacturing technologies, are drafted to invoke 35 USC 271(g) to facilitate "exclusion orders" by the International Trade Commission (ITC) to exclude imported products, permitting the Foundation to negotiate trade licenses for multitudes of different types of imported products such as from computer chips to automobiles and welded steel pipe. The coverage for ITC "exclusion orders" is broad because (a) the pioneering AI is for use in manufacturing processes, (b) the wide-scale use of AI in manufacturing processes, and (c) '271(g) covering all products made with infringing processes in foreign factories that are "imported" into America.
>
> Specifically, granting the patent will give the Trump Administration powers to vault into leadership of the global AI development race. It also will enable the White House to (a) exclude infringing foreign products or (b) license foreign products under terms that the Administration deems suitable. The laws on licensing provide wide flexibility.
>
> Importantly, Hyatt has expressed his strong support for giving US companies preferential licensing agreements, which could be driven together with President Trump and his team and could even be free of charge to US firms. He sees his invention as a way to give American companies a substantial competitive advantage."[32]

108. The current trade initiative is briefly described in the draft article that Defendant Caputo worked on with Plaintiff and that Defendant Keamy reviewed, as follows:

> "Shortly after Mr. Hyatt's invention of these AI technologies, Congress in 1988 (more than 35 years ago) codified those special statutes to permit the International Trade Commission (ITC) to generate an "exclusion order" to exclude importing of products made in foreign factories with an infringing process. Mr. Hyatt will assign his AI patents to the non-profit Foundation to be used by the non-profit Foundation to help implement the President's trade initiatives as well as to continue Mr. Hyatt's prior and current work, including (a) use of AI to teach STEM technology and to teach innovation to children, (b) to apply AI to new applications (uses), (c) to help the President avoid the risks inherent in AI, (d) to improve innovation in America, (e) to level the playing field for products "made in America", and others. The non-profit Foundation is ready to be incorporated; it includes initial recommendations of the Administration and will be filed after the Administration makes its final recommendations."[33]

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[32] *id.*
[33] *See* Exhibit C – the "article."

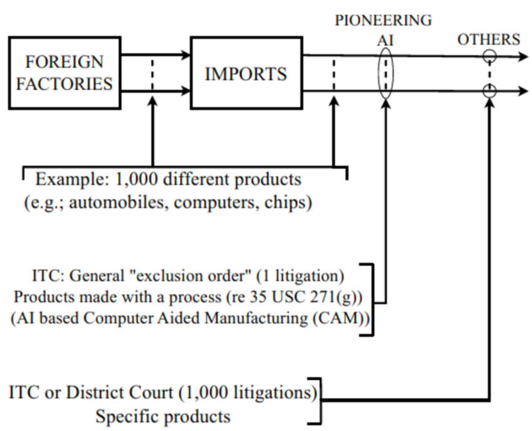
109. The current trade initiative is described in the "two pager" that Defendant Caputo reviewed, edited, and provided to Haley later in the engagement, which Haley provided to Kimmitt, and which Defendant Caputo and Haley discussed with President Trump and Blair (emphasis in original):

> "**Congress codified non-tariff trade laws specifically to protect America from the particular-type of unfair trade situation that exists today and the non-profit Pioneering AI Foundation is a non-tariff supplement for the Administration's tariff trade initiative that is challenged by the CAFC.**
> …
> Congress, in its more brilliant acts many decades ago, codified three bipartisan non-tariff trade laws specifically to protect America from the particular-type of unfair trade practices that exists today. These non-tariff trade laws have stood the test of time, are well vindicated by the courts, are fully compatible with Congress' tariff trade laws, and are a powerful supplement to Congress' tariff trade laws.
> …
> The first such trade law (19 USC § 1337) created the International Trade Commission (ITC). The second such trade law (35 USC § 271 (g)) is unique in that it provides for the ITC to issue a General Exclusion Order (GEO) on imported products **made in foreign factories by a manufacturing process** patented in America. The third such trade law (35 USC § 295) provides **a presumption of infringement** of a manufacturing process that is **used in a foreign factory and patented in America,** as with the current Chinese trade issues. Together, Congress provided these powerful tools to exclude importing of products **made in foreign factories with infringing manufacturing processes.** These second and third acts were bipartisan acts under President Reagan's leadership.
>
> In meticulous compliance with Congress' non-tariff trade laws, the founders of the Foundation spent decades of time and many millions of dollars working to protect America from unfair foreign competition based on Congress' non-tariff trade laws. The pending patent has broad **pioneering AI patent claims** that are deemed by the USPTO Board of Appeals, by the D.C. District Court, and by the Federal Circuit to be allowable. The pending Foundation is now available for the Administration to protect America from unfair foreign competition without cost to America. **The non-profit Foundation is ready to be incorporated;** it includes initial recommendations of the Administration and it is on **hold for the Administration to make its final recommendations.**
> …
> The non-profit Foundation follows in the footsteps of a very successful licensing program that netted extensive royalties including from many large multinational companies (e.g., Sony) and with the epitome of success--meaning **without a single Notice of Infringement or patent litigation.** This is particularly important here because the majority of ITC cases are settled before the ITC hearing. Settlement with foreign entities is even more probable here because of the extensive coverage of the ITC GEO, discussed and shown in the graphic below. The "public interest", "domestic industry", and

infringement issues have been addressed and are believed to be fully satisfied. Moreover, the ITC will likely give special latitude to the non-profit Foundation because; e.g., (a) the inventor of the AI patents who is also one of the founders is an independent inventor; (b) the non-profit Foundation will significantly increase its Research and Development (R&D) expenditures before filing an ITC complaint, as impliedly encouraged by the ITC; and the President appoints several of the ITC Commissioners and designates the ITC Chairman.

An importer would need to get a license from the non-profit Foundation in order to avoid an ITC GEO. The draft license details **fair trade provisions** (e.g., leveling the playing field) such as the foreign company certifying that the imported **products** were manufactured in compliance with certain human rights, environment protection, and fair labor standard Executive Orders and statutes (which are the standards that American companies must comply with). The draft license distinguishes between products that are "make in America" or that are imported, e.g., to cover multi-national companies, and the draft license details compliance with certain American anti-terrorist, anti-genocide, and sanction Executive Orders and statutes. **Moreover, license agreements can have broad coverage and can incorporate trade provisions that are expected to be negotiated by the Administration with importers.**

The brilliance of these three Congressional statutes is that they permit an ITC GEO to exclude importing of foreign products based on a patented manufacturing **process used in a foreign factory** as an alternate to patented specific features of an imported product (the products themselves don't have to directly infringe). As shown in the graphic below, this permits coverage of many different types of products with a single GEO and a single patent claiming Artificial Intelligence, etc., which is disclosed in a manufacturing environment (e.g., "Computer Aided Manufacturing" (CAM) in the patent application.)"[34]



[34] *See* Exhibit D – the "two pager."

110. On or about April 8, 2025, Defendant Caputo held a meeting with Kratsios and Parker wherein Defendant Caputo provided information about Plaintiff's philanthropic initiatives.

111. On or about April 8, 21, 22, and 25, 2025, Defendant Caputo relayed to Plaintiff that he communicated with Haley and that Haley sent information about Plaintiff's projects to the White House Counsel's Office.

2. <u>Defendants' Public Relations Efforts</u>

112. Defendants Caputo and Keamy demonstrated increased interest in Plaintiff's philanthropic initiatives and the non-profit Foundation and they exerted control over the public narrative regarding the non-profit Foundation through public relations ("PR") efforts directed by Defendant Caputo and, upon information and belief, were influenced by Defendant Keamy.

113. Specifically, Defendant Caputo arranged for his long-time colleague and political commentator, Deroy Murdock ("Murdock"), to write an article[35] about, *inter alia*, Plaintiff and the non-profit Foundation. Defendant Caputo represented that Murdock is read by those at the White House and will catch the President's interest. Defendant Caputo discussed his work with Murdock on this article. Upon information and belief, Defendant Keamy influenced the direction of this article. Murdock represented to Plaintiff that President Trump often read his publications. Plaintiff was not provided a draft of Murdock's article before it was published so Plaintiff was not able to fact-check Murdock's article.

114. Murdock briefly described some of Defendant Caputo's understanding of Plaintiff's background, frugal lifestyle, and professional accomplishments in the article that was published in October 2025 as follows:

> *Inventor Gil Hyatt posed in the 1990s with his U.S. patent for the microprocessor and holds a separate integrated-circuit chip (Photo Courtesy of Gil Hyatt)* [Small and italic font in original, darkened the light font in the original, and followed by a photograph].

[35] *See* Exhibit J – the "Murdock article."

> …
>
> The unassuming 87-year-old speaks quietly, dresses modestly, and drives a 33-year-old automobile. Although he can afford something newer and more stylish, he told me in an exclusive interview, "I have a 1992 Celica stick shift. Beautiful little car." He is perfectly at ease with this choice. "I don't want a new car. I like my Celica."
>
> Hyatt's demeanor veils a lifetime of momentous scientific achievement and path-breaking innovation. Hyatt earned a baccalaureate in electrical engineering at UC Berkeley and his master's degree in that field from USC. He soon fine-tuned guidance systems at Boeing, honed inertial navigation at Hughes Aircraft, and boosted NASA's Apollo program at North American Aviation.
>
> While Gil Hyatt is not a household name, his inventions have filled American homes and offices since the 1970s. Many goods were produced under licenses to Hyatt's patents, including early Canon and Nikon digital cameras, Panasonic TVs, Sharp's calculators and liquid-crystal displays, and Sony's PlayStation. All told, Hyatt has held more than 70 patents. The crown jewel is U.S. Patent No. 4,942,516, for the computer microprocessor — essentially the steam engine of the digital age.[36]

115. Murdock briefly described some of Defendant Caputo's understanding of artificial intelligence in the published article as follows:

> LAS VEGAS — "From this day forward, it'll be a policy of the United States to do whatever it takes to lead the world in artificial intelligence," President Donald J. Trump told a technology summit in Washington, D.C. on July 23. Back in 2018, Trump 45 declared on Dec. 4, 2018: "My Administration will do everything possible to provide our children, especially kids in underserved areas, with access to high-quality education in science, technology, engineering, and math" (STEM).
>
> Gil Hyatt has a promising idea to help Trump fulfill last summer's commitment and the one he made seven years ago.
>
> …
>
> ## Hyatt was an early innovator in something that seems to seize every billboard, headline, and new-product launch today: Artificial Intelligence. [Section title, emphasis added]
>
> Hyatt was an early innovator in something that seems to seize every billboard, headline, and new-product launch today: Artificial Intelligence. His patent pending on AI technology dates to 1984. …
>
> …

[36] *See id.*

> Consider all that has unfolded in AI over the ensuing decades. Hyatt said his pending patent applies to products crafted in foreign factories via AI processes that he invented.
>
> Hyatt is waiting for the U.S. Patent and Trademark Office (USPTO) to issue him a full, non-pending patent to protect his AI-related intellectual property. Forty-one years of AI developments — from AI-infused manufacturing procedures to finished products — would fall under Hyatt's patent. If AI suppliers wanted to import into America, they would have to obey this patent's requirements. These could range from nothing at all to human rights and fair-trade practices, to patent royalties. The International Trade Commission could exclude unlicensed or otherwise non-compliant products from entering America."[37]

116. Murdock briefly described some of Defendant Caputo's understanding of Plaintiff's philanthropic initiatives and the non-profit Foundation in the published article as follows:

> Hyatt could take a "pay the piper" approach and pocket millions or even billions in patent-related income. However, he does not crave a dollar from this AI patent nor others that might follow.
>
> Hyatt pictures something completely different: He aspires to establish the Pioneering AI Foundation as a public-private partnership akin to the Smithsonian Institution.
>
> Hyatt imagines this non-profit being supervised by a blend of presidential appointees and civil-society luminaries. The PAI Foundation would be funded by revenue generated by Hyatt's intellectual property.
>
> "I'm not even going to draw a salary from the Foundation" … . "I will assign these patents to the Foundation, for philanthropic purposes and to help the Trump Administration with its trade policies."
>
> Hyatt cannot wait to donate his AI patents to the PAI Foundation and, thus, enrich and empower it to pursue four goals:
>
> First, the Foundation would offer Hyatt's patents to Trump and future presidents to use as incredibly and increasingly valuable bargaining chips in trade negotiations with foreign economic powers, starting with China. Beijing's national Ministry of Industry and Information Technology reports that "China has built over 30,000 basic-level smart factories," as *China Daily* summarized it. Many or most use AI or eventually will. When they do, they will be subject to Hyatt's patents. If they wish to compete in the U.S. market, Hyatt wants to equip Trump and future presidents to decide if China's AI-flavored offerings may come

[37] *See id.*

to America, how, and at what price — in terms of license fees, royalties, and tariffs.

Of course, as soon as November, the U.S. Supreme Court could limit the tariff powers that Trump has asserted. If so, "I'll have to figure something out," the president told Fox News' Maria Bartiromo on Sunday. "I don't even want to think about it."

Hyatt's patents, ensconced at the PAI Foundation, could give Trump and his successors another way to confront China and erect a great wall against its challenge to American AI dominance.

Second, the PAI Foundation would collect licensing fees and royalty payments from companies that offer AI-related goods and services, including Chinese and other foreign enterprises that rely on AI-fueled design and assembly.

Significantly, while he ultimately would leave this decision to Trump and future presidents, Hyatt suggests that American companies could license his patents for as little as $0.00 while overseas firms, especially China's, could be told: "You pay now!" Hyatt wants American AI companies to enjoy this significant advantage, while AI producers from Beijing to Brussels reach for their wallets to enter the U.S. market.

Free-trade purists might call this arrangement industrial policy, if not protectionism. If the federal government owned this AI patent, licensed it for free to U.S. companies, and demanded royalties from foreign firms, this could give Americans an unfair advantage.

However, a patent is government-protected *private* property, much like a family home that is patrolled by the local police. Thus, Hyatt would have every right to offer his intellectual *property*, i.e., his patent, for free to American companies, but charge foreign entities. Likewise, Hyatt could invite his family to enjoy a Lake Tahoe ski chalet gratis, but rent it to Chinese tourists for $2,000 per night.

Third, the PAI Foundation would enforce the terms of Hyatt's license agreements, which would reflect American values. These could include assuring that AI-related companies avoid slave labor and child exploitation, prohibit DEI hiring, eschew deforestation, and respect and compensate writers, publishers, filmmakers, and other copyright holders.

…

On-site inspections of foreign factories and studios could distinguish those who observe patent provisions from those who don't. Non-compliant licensees would become non-licensees.

…

Last, but not least, Hyatt would like to deploy some of the PAI Foundation's license and royalty revenue to "get STEM into more schools and for more children." He envisions underwriting museums to "help them teach children innovation much more efficiently." Hyatt also believes that the Internet has yet to reach its potential as a STEM teaching tool.

> Most intriguing, Hyatt would employ video games, of all things, for STEM instruction.
>
> "I've already done some work in this area, encouraged and financed the generation of video games for STEM education," Hyatt recalls. "For example, physics, dynamics, velocity, inertia, acceleration, and such as a video game. That would entice the kids to play these video games, and they would get school credit for that."
>
> Hyatt's entire dream might have come true years ago if the USPTO had not blocked this and other patents, to which Hyatt has proved that he is entitled — in court and before appeals boards. Regardless, through either sloth, malice, or corruption, USPTO has put Hyatt's applications into induced coma and refused to issue the actual patents that he deserves. Popularly considered the fair-minded friend of inventors, the USPTO actually has devolved into a hospice where the next Thomas Edison or Steve Jobs goes to die.
>
> The PAI Foundation could be a powerful tool to speed American AI dominance, slow China's AI efforts, shield subsidiary creators, and Make STEM Great Again.
>
> Hyatt is motivated by gratitude, charity, and patriotism. He said: "I'm just doing my duty, to repay America for providing a good home for my family and myself."
>
> Step one: President Trump, who advocates these key objectives, should tell USPTO to get on with it. Hyatt's patent claims have survived relentless challenges. The IP Deep State should stop stalling and upgrade Hyatt's AI application from patent pending to, for instance, U.S. Patent No. 12,447,898.
>
> At long last, Gil Hyatt could donate this and future patents to the American people via the Pioneering AI Foundation, harness his intellectual property, and bolster U.S. national security, prosperity, innovation, and education.[38]

117. Defendants' public relations efforts demonstrated an intent to commandeer Plaintiff's non-profit Foundation for their own benefit.

118. Defendant Caputo exerted further control over Plaintiff's philanthropic initiatives and the non-profit Foundation on or about October 16, 2025, when Defendant Caputo represented that he discouraged two reporters from writing articles about Plaintiff's AI philanthropic initiatives and stated in a text message, "If I play this Bloomberg story right we could be advantaged by it. Deron on Monday with a clarion call; Shapiro later in the week with some systemic detail." Defendant Caputo followed up in a text message dated October 28, 2025, that he had spoken to a

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[38] *See id.*

Bloomberg reporter, but no imminent action resulted. Upon information and belief, Defendant Caputo purposely killed the two stories and Defendant Caputo misrepresented the results to Plaintiff for Defendant Caputo's own benefit and to the detriment of America and American businesses.

3. <u>The Non-Profit Foundation's Potential Revenue-Generating Impact and Defendant Caputo's Interference</u>

119. On or about December 11, 2025, Defendant Caputo reported that he met with Haley between December 1, 2025, and December 5, 2025, to discuss Plaintiff's AI patents and patent claims and the non-profit Foundation. Defendant Caputo described that Haley brought him to the "Oval Office" where Defendant Caputo met with President Trump and that President Trump and Defendant Caputo discussed the non-profit Foundation and its potential trillion-dollar revenue-generating impact for America. Defendant Caputo relayed to Plaintiff that President Trump told him that the non-profit Foundation sounded interesting and that President Trump instructed Haley and Defendant Caputo to get the team up to speed. Haley, in an email dated February 13, 2026, followed President Trump's instruction "to get the team up to speed" and "to talk with Secretary Lutnick" by first arranging for Defendant Caputo to "start" with Kimmitt, detailed below.

120. Defendant Keamy was informed of President Trump's express interest in the non-profit Foundation and its potential trillion-dollar revenue-generating impact for America.

121. The meeting in the Oval Office of the White House is briefly described in the draft article that Defendant Caputo worked on with Plaintiff and that Defendant Keamy also reviewed as follows:

> "On December 10, 2025, Michael Caputo met with Vince Haley, Director of the Domestic Policy Council, at the White House, they walked to the Oval Office and met with President Trump, and they described the non-profit Foundation and the features including non-tariff trade options to President Trump. President Trump said that it was interesting and directed them to have his team review the non-profit Foundation project. Mr. Haley contacted

> William Kimmitt, undersecretary for trade in the Commerce Department, to evaluate the trade issues with the non-profit Foundation. Mr. Caputo and Mr. Hyatt are preparing for the meeting with Mr. Kimmet."[39]

122. In a telephone conference, Defendant Caputo requested a seat on the Board of Directors of the pending non-profit Foundation and in response Plaintiff denied Defendant Caputo's request. In a telephone call, Defendant Keamy requested a seat on the Board of Directors of the pending non-profit Foundation and in response Plaintiff denied Defendant Keamy's request. Plaintiff was being very careful to protect the non-profit Foundation from being "hijacked" by self-serving entities because Plaintiff believed that the non-profit Foundation was very important to the future of America.

123. In regard to the non-profit Foundation being very important to the future of America, Plaintiff had previously instructed his West Coast attorney to protect the non-profit Foundation from just such a concern during the drafting of the papers for the non-profit Foundation. Plaintiff also instructed this attorney to provide a short formal written opinion regarding the protection of the non-profit Foundation from just such a concern for Plaintiff to submit to Kimmitt if Kimmitt raised such an issue at an anticipated meeting with Kimmitt and Plaintiff kept a copy of that written opinion in his travel folder to be available for his anticipated meeting with Kimmitt to provide support for the position that the non-profit Foundation was well protected from just such a concern.

124. In a telephone call after Defendant Caputo had terminated the engagement, Defendant Caputo stated that he would want a large payment if he arranged a meeting between Plaintiff and Kimmitt. That hypothetical statement by Defendant Caputo-- if he arranged--did not need and did not get a response from Plaintiff.

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[39] *See* Exhibit C – the "article."

125. In a telephone call after Defendant Caputo had been terminated, Defendant Caputo tried to discourage Plaintiff from meeting with Kimmitt and instead meet with the Secretary of Energy, Chris Wright, and the Sr. Advisor, W. Kirk Bell. However, Plaintiff's prior conversations with Defendant Caputo and Plaintiff's prior writings that were reviewed by Defendant Caputo made clear that the best interests of America were served by following Congress' ITC-related legislation and Plaintiff's trade initiatives through the ITC. Plaintiff was concerned that Defendant Caputo was trying to avoid the instructions from President Trump and Haley (to get the team up to speed and to talk with Secretary Lutnick) for Defendant Caputo's own ulterior motives.

126. Defendants Caputo and Keamy, in the positions of engaged paid consultants for Plaintiff, secretly communicated often between themselves during 2025 regarding Caputo's ongoing activities, *inter alia*, Plaintiff's philanthropic initiatives and the non-profit Foundation, followed by the meeting with President Trump, Blair, Haley, and Defendant Caputo in the Oval Office of the White House early in December 2025. As discussed above, President Trump was interested in Plaintiff's philanthropic initiatives, the non-profit Foundation, and the potential trillion-dollar revenue-generating impact for America. President Trump directed Haley and Caputo to proceed with his team regarding Plaintiff's non-profit Foundation that Defendant Caputo presented to President Trump. After this meeting with President Trump, Defendants Caputo and Keamy often commented on this meeting with President Trump, *inter alia*, in a January 5, 2026, phone call. Haley also commented on this meeting with President Trump in a February 13, 2026, email, detailed below.

127. Based on information and belief, Defendants changed the focus after the meeting in the Oval Office, Defendants proceeded to get rid of Plaintiff, and Defendants attempted to take control of the non-profit Foundation. Defendants had recognized throughout the engagement that

it was necessary for Plaintiff, *inter alia*, to make the presentations, respond to the questions, provide the documentation, and authorize any changes to the philanthropic initiatives after Defendant Caputo had made the introductions as an engaged paid consultant for Plaintiff. However, after the meeting with President Trump in the Oval Office, *inter alia*, Defendants took over, operated to get Plaintiff out of the loop, attempted to clear Defendant Caputo's contractual obligations to Plaintiff by terminating the consulting engagement with Plaintiff, and take control and make Defendant Caputo the "face" of Plaintiff's philanthropic initiatives, the non-profit Foundation, and the intellectual properties. This was in direct contravention of Defendants' duties and obligations and this caused significant damage to Plaintiff's philanthropic initiatives, the non-profit Foundation, and the legacy for America.

128. Defendant Caputo as a PR person and, as Plaintiff later learned, an admitted "smashmouth politician" with Russian connections, proceeded to harm the credibility of Plaintiff's philanthropic initiatives, *inter alia*, (a) by misrepresenting facts (that it is Plaintiff's patent at issue); (b) by letting erroneous criticisms (the ITC does not issue "broad" exclusion orders) go unchallenged; and (c) by directing the focus away from the ITC to the Department of Energy ("DOE"). Such actions also harmed Plaintiff's trade initiatives regarding General Exclusion Orders from the ITC for Chinese imports and, as Plaintiff later learned, may have involved the Defendants' Russian connections and AI (Russian President Putin stated "Artificial intelligence is the future not only of Russia but of all of mankind … Whoever becomes the leader in this sphere will become the ruler of the world").[40]

129. On December 11, 2026, Defendant Caputo reported (a) that Haley was intrigued about Plaintiff's pending non-profit Foundation and Plaintiff's willingness to have his AI patents

[40] Vladimir Putin, September 2017.

contributed to the non-profit Foundation to benefit America, (b) that Haley believed by having non-government control, the American people will have control, be able to use it for America and should avoid the National Science Foundation issues, (c) that Haley felt that it was incredulous that Kratsios "blew us off," (d) that Haley felt that it would be better to go to United States Secretary of Commerce Howard Lutnick ("Lutnick") and to Lutnick's undersecretary Kimmitt, and (e) that Haley was to arrange an appointment for Defendant Caputo to meet with Kimmitt.

130. Regarding the early December 2025 meeting of Haley and Defendant Caputo with the President and Blair about Plaintiff's philanthropic initiatives and the non-profit Foundation, Haley commented to Kimmitt in a February 13, 2026, email "[t]he President directed Michael to talk with Secretary Lutnick but I suggested he start with you to assess if there is something here."

131. In a January 5, 2026, call, Defendant Caputo excluded Plaintiff from a planned meeting with Kimmitt. Defendant Caputo commented that Haley had asked Kimmitt to meet with Defendant Caputo, Defendant Keamy, Kern, and Hyatt's attorney and then, at some future date for Hyatt to meet with the President. But Defendant Caputo's comment was counterproductive--after about a year of work on this matter, Defendant Caputo had been directed time and again to get high-level meetings for Plaintiff and that Plaintiff was the only person able to deal with, *inter alia*, the trade, intellectual property, licensing, and AI technology issues with Kimmitt. Defendant Caputo and Defendant Keamy, in phone calls, often asked Plaintiff basic questions on this subject matter and they misunderstood basic issues of this subject matter, confirming to Plaintiff that they were slow learners and that they did not have suitable knowledge and experience to present this subject matter to an experienced trade professional like Kimmitt. Moreover, Plaintiff made it clear in prior discussions with Defendant Caputo and Defendant Keamy that there was no such "Hyatt's attorney" that could present the different disciplines involved, *inter alia*; the trade, intellectual

property, licensing, and AI technology issues, with Kimmitt and that it was necessary for Plaintiff to be present at the meeting with Kimmitt and support the different disciplines because Plaintiff had the years of technical education and experience, professional patent application drafting experience, patent prosecution experience, successful patent licensing experience, ITC knowledge, current experience in this changing environment, and had been involved in decades of changing issues; *inter alia*, technology and trade.

132. Defendants' exclusion of Plaintiff from communications with Kimmitt continued through Defendant Caputo's termination ("I quit") on or about January 20, 2026, and for months after Defendant Caputo's termination when Defendant Caputo continued to have discussions with Kimmitt, Kellogg, Murdock, and others.

133. Emails dated February 13, 2026, illustrate some of the bad faith acts of Defendants. After a nearly two-month delay following the meeting with President Trump in early December 2025, Haley finally sent an official email from Haley's White House office, to Kimmitt at Kimmitt's government office introducing Defendant Caputo who was to explain "the opportunity" in Murdock's article that was attached to Haley's official email. Defendants Caputo and Keamy withheld the information on the meeting from Plaintiff although Defendants Caputo and Keamy had been informed that Plaintiff was the only person capable of presenting and answering questions about the diverse subject matter, *supra*, that was involved with, *inter alia*, the philanthropic initiatives and the non-profit Foundation.

134. Murdock's article was a creation of two PR persons, Defendant Caputo and Murdock ("I [Defendant Caputo] will call him [Murdock] tomorrow morning to continue helping with his [Murdock's] article. I [Defendant Caputo] think I [Defendant Caputo] have him [Murdock] well-positioned right now" (email dated October 7, 2025, from Defendant Caputo to

Kern and Defendant Keamy)). Murdock said that he drafted his articles for laymen. Plaintiff did not see Murdock's article and was not given an opportunity to fact-check Murdock's article before it was published. Defendant Caputo played a major part in drafting Murdock's article and Defendant Caputo apparently discussed that PR article with Kimmitt.

135. Fortunately, Haley also produced the "two-pager" to Kimmitt which accurately (but briefly) described some of Plaintiff's philanthropic initiatives and the benefits for America. Defendant Caputo required the write-up to be limited to only two pages. Plaintiff complied with the two page limit (including a graphic image at the bottom of the "two-pager"), Defendant Caputo reviewed and made comments on a final draft of the "two-pager," and Defendant Caputo was told and clearly understood that it was necessary for Plaintiff to meet with Kimmitt to answer Kimmitt's questions and to provide more detailed material as needed to explain, *inter alia*, Plaintiff's philanthropic initiatives and the non-profit Foundation.

136. Unfortunately, Defendants used deception to keep Plaintiff from meeting with Kimmitt, *inter alia*, (a) by cancelling a scheduled meeting with Kimmitt on or about February 22, 2026, (b) by failing to inform Plaintiff in advance of meetings with Kimmitt, (c) by substituting a meeting with Kellogg in place of a meeting with Kimmitt (Kellogg did not have Kimmitt's experience with ITC trade issues), and (d) based on information and belief, convincing others, *inter alia*, Defendant Keamy, to secretly undercut Plaintiff. Although Plaintiff on very short notice was prepared to meet with Kimmitt on the phone or fly cross-country to Washington, DC on a one-day notice, Defendants shut out Plaintiff from all phone calls and meetings with Kimmitt and other relevant Administration officials. Upon information and belief, this was intentional by the Defendants who did not want Plaintiff to communicate with the relevant Administration officials because Defendants had ulterior motives, *inter alia*, to remove Plaintiff from the non-profit

Foundation and take control of the non-profit Foundation after the President discussed with Defendant Caputo the potential trillion-dollar revenue-generating impact for America.

137. In an email dated March 12, 2026, Defendant Caputo admitted "As I said, I do not represent Mr. Hyatt." Defendant Caputo stated that Kimmitt had requested "paperwork to detail the Hyatt patent," and Defendant Caputo stated – "I've heard nothing in reply from your end regarding the allegedly requested paperwork to detail the Hyatt patent." However, *inter alia*, (a) Defendant Caputo had not made such a request to Plaintiff, (b) Defendant Caputo knew according to his own writings that there was no such "patent," and (c) upon information and belief Defendant Caputo knew that the relevant "paperwork" needed Plaintiff's expert explanation, *inter alia*, because it covered several different disciplines (invention disclosures and claims, patent prosecution and appeal, Federal court, International Trade Commission, and Chinese factory disciplines) that Plaintiff had worked on for decades.

138. In emails dated March 13, 2026, a PR person (Defendant Caputo), a criminologist (Defendant Keamy), and a tariff trade expert (Kimmitt) communicated among themselves without including Plaintiff and requested information on "the Pioneering AI Application" that is in condition for a patent and any other AI applications. However, Defendant Caputo and Defendant Keamy knew or should have known that this was an unhelpful request and that the express instructions to Defendant Caputo and Defendant Keamy were instead to arrange for communications between Kimmitt or Kellogg and Plaintiff to clarify the relevant information that Kimmitt needed. These instructions were given by Plaintiff and were addressed in Plaintiff's documents reviewed by Defendant Caputo and Defendant Keamy.

139. Defendant Caputo and Defendant Keamy had been instructed to arrange for Plaintiff to communicate directly with Kimmitt so that Plaintiff could explain, *inter alia*, the trade and intellectual property issues and the non-profit Foundation to Kimmitt—one expert to another.

140. In response to President Trump's instructions ("[t]he President directed Michael to talk with Secretary Lutnick"), Haley instead arranged for a meeting with Kimmitt. Plaintiff spent considerable effort to prepare materials on very short notice to answer Kimmitt's anticipated questions and to present and support the philanthropic initiatives; Defendant Caputo was informed by an email dated February 20, 2026, that Plaintiff was going to attend the meeting with Kimmitt; Defendant Caputo was informed by that email that Plaintiff is the only person authorized to speak on the issues; which were well established to be, *inter alia*, the philanthropic initiatives, the ITC procedures, and the non-profit Foundation. However, Defendants would not and did not let that happen—Defendants refused to provide Plaintiff with the requested contact information for the meeting and Defendants cancelled the meeting in an email dated February 21, 2026, from Defendant Caputo stating "This meeting is cancelled," thereby expressly keeping Plaintiff from meeting with Kimmitt. Defendant Caputo then relayed to Plaintiff on February 26, 2026, that he had scheduled (or rescheduled) a meeting with Kimmitt and Kellogg for "tomorrow," February 27, 2026, nearly a week later and again failing to provide Plaintiff with adequate notice and with contact information for the meeting. Moreover, Defendants did not have authority to discuss Plaintiff's confidential information with Kimmitt about, *inter alia*, the philanthropic initiatives the ITC procedures, and the non-profit Foundation, and Defendants were not capable of doing so, *supra*.

141. The February 20, 2026, email to Defendant Caputo stated.

> Mr. Hyatt is the most knowledgeable person on the issues that may be addressed at the February 25th meeting with Mr. Kimmitt, Mr. Kellogg, and you and he is

> the only person authorized to speak on those issues. Therefore, it is necessary that Mr. Hyatt be at that meeting. Thus, Mr. Hyatt will be in Washington D.C. early Wednesday morning to attend that meeting.

142. On information and belief, the Defendants disregarded this statement and made unauthorized and inadequate presentations about, *inter alia*, Plaintiff's philanthropic initiatives, Plaintiff's intellectual property, and Plaintiff's non-profit Foundation.

143. In particular, Haley sent an official email (domain name "who.eop.gov" [Executive Office of the President]) to Kimmitt at Kimmitt's official email address ("To: ********@trade.gov") and to Defendant Caputo dated February 13, 2026, stating the following:

> Hi William -
>
> I am connecting you here with Michael Caputo who would like to grab a few minutes of your time to explain the opportunity that is suggested in the article below.
>
> **The President directed Michael** to talk with Secretary Lutnick but I suggested he start with you to assess if there is something here. [emphasis added].
>
> Thanks.
>
> Vince
>
> [Deroy Murdock's article attached]

144. Haley's official email had the Subject: "CONNECTING WILLIAM KIMMITT AND MICHAEL CAPUTO re 'The USA Can Dominate AI and Make STEM Great Again' | The American Spectator | USA News and Politics" (capitalization in original).

145. But then in violation of the terms of both the Caputo Agreement and the Keamy Agreement, and to the detriment of Plaintiff's philanthropic initiatives and America, Defendant Caputo acknowledged conspiring with Defendant Keamy to keep this Haley email communication "confidential," *infra*, and withholding this relevant communication from Plaintiff. After sending the above-discussed email to Defendant Keamy at "12:59 PM", about two hours later Defendant Caputo sent a follow-up email to Defendant Keamy at "3:17 PM" stating the following:

I just realized this is the first time I've shared an email from a friend [Haley] with a former client. Please keep this confidential so I don't get embarrassed.-

146. Upon information and belief, Defendant Caputo used feigned embarrassment as an excuse to keep this official email from Plaintiff and to continue confidential communications with Defendant Keamy without Plaintiff's knowledge, in violation of the terms of the Caputo Agreement and in violation of the terms of the Keamy Agreement. Defendants' decision to withhold Haley's official February 13, 2026, email to Kimmitt from Plaintiff is evidence of Defendants' malicious and tortious intent in excluding Plaintiff from phone calls and meetings with Administration officials regarding, *inter alia*, Plaintiff's philanthropic initiatives and the non-profit Foundation. Plaintiff's Nevada attorneys have notified Defendant Caputo and Defendant Keamy to preserve documents, and, on information and belief, Plaintiff will obtain more of the withheld communications, similar to this "embarrassed" email, through discovery.

147. Defendant Caputo was informed that Plaintiff needed to be involved in communications with Administration officials by the email dated February 20, 2026, "[t]hus, Mr. Hyatt will be in Washington D.C. early Wednesday morning to attend that meeting" and that February 20, 2026, email further informed Defendant Caputo the following:

> Moreover, in view of the recent adverse tariff decision by the U.S. Supreme Court, Mr. Hyatt is prepared to address an additional way, through the pending Pioneering AI Foundation, to support the Administration in its trade initiatives.

148. Nonetheless, in a subsequent February 21, 2026, email, Defendants cancelled the meeting to keep Plaintiff out of the meeting with Kimmitt.

149. Then, in a subsequent February 26, 2026, communication, Defendant Caputo covered up by suggesting that Plaintiff should instead meet with a DOE Sr. Advisor, W. Kirk Bell.

150. Upon information and belief, Defendant Caputo then attempted to distract Plaintiff from meeting with Kimmitt by representing that Lutnick, and with him Kimmitt, were in serious

trouble because of Lutnick's relationship with Jeffrey Epstein and Defendant Caputo strongly advised that Plaintiff should not work with Lutnick or Kimmitt and instead Plaintiff should work with the Secretary of Energy, Chris Wright, and the Sr. Advisor, W. Kirk Bell, in the DOE.

151. Plaintiff has not received any indication that Defendants have advised the Administration that there is an additional way, through the pending Pioneering AI Foundation, to support the Administration in its trade initiatives in view of that adverse tariff decision by the U.S. Supreme Court. Thus, upon information and belief, Defendants have caused further harm to America.

4. <u>Defendants Caputo and MCPR's Further Interference and Resignation and Further Activities Following Resignation</u>

152. On or about January 11, 2026, Defendant Caputo relayed to Plaintiff that Defendant Caputo made statements to Haley, Kimmitt, Kellogg, Martin, and Kratsios about Plaintiff misrepresenting facts and issues. Defendant Caputo's negative statements regarding Plaintiff were made after Defendant Caputo and President Trump discussed the non-profit Foundation's potential trillion-dollar revenue-generating impact for America and after Plaintiff's refusal to grant Defendant Caputo a position on the Foundation's Board of Directors.

153. Defendant Caputo briefly described his pursuits in the draft article that Defendant Caputo worked on with Plaintiff as follows:

> "Our [] gifts to America on her 250th birthday.
> by Michael Caputo and Gil Hyatt
> …
> Happy 250th birthday America."[41]

154. On or about January 11, 2026, Defendant Caputo suggested to Plaintiff that Defendant Caputo could arrange for Haley and Plaintiff to communicate directly about presenting

[41] *See* Exhibit C – the "article."

the non-profit Foundation as a 250-birthday gift to America in light of Haley's oversight of the "America 250 Task Force." Defendant Caputo failed to arrange any direct communication between Haley and Plaintiff and Defendant Caputo, upon information and belief, instead continued to communicate directly with Haley and Defendant Keamy about, *inter alia*, Plaintiff's philanthropic initiatives and the non-profit Foundation without Plaintiff's involvement.

155. On or about January 20, 2026, Defendant Caputo relayed to Plaintiff that Kellogg suggested to Defendant Caputo that Haley should request that Kimmitt meet with Defendant Caputo and that Kimmitt asked Kellogg to meet with Defendant Caputo. Defendants never invited Plaintiff to attend any meeting and never scheduled any meeting with Plaintiff. Instead, Defendant Caputo claimed that that an unidentified "friend" told Defendant Caputo that Kimmitt feared meeting with Plaintiff because the "tech bros are circulating him [*sic*]." Defendant Caputo failed to disclose the identity of his "friend" and otherwise substantiate this statement regarding Kimmitt's alleged fear of meeting with Plaintiff.

156. On or about January 20, 2026, Defendant Caputo claimed that his primary objective was to arrange a meeting between Kimmitt and Plaintiff. Defendants failed to arrange such a meeting and provided no confirmation regarding any efforts to facilitate such a meeting to the detriment of America.

157. On or about January 20, 2026, Defendant Caputo represented to Plaintiff that Defendant Caputo previously had 2,000 clients and forty years of experience in the public relations industry. In that same communication, Defendant Caputo demanded that Plaintiff authorize the publication of an erroneously edited version of an article in place of a truthful version that Plaintiff had drafted. Upon information and belief, Defendant Caputo had drafted the erroneous version of the article based on Plaintiff's truthful version of the article. When Plaintiff refused to authorize

the publication of the erroneous version of the article, Defendant Caputo verbally stated that he quit.

158. Defendant Keamy was aware that Defendant Caputo verbally quit on January 20, 2026.

159. Following Defendant Caputo's verbal statement that he quit on or about January 20, 2026, upon information and belief, Defendant Caputo continued to discuss Plaintiff's confidential information with third parties absent Plaintiff's authorization. Defendant Caputo did not submit invoices after Defendant Caputo quit. Defendant Caputo stated that he wanted more money if he was able to arrange meetings for Plaintiff after he quit, but Plaintiff did not agree to further payments and did not make further payments to Defendant Caputo or to MCPR. Nevertheless, after Defendant Caputo quit, Defendant Caputo continued to have unauthorized communications with Administration officials, *inter alia*, regarding Plaintiff's philanthropic initiatives, Plaintiff's non-profit Foundation, and Plaintiff's intellectual properties.

160. On or about February 20, 2026, Defendant Caputo represented that Defendant Caputo and others were not "beholden to special interest groups."

161. On or about February 20, 2026, Defendant Caputo relayed that Defendant Caputo and Haley discussed that Kellogg arranged a first meeting with Defendant Caputo alone and a second meeting for whoever Defendant Caputo wanted to join. Defendant Caputo purposefully failed to invite Plaintiff to any such meetings.

5. <u>Defendant Keamy's Resignation and Further Activities Following Resignation</u>

162. Defendant Keamy resigned on or about July 21, 2026, leaving multiple mutually agreed upon assignments incomplete. This constituted several breaches of the Keamy Agreement, *supra*.

163. Defendants Keamy and Regal's 2016 invoices stated, "Make all checks payable to Defendant Regal." However, the California Secretary of State does not have a listing for a "Regal Financial" nor did Defendants Keamy or Regal clarify the nature of Defendant Regal's status as a purported legal entity. It is noteworthy that both Defendant Keamy and Defendant Regal are located at the same address ("4924 Balboa Blvd. #112"; "Encino, CA 91316"). Moreover, Defendants Keamy and Regal's demand letter dated July 21, 2026, discussed below, indicates that "Payment should be made to: Jonn Keamy," which is different from the above described "Make all checks payable to Regal Financial," further calling into question the legitimacy of Defendant Regal as a legal entity.

164. Defendants Keamy and Regal sent an invoice dated June 30, 2026, ("Invoice from 6/16/2026-6/30/2026," total $19,310.00) addressed to Plaintiff's Nevada attorney for alleged services and expenses in violation of the Keamy Agreement.

165. Defendants Keamy and Regal issued a final invoice dated July 2, 2026, followed by a sequence of progressively corrected versions of the final invoice correcting various admitted errors in the final invoice; which ranged from $26,260.00 in the demand letter dated July 21, 2026, reduced to the most recent amount of $8,380.00 set forth in an email from Defendant Keamy to Plaintiff's Nevada attorney dated August 5, 2026.

166. Defendant Keamy's demand letter ("Re: **Demand for Payment-Outstanding Invoice No. 103 in the Amount of $26,260.00**" (emphasis in original)) dated July 21, 2026, included many misrepresentations that, on information and belief, are illustrative of Defendant Keamy's ulterior motives, *inter alia*, including the following misrepresentations by Defendant Keamy.

167. Defendant Keamy's first misrepresentation in his July 21, 2026, demand letter alleges that his engagement with Plaintiff was "pursuant to the March 1, 2011 engagement letter." However, as explained above, the relevant engagement was pursuant to the 2016 Keamy Agreement which superseded the "2011 engagement letter."

168. Defendant Keamy's second misrepresentation in his July 21, 2026, demand letter involved the "agreed" billing rate, but Defendant Keamy failed to mention that he has increased the billing rate significantly without prior written approval and agreement, as further discussed below.

169. Defendant Keamy's third misrepresentation in his July 21, 2026, demand letter included a statement that "invoices were to be submitted periodically," but the Keamy Agreement required that the invoices be submitted monthly, which Defendants Keamy and Regal have violated, *supra*.

170. Defendant Keamy's fourth misrepresentation in his July 21, 2026, demand letter alleged a total of $26,260.00 "for properly performed pursuant to our engagement," but that statement was erroneous, as admitted to by Defendant Keamy, *supra*.

171. Defendant Keamy's fifth misrepresentation in his July 21, 2026, demand letter included false allegations relating to communications about when and how invoices would be paid by Plaintiff.

172. Defendant Keamy's sixth misrepresentation in his July 21, 2026, demand letter alleged that "an email inquiry has gone unanswered," however, Plaintiff's Nevada attorneys timely responded to Defendant Keamy's email inquiries.

173. Defendant Keamy's seventh misrepresentation in his demand letter alleged "[t]here is no legitimate dispute regarding the services performed or the amount due." However, there are

significant disputes, *inter alia*, including services not being adequately performed, services not being completed, errors in the invoices (e.g., "the outstanding balance of **$26,260.00**," emphasis in the original), and breaches of the Keamy Agreement, *supra*.

174. Defendant Keamy included a statement in his July 21, 2026, demand letter that "All parties have been aware of my general discomfort for over a year [thus including before July 2025]." Upon information and belief, Defendant Keamy's "general discomfort" was because Plaintiff would not submit to Defendant Keamy's insubordination, *supra*, and because Plaintiff would not permit Defendant Keamy's breaches of the Keamy Agreement, *supra*. Furthermore, Defendant Keamy's "general discomfort" and insubordination started after Defendant Keamy learned about the potential trillion-dollar revenue-generating impact the non-profit Foundation would have for America.

F. DEFENDANTS CAPUTO AND MCPR'S MISREPRESENTATIONS RELATED TO INVOICES AND PAYMENTS

175. In accordance with the Caputo Agreement, Defendant Caputo and MCPR were paid for their services in response to invoices issued by Defendants Caputo and MCPR. However, *inter alia*, (a) Defendants Caputo and MCPR obfuscated the true identity of the entity to which the payments were made, (b) Defendants Caputo and MCPR billed for services not yet rendered, and (c) upon information and belief, Defendants Caputo and MCPR funneled money to Defendant Caputo's personal account.

176. The Caputo Agreement expressly limited the time that Defendant Caputo could bill ("Caputo will not bill for travel time or non-productive time"). However, Defendant Caputo failed to separate out the billable time for services from the non-billable travel time and from the non-billable non-productive time in the invoices.

177. Defendant Caputo signed the Caputo Agreement representing that Defendant Caputo was the President of "Michael Caputo Public Relations" located at 5352 Ferrari Avenue, Ave Maria, FL 34142 *circa* February 2025. As explained further below, upon information and belief, Defendant Caputo did not have the position of President *circa* February 2025 at any entity in Florida doing business as "Michael Caputo Public Relations."

178. Defendants Caputo and MCPR issued seven (7) invoices and, pursuant to the Caputo Agreement, Plaintiff paid each of the seven (7) invoices with a check drawn on the "Morgan Stanley" account of Plaintiff "Gilbert P. Hyatt." Each of the seven (7) checks was expressly sent with a cover letter personally addressed to Defendant Caputo, "Michael Caputo Public Relations," "Dear Michael." Each of the seven (7) checks was sent in an envelope addressed to "Michael Caputo," "Michael Caputo Public Relations," "5352 Ferrari Avenue," "Ave Maria, Florida 34142." Each of the seven (7) checks was sent by "FedEx Priority Overnight" and delivered to Michael Caputo" at the 5352 Ferrari Avenue, Ave Maria, FL 34142 address. Each of the seven (7) payments was made, consistently, in full compliance with the Caputo Agreement and with good faith contractual procedures.

179. The Caputo Agreement provided for three payments for retainers followed by payments for "Services" at an hourly rate. In April 2025, Defendants Caputo and MCPR began to send Plaintiff invoices for services rendered. Invoices for the services were issued by "Caputo Public Relations," on its face an unknown entity. Moreover, the invoices for services were sent early before the period covered by the invoice expired and thus the invoices for services could not have had support for the charges made for the period. For instance, an invoice dated November 3, 2025, is represented by the Defendants to be for "November 1 – November 31, 2025" "Public Relations Services" "40 hours at $250 hourly" and an invoice dated July 12, 2025,

is represented by the Defendants to be for “July 1 – July 31, 2025” “Public Relations Services” “40 hours at $250 hourly.” Thus, “Caputo Public Relations” could not have known on November 3, 2025, or on July 12, 2025, the consulting services to be performed for the subsequent weeks of the month for which “Caputo Public Relations” was billing.

180. The two (2) invoices dated November 3, 2025, and December 1, 2025, were emailed on November 4, 2025, and December 1, 2025, respectively, by an identified Public Relations Specialist from Defendant MCPR, Blaise Carney, each with Defendant Caputo carbon copied.

181. Each of the invoices submitted by “Caputo Public Relations” recited a wire transfer address to “Michael Caputo Public Relations” in an account in “Bank of America” in the village of “East Aurora, NY.” Upon information and belief, East Aurora, NY was Defendant Caputo’s hometown, East Aurora later became Defendant Caputo’s family residence and business base, East Aurora served as the center of much of Defendant Caputo’s Western New York political activity, by 2016 Defendant Caputo’s PR firm was publicly described as operating from East Aurora, and by May 2022 Defendant Caputo moved to Florida. Upon information and belief, this East Aurora Bank of America account is Defendant Caputo’s personal account and the account’s affiliation with Defendant MCPR and other individuals and entities is unknown.

182. Upon information and belief, the checks written to “Michael Caputo Public Relations” were deposited into Defendant Caputo’s East Aurora Bank of America personal account, *inter alia*, (a) the check dated December 15, 2025, merely has illegible initials and illegible stamped paragraphs on the back of the check; (b) the check dated August 1, 2025, merely has hand-writing on the back of the check that states “FOR DEPOSIT” with illegible initials and illegible stamped paragraphs; and (c) the check dated October 24, 2025, has printing on the back

of on the back of the check that states “Credited To The Account Of The Within Named Payee Endorsement [] Bank Of America [].”

183. In total, Plaintiff made $100,000.00 worth of payments to Defendants Caputo and MCPR that included the invoiced retainer payments and the invoiced payments for services.

G. DEFENDANTS’ BREACH OF DUTIES AND OBLIGATIONS

184. In violation of express instructions, Defendants kept Plaintiff from participating directly in any and all meetings and in any and all other communications with Administration officials and instead relayed to Plaintiff information about Defendant Caputo’s own attempts to explain specialized features to Administration officials, *inter alia*, (a) misrepresenting patent applications as patents, (b) preventing Plaintiff from correcting misrepresentations by Administration officials, (c) upon information and belief agreeing with false speculation by Administration officials rather that providing Plaintiff an opportunity to provide facts and explanations to correcting the false speculation, (d) making degrading remarks about Administration officials (Lutnick and Kimmitt), and (e) attempting to distract Plaintiff by changing the focus of discussions, *inter alia*, from international trade at the ITC to energy at the DOE without Plaintiff’s approval to do so.

185. To date, Defendants have not provided Plaintiff with any records as requested – including but not limited to any notes, emails, and texts –regarding any of the communications and contacts or attempted communications and contacts that Defendants Caputo and MCPR had with President Trump, Haley, Kimmitt, Kellogg, Martin, Kratsios, Parker, Lutnick, or Blair regarding Plaintiff, Plaintiff’s philanthropic initiatives, or the non-profit Foundation.

186. To date, Defendants have not provided Plaintiff with any records as requested – including but not limited to any recordings, documents, reports, notes, emails, and texts – from the

meetings that Defendants Caputo and MCPR had with President Trump, Haley, Kimmitt, Kellogg, Martin, Kratsios, Parker, Lutnick, or Blair regarding Plaintiff, Plaintiff's philanthropic initiatives, or the non-profit Foundation.

187. To date, Defendants have not provided Plaintiff with any rationale for why Defendants failed to arrange any direct communications or meetings between Plaintiff and President Trump, Haley, Kimmitt, Kellogg, Martin, Kratsios, Parker, Lutnick, or Blair regarding Plaintiff, Plaintiff's philanthropic initiatives, or the non-profit Foundation.

188. Defendants have not provided any rationale for why Defendant Caputo reported that the meeting on or about February 25, 2026, between Defendant Caputo, Kellogg, and Kimmitt in Washington, DC was cancelled or (b) for why Defendant Caputo later reported that he met with Kellogg and Kimmitt regarding Plaintiff's philanthropic initiatives without Plaintiff's participation or authorization.

189. Defendants Caputo and MCPR have not provided Plaintiff with adequate support for the invoices submitted by Defendants Caputo and MCPR dated April 25, 2025, July 12, 2025, October 24, 2025, November 3, 2025, and December 1, 2025, which were paid pursuant to the Caputo Agreement.

190. Plaintiff has not been able to determine which person or entity received the benefit of the invoice payments to Michael Caputo Public Relations.

191. In violation of the Caputo Agreement and the Keamy Agreement, upon information and belief, Defendants Caputo and Keamy secretly communicated and conspired between themselves and their co-conspirators, *inter alia*, about their own objectives for the non-profit Foundation, for Plaintiff's philanthropic initiatives, and for their ways to personally benefit from the non-profit Foundation.

192. In further violation of the Caputo and Keamy Agreements, upon information and belief, Defendant Caputo and Defendant Keamy conspired to withhold relevant information and documentation from Plaintiff. In further violation of the Caputo and Keamy Agreements, upon information and belief, Defendant Caputo swore Defendant Keamy to secrecy regarding that withheld information and documentation.

193. In further violation of the Caputo and Keamy Agreements, on information and belief, Defendants Caputo and Keamy shared relevant confidential information regarding, *inter alia*, Plaintiff's intellectual properties between themselves and with third parties without express authorization from Kern or Plaintiff and to the detriment of Plaintiff and America.

H. <u>DEFENDANTS CAPUTO AND MCPR'S FURTHER MISREPRESENTATIONS LEARNED FROM INVESTIGATIONS FOLLOWING THE TERMINATION OF THE CAPUTO AGREEMENT AND CESSATION OF SERVICES PROVIDED BY DEFENDANTS CAPUTO AND MCPR</u>.

194. Defendant Caputo held himself out to Plaintiff as the President of Michael Caputo Public Relations at least as early as February 5, 2025, according to the Caputo Agreement. Defendant MCPR's website also identifies Defendant Caputo as a "Vice President" of Defendant MCPR.[42]

195. Defendant Caputo held Michael Caputo Public Relations out to be a legitimate company with Defendant Caputo as President, according to the Caputo Agreement. Recently, Plaintiff has attempted to identify but has been unable to identify the existence of Michael Caputo Public Relations separate and apart from Defendant MCPR. Upon information and belief, Michael Caputo Public Relations and Caputo Public Relations are either fictitious entities or are the same entity as Defendant MCPR. Moreover, the uncertainty of what entities, officers, and nationalities that Plaintiff is doing business with causes concerns as to their legitimacy particularly in view of,

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[42] https://caputopr.com/ (last visited September 4, 2026).

inter alia, the long-time Russian connections of Defendant Caputo, and the Government investigations (discussed further below).

196. At no point in time did Defendants Caputo or MCPR disclose to Plaintiff that any other individual or affiliate had any ownership interest or managerial authority over Defendant MCPR.

197. As stated in the Caputo Agreement, at least as early as February 5, 2025, Defendant Caputo held the corporate address of Defendant MCPR as 5352 Ferrari Avenue Ave Maria, FL 34142.

198. At no point in time did Defendants Caputo and MCPR disclose to Plaintiff that any other corporate address was used by or affiliated with Defendant MCPR.

199. According to Defendant MCPR's Articles of Incorporation obtained from the Florida Department of State, Defendant MCPR was incorporated in the State of Florida on or about October 14, 2003.[43] The corporation's principal office was listed as 10281 East Bay Harbor Drive, Suite P, Bay Harbor, Florida 33154.

200. According to For Profit Annual Reports filed with the Florida Department of State, Defendant Caputo served as Defendant MCPR's President from 2011 until 2019. Defendant MCPR's principal office changed on multiple occasions until 2019 when the For Profit Annual Report listed the principal place of business as 15901 Collins Avenue, Apt. 904, Sunny Isles Beach, FL 33610.[44]

201. On or about June 18, 2020, Petrushin assumed the role as President of Defendant MCPR,[45] according to the 2020 For Profit Annual Report filed with the Florida Department of

[43] Exhibit K – Articles of Incorporation.
[44] Exhibit L – For Profit Annual Report.
[45] Exhibit M – For Profit Annual Report.

State. Petrushin has remained President of Defendant MCPR at least through July 4, 2026, according to the State of Florida Division of Corporations.[46]

202. Upon information and belief, Petrushin is a Russian entrepreneur and associate and business partner of Defendant Caputo. In 2021, Defendant Caputo stated in a phone interview with a journalist that Petrushin was his business partner and friend for twenty-five years.[47]

203. Following the termination of the Caputo Agreement and cessation of services provided by Defendants Caputo and MCPR, Plaintiff learned that Defendant Caputo referenced his relationship with Petrushin in his interview by the House Permanent Select Committee on Intelligence ("HPSCI") in relation to its investigation into Russia's interference with campaign targeting the 2016 U.S. election.[48] In this interview, Defendant Caputo stated that he first met Petrushin in Russia in 1994 and in 2015 the two initiated a merger of their agencies to allow them to work together to significantly expand their public relations business in the United States market.

204. On or about January 21, 2020, a documentary produced by Defendant Caputo aired on One America News Network ("OANN") shortly before President Trump's Senate impeachment trial for withholding military aid from Ukraine while pressuring the country to launch criminal investigations of the Biden family entitled "*The Ukraine Hoax: Impeachment, Biden Cash, and Mass Murder*," which promoted a theory of corruption on the part of former President Joseph R. Biden Jr. ("President Biden") and his family in Ukraine. Upon information and belief, the documentary was co-produced by Petrushin.[49]

[46] Exhibit N – Florida Division of Corporations.
[47] Vincens, AJ; Freidman, Dan (16 March 2021), "Russia Worked to Boost Trump in 2020—With Help From Giuliani, Fox News, and OANN: A US intelligence report also reveals Iranian meddling and Chinese consideration of similar efforts."
[48] https://democrats-intelligence.house.gov/uploadedfiles/mc4.pdf
[49] https://www.motherjones.com/politics/2021/03/russia-worked-to-boost-trump-in-2020-with-help-from-giuliani-fox-news-and-oann/.

205. In a report declassified by the Office of the Director of National Intelligence ("ODNI Report") on March 15, 2021[50], regarding foreign actors' intentions and efforts to influence or interfere with the 2020 U.S. federal elections, a Russian influence agent named Konstantin Kilimnik ("Kilimnik") was referenced who was reported to be connected to the Russian Federal Security Service ("FSB"). According to the ODNI Report, Kilimnik and other associates helped produced a documentary that aired on a U.S. national television network in late January 2020. Upon information and belief, the ODNI Report likely referred to the "*The Ukraine Hoax: Impeachment, Biden Cash, and Mass Murder*," documentary, also produced by Defendant Caputo and Petrushin.

206. Upon information and belief, in 2020 Defendant Caputo published a novel entitled, "The Ukraine Hoax: How Decades of Corruption in the Former Soviet Union Republic Led to Trump's Phony Impeachment." The novel's synopsis explains how Defendant Caputo ties President Trump's impeachment to "the Russia hoax and introduces new participants – shady diplomats, corrupt politicians, treacherous murderers, and a billionaire scheming in the background." The synopsis describes Defendant Caputo as "a former aide to candidate Donald Trump whose close ties to the former Soviet Union put him in the crosshairs of federal investigators."[51]

207. On or about May 19, 2026, Defendant Caputo posted a copy of a letter addressed to Attorney General Todd Blanche on Defendant Caputo's social network X account[52] in which he requested $2.7 million in restitution and reimbursement from the recently established United States Department of Justice's Anti-Weaponization Fund. In this letter, Defendant Caputo

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[50] https://www.dni.gov/files/ODNI/documents/assessments/ICA-declass-16MAR21.pdf
[51] https://www.amazon.com/Ukraine-Hoax-Corruption-Republic-Impeachment/dp/1637586507
[52] https://x.com/MichaelRCaputo/status/2056876997519798663

admitted that he was "a 2016 target of the illegal Crossfire Hurricane investigation" and the subject of a 2021 FBI investigation into his "One America News documentary, 'The Ukraine Hoax,' which detailed Biden corruption in Ukraine."

208. Defendants Caputo and MCPR never disclosed any affiliation or association with any Russian intelligence agents, involvement in any propaganda documentaries, or investigations in which they were targeted prior to the execution of the Caputo Agreement despite the Caputo Agreement including a provision related to conflicts of interest.

209. Defendants Caputo and MCPR's misrepresentations and unauthorized actions caused Plaintiff distress, *inter alia*, by causing harm to America regarding the confidentiality and security of Plaintiff's intellectual property and Defendants Caputo and MCPR's attempted takeover of the non-profit Foundation. The misrepresentations were also damaging to the reputation and prospective economic value of the non-profit Foundation, which was created to benefit America.

I. DAMAGES CAUSED BY DEFENDANTS' HARM TO AMERICA AND HARM TO PLAINTIFF'S LEGACY FOR AMERICA

210. Defendants were informed, *inter alia*, that (a) Plaintiff had worked for many decades and spent tens of millions of dollars of Plaintiff's own capital developing the philanthropic initiatives; (b) Plaintiff had worked for many years developing the non-profit Foundation; (c) Plaintiff was concerned about the future of America; and (d) Plaintiff wanted to repay America for the American Dream that America gave to Plaintiff and his extended family—his legal immigrant family has resided in America for more than 100 years. This caused Plaintiff concern because the Defendants wasted time and opportunity for Plaintiff's philanthropic initiatives and non-profit Foundation to help the Administration make America great again. This essentially caused incalculable loss in benefits for America and the World which is somewhat implicitly recognized

by Defendant Caputo and President Trump discussing the trillion-dollar potential impact that the non-profit Foundation could have and the incalculable loss in benefit to society of the "super-educated generation" and to America's trade policies addressed in Plaintiff's two recent Op-Eds.[53, 54]

211. Defendant Caputo informed Plaintiff that President Trump would understand the USPTO's weaponization against Plaintiff because activists had weaponized the courts against President Trump. However, Plaintiff was concerned when Defendant Caputo failed to address this weaponization issue with President Trump.

212. Defendant Caputo worked with Martin, the then-Director of the Weaponization Working Group, to investigate the USPTO's SAWS for its 20 years of weaponization against SAWS victims and to investigate the USPTO favoritism of Chinese inventors with the Patent Prosecution Highway ("PPH"). Defendant Caputo caused additional concern by distorting the public narrative surrounding Plaintiff's philanthropic initiatives and commandeering the non-profit Foundation and its potential trillion-dollar impact to Defendants' own benefit.

213. Defendant Caputo violated President Trump's directions and Haley's efforts keeping Plaintiff out of the meetings with Kimmitt, depriving Kimmitt of the benefit of Plaintiff's knowledge and experience on multiple discipline subject matter, then explaining that Kimmitt and Lutnick were tainted by Lutnick's involvement with Jeffrey Epstein and thus necessitating that Plaintiff meet instead with the Sr. Advisor, W. Kirk Bell of the DOE. This concerned Plaintiff because it violated President Trump's directions and Haley's efforts and detracted from Plaintiff's trade initiatives through the ITC.

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[53] Exhibit O – Plaintiff's Op-Ed titled "AI Foretells a Future of Abundant, Happy Work."

[54] Exhibit P – Plaintiff's Op-Ed titled "Trump wants another tariff. Congress already gave him a stronger weapon."

214. In Plaintiff's 88th year, 2026, Plaintiff wanted to give America a 250-birthday present and give Plaintiff's two large plaques for President Trump to post in appropriate locations to commemorate America's 250 birthday and to help make America great again, but Defendants harmed Plaintiff and America by preventing that from happening.

215. Plaintiff has suffered further by knowing that Defendants continued to discuss the fruits of Plaintiff's labor without the context or knowledge required to adequately convey Plaintiff's carefully developed initiatives.

216. Defendants further harmed Plaintiff, upon information and belief, by disclosing confidential information and work product without authorization to individuals and entities that wish to do damage to America.

217. Plaintiff has suffered damages because of the malicious acts of the activists that have been caused by and exacerbated by Defendants' conduct.

J. <u>PLAINTIFF'S REQUESTS AND DEFENDANTS' FAILURE TO RESPOND</u>

1. <u>Defendants Caputo and MCPR</u>

218. Following Defendant Caputo's statement to Plaintiff that he "quit", on or about January 22, 2026, a letter was sent to Defendant Caputo via email requesting that Defendants deliver all files, records, and documents, whether in hard-copy or electronic form, mentioning, referencing, or relating in any way to Plaintiff and the services Defendants Caputo and MCPR and their identified and unidentified affiliates provided according to the Caputo Agreement within five business days. Defendants Caputo and MCPR failed to provide any requested material and instead directed any further communications to his purported attorney.[55]

219. On or about February 11, 2026, a letter was sent to Defendant Caputo's purported attorney via email and U.S. mail seeking preservation by Defendants Caputo and MCPR of all documents within the possession, custody, or control of Defendants Caputo and MCPR relating to the Caputo Agreement and Plaintiff, including but not limited to all communications, written or electronic, in the form of emails, text messages, social media communications, notes, meeting minutes or records, and communications with third parties or consultants. No response to this letter or confirmation of receipt was received.

220. On or about March 4, 2026, a supplemental letter was sent to Defendant Caputo's purported attorney via email and U.S. mail seeking preservation of documents and related data to additional persons and entities. No response to this letter or confirmation of receipt was received.

221. On or about March 6, 2026, a letter was sent to Defendant Caputo's purported attorney via email and U.S. mail seeking a status update on a response to the January 22, 2026, letter sent to Defendants Caputo and MCPR seeking the delivery of material to Plaintiff. No response to this letter or confirmation of receipt was received from Defendant Caputo's purported attorney. However, on or about March 10, 2026, Defendant Caputo sent text messages to Kern

[55] Counsel of record has not received independent verification, from the attorney identified by Defendant Caputo or otherwise, to suggest that the identified attorney does indeed represent Defendant Caputo.

and Defendant Keamy referencing a "threatening letter" from Plaintiff's attorney thereby confirming Defendant Caputo's acknowledgement of at least one of the prior letters sent. In these text messages, Defendant Caputo also stated, "after Russiagate, cancer we have nothing to give."

222. On or about March 11, 2026, a letter was sent to Defendant Caputo's purported attorney via email and U.S. mail requesting that Defendant Caputo direct all communications concerning Plaintiff to Plaintiff's attorney in response to Defendant Caputo's March 10, 2026, text messages. On or about March 15, 2026, Defendant Caputo sent an email to Kern and Defendant Keamy stating that Plaintiff "says no more contact," thereby acknowledging Defendant Caputo's awareness of the March 11, 2026, letter.

223. On or about March 26, 2026, and April 2, 2026, letters were sent to Defendant Caputo's purported attorney via email and U.S. mail seeking acknowledgement of the receipt of prior letters and that Defendant Caputo provide the documents and materials to Plaintiff that he was obligated to provide under the Caputo Agreement. No response to these letters or confirmation of receipt was received.

224. On or about May 5, 2026, a letter was sent to Defendant Caputo's purported attorney via email and U.S. mail requesting that Defendant Caputo provide all records, including notes, emails, and texts, in accordance with the Caputo Agreement, regarding a number of non-exhaustive categories relating to the services purportedly rendered by Defendants Caputo and MCPR according to the Caputo Agreement. No response to this letter or confirmation of receipt was received.

2. <u>Defendants Keamy and Regal</u>

225. Defendants Keamy and Regal have been engaged by Plaintiff for more than a decade. Recently, Defendant Keamy engaged in a pattern of insubordination, *inter alia*,

intentionally breaching the Keamy Agreement, *supra*, insisting on projects, interrelationships, and expenditures that Plaintiff told him were counterproductive, defending Defendant Caputo when it became clear that Defendant Caputo was exhibiting counterproductive behavior, *inter alia*, defaming Secretary Lutnick regarding the Jeffrey Epstein affair, *supra*, and reacting negatively when Defendant Keamy was informed that he could not have access to certain privileged information because he had become untrustworthy. Because of that recent pattern of insubordination, Plaintiff requested that Defendant Keamy provide "backup" for the then-current invoice, which was followed weeks later by Defendants Keamy and Regal resigning in mid-July 2026.

226. In recent years, Defendant Keamy's invoices were paid without meaningful verification, *inter alia*, because of Plaintiff's long-time engagement with Defendant Keamy. However, in the approximately six months leading up to July 2026, Defendant Keamy became increasingly insubordinate, *inter alia*, by continuing to violate various terms of the Keamy Agreement. Plaintiff attempted to resolve the issues with Defendant Keamy, but then in mid-July 2026, Defendant Keamy resigned. Defendant Keamy's insubordinate attitude and behavior began a couple of months after Defendant Caputo's meeting with President Trump in early December 2025 when Defendant Keamy learned that Plaintiff's non-profit Foundation could have a trillion-dollar revenue-generating impact for America, *supra*.

227. As part of the Defendant Keamy termination proceedings, an audit was conducted of Defendant Keamy's invoices, expenses, and payments. This audit revealed a material error--Defendant Keamy had invoiced for a $6,000 expense for a payment made to a vendor, Defendant Keamy had been paid by Plaintiff for that invoiced expense, but Defendant Keamy had not paid that expense to the vendor. Plaintiff thus found it necessary to have the audit extended into

Defendant Keamy's financial history. Plaintiff in the meantime had to make immediate payment to the vendor to maintain the relationship with the vendor.

228. The initial part of the audit has determined that Defendant Keamy was in violation of several provisions of the Keamy Agreement, *supra*. For example, Defendant Keamy had initially invoiced at the $90/hour provided for in the Keamy Agreement, but Defendant Keamy then raised his hourly rate from $90/hour to a 2026 hourly rate of about $240/hour. Defendant Keamy has refused to provide his records to Plaintiff's attorneys and Plaintiff does not have any records of approval of any of those fee rate increases. Therefore, Plaintiff presumes that there is no written approval for deviating from the $90/hour contractual rate.

229. Moreover, the Keamy Agreement requires Defendants Keamy and Regal to issue monthly invoices. However, Defendant Keamy has been issuing bi-monthly invoices. Defendant Keamy has refused to provide his records to Plaintiff's attorneys and Plaintiff does not have any records of approval of bi-monthly invoices. Therefore, Plaintiff presumes that there is no written approval for deviating from the contractual monthly invoices.

K. PLAINTIFF'S CONCERNS REGARDING THE SAFETY AND CONFIDENTIALITY OF HIS PHILANTHROPIC INITIATIES AND INTELLECTUAL PROPERTIES IN VIEW OF DEFENDANTS' ACTIONS AND FOREIGN AND DOMESTIC RELATIONSHIPS

230. Plaintiff has significant concerns regarding, *inter alia*, the safety and confidentiality of his philanthropic initiatives and intellectual properties in view of Defendants' actions and foreign and domestic relationships. Upon information and belief:

a. Plaintiff confided confidential and trade secret information to the Defendants in confidence and depended on Defendants to maintain confidentiality with trusted Administration officials, however, after Defendant Caputo's termination and after

Defendant Keamy's termination, Plaintiff received information that caused him concern for the confidentiality, *inter alia*, of his philanthropic initiatives and intellectual properties.

b. Defendant Caputo lived in Russia for years and was involved with Russian persons and entities both in Russia and in America, *inter alia*, his position as Executive Vice President of MCPR made him responsible to the Russian president of MCPR, Petrushin; Defendant Caputo's involvement with various "Zeppelin"-named entities (Zeppelin Communications; Zeppelin Communications LLC; Zeppelin Kitchen LLC; A List Zeppelin Investment, LLC) in Russia and/or in America.

c. Coke Stewart ("Stewart"), former Acting Director of the USPTO, and Martin, former Director of the DOJ Weaponization Working Group, both resigned from the Administration following the recent 2026 USPTO deposition testimony in a Morinville and Plaintiff SAWS class action litigation regarding a Martin letter of investigation signed by Martin as Director of the DOJ Weaponization Working Group and addressed to Stewart, as Acting Director of the USPTO. This letter initiated an investigation of the USPTO regarding 20 years of weaponization using the USPTO secret SAWS program. Both Martin and Stewart had access to all of Plaintiff's more than 50 years of confidential intellectual property information that is on file at the USPTO and Defendant Caputo was involved with Martin's investigation letter and was involved with both Martin and Stewart. Morinville and Plaintiff are the named "members" and Plaintiffs in the SAWS class action litigation. Defendant Caputo was involved with both Martin and Stewart; thus, Plaintiff has significant concerns, *inter alia*, regarding the safety and confidentiality of his confidential information.

d. Defendants Caputo and MCPR have wrongfully used purported attorneys to avoid his contractual obligations, *inter alia*, Defendant Caputo's obligation to protect the confidentiality of Plaintiff's information and Defendant Caputo's obligation to produce records upon termination as a paid consultant of Plaintiff, discussed above, by refusing to respond to Plaintiff's requests and demands.

e. Defendants Keamy and Regal have wrongfully used purported attorneys to help avoid their contractual obligations, *inter alia*, Defendant Keamy's obligation to protect the confidentiality of information and Defendant Keamy's obligation to produce records upon termination as a paid consultant of Plaintiff, discussed above, by refusing to comply with Plaintiff's requests and demands.

f. Defendant Keamy signed two different Protective Orders by two different United States District Judges in the District Court for the District of Columbia in 1:09-cv-001872-PLF and 1:19-cv-01779-CKK regarding access to protected USPTO documents and information requiring, *inter alia*, return of protected documents to the USPTO upon termination. Defendants Keamy and Regal were provided with documents and material subject to each of the two Protective Orders. However, Defendants Keamy and Regal terminated the Keamy Agreement and refused to provide any protected documents or material to Plaintiff's attorneys, as requested, and therefore Defendants Keamy and Regal are in violation of both Protective Orders.

COUNT ONE
Tortious Interference with Prospective Economic Advantage
(Against All Defendants)

231. Plaintiff hereby incorporates by reference paragraphs 1-230.

232. A prospective advantageous economic transaction and relationship existed through the establishment of the non-profit Foundation and the Administration's expressed interest in Plaintiff's philanthropic initiatives including Plaintiff's international trade initiatives.

233. Defendants knew about, *inter alia*, the prospective advantageous economic transaction and relationship through numerous communications with and writings by Plaintiff, Defendants' review of Plaintiff's information and documents provided to Defendants Caputo and Keamy, and Defendant Caputo's communications and meetings with high-ranking officials of the Administration including President Trump regarding, *inter alia*, Plaintiff's philanthropic initiatives, the non-profit Foundation, and the potential trillion-dollar revenue-generating impact for America.

234. Defendants intentionally interfered with the prospective advantageous economic transaction and relationship by, *inter alia*, (a) failing to arrange direct communication between Plaintiff and any official of the Administration, (b) exerting unilateral control over the public narrative surrounding Plaintiff's philanthropic initiatives and the non-profit Foundation, (c) commandeering the non-profit Foundation for Defendants' own benefit, (d) misstating facts and issues regarding Plaintiff's philanthropic initiatives, (e) purposely interfering with relationships between Plaintiff and his other paid consultants, (f) purposely excluding Plaintiff from communications and meetings with officials within the Administration regarding Plaintiff, the non-profit Foundation, and Plaintiff's philanthropic initiatives, (g) failing to keep Plaintiff informed about all activities and efforts rendered by Defendants regarding Plaintiff, (h) discouraging reporters from publishing favorable stories about Plaintiff's philanthropic initiatives and the non-profit Foundation, (i) disclosing confidential material without prior authorization, (j) demanding that Plaintiff authorize the publication of an erroneous article, (k) discussing Plaintiff's

philanthropic initiatives with officials within the Administration without Plaintiff's authorization after the engagement was terminated, (l) misrepresenting facts and issues to officials within the Administration regarding Plaintiff, (m) failing to disclose work product created according to the Caputo Agreement, and (n) by failing to disclose Defendant Caputo and MCPR's relationships to Russian nationals and Russian intelligence agents.

235. As a result, the Plaintiff suffered special damages in the form of reputational harm, lost profits, and loss of economic advantage that would benefit America through the non-profit Foundation, and general damages related to medical issues exacerbated by the emotional distress caused by the damage to Plaintiff's legacy for America and for American businesses, particularly in light of the potential trillion-dollar revenue-generating impact for America.

COUNT TWO
Breach of Contract
(Against Defendants Caputo and MCPR)

236. Plaintiff hereby incorporates by reference paragraphs 1 – 230.

237. The Caputo Agreement is a valid and enforceable contract between Defendants Caputo and MCPR and Plaintiff.

238. Plaintiff has performed all of his obligations under the Caputo Agreement.

239. Defendants Caputo and MCPR were obligated under the Caputo Agreement to provide services on an ad hoc basis.

240. Defendants Caputo and MCPR breached and have continued to breach the terms of the Caputo Agreement by, *inter alia*, (a) failing to provide services as mutually agreed by Plaintiff and Defendants Caputo and MCPR, (b) failing to provide to Plaintiff work product in the form of written reports or other documents as contemplated by the Caputo Agreement, (c) failing to report directly to Kern and instead having confidential communications with Defendant Keamy without

Kern and Plaintiff's awareness, (d) failing to report relevant meetings and communications to Plaintiff as contemplated by the Caputo Agreement, (e) violating the confidentiality terms of the Caputo Agreement, and (f) failing to take appropriate steps to segregate materials related to work conducted pursuant to the Caputo Agreement from other unrelated work product.

241. As a direct result of Defendant Caputo and MCPR's breach of the Caputo Agreement, Plaintiff has suffered damages in an amount not less than $100,000.00.

COUNT THREE
Breach of Contract
(Against Defendants Keamy and Regal)

242. Plaintiff hereby incorporates by reference paragraphs 1-230.

243. The Keamy Agreement is a valid and enforceable contract between Plaintiff and Defendants Keamy and Regal.

244. Plaintiff has performed all of his obligations under the Keamy Agreement.

245. Defendants Keamy and Regal were obligated under the Keamy Agreement to provide services on an ad hoc basis.

246. Defendants Keamy and Regal breached and continued to breach the terms of the Keamy Agreement by, *inter alia*, (a) failing to provide services as mutually agreed by Plaintiff and Defendants Keamy and Regal, (b) failing to provide to Plaintiff work product as contemplated by the Keamy Agreement, (c) failing to report relevant meetings and communications to Plaintiff as contemplated by the Keamy Agreement, (d) failing to report directly to Plaintiff and instead having confidential communications with Defendant Caputo without Plaintiff's awareness, (e) violating the confidentiality terms of the Keamy Agreement, (f) increasing Defendant Keamy and Regal's hourly rates without providing advance notice to Plaintiff, (g) providing bi-monthly invoices without providing advance notice to Plaintiff, (h) violating terms of Protective Orders entered in

relation to the services contemplated by the Keamy Agreement, and (i) failing to take appropriate steps to segregate materials related to work product pursuant to the Keamy Agreement from other unrelated work product.

247. Multiple breaches of the Keamy Agreement by Defendants Keamy and Regal occurred after Defendants Caputo and MCPR were engaged and after Defendant Keamy became aware of President Trump's interest in Plaintiff's philanthropic initiatives, the non-profit Foundation, and the potential trillion-dollar revenue-generating impact for America.

248. As a direct result of Defendant Keamy and Regal's breach of the Keamy Agreement, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT FOUR
Unjust Enrichment
(Against All Defendants)

249. Plaintiff hereby incorporates by reference paragraphs 1–230.

250. In the alternative to Counts One and Two, Plaintiff conferred a benefit on Defendants and their identified and unidentified affiliates and associates when Plaintiff paid a retainer to Defendants in three monthly installments and paid invoices provided by Defendants Caputo and MCPR, thereafter, totaling approximately $100,000.00, and made payments in relation to invoices provided by Defendants Keamy and Regal.

251. Defendants' failure to provide the agreed upon services to Plaintiff and fulfill their obligations under the Caputo and Keamy Agreements has resulted in Defendants being unjustly enriched at Plaintiff's expense and to the detriment of America in the form of a potential trillion-dollar revenue-generating impact.

252. Under the circumstances, Defendant Caputo and MCPR's retention of the $100,000.00 is unjust, and Defendant Keamy's retention of payments is unjust. In equity and good

conscience, Defendants Caputo and MCPR should make restitution in an amount not less than $100,000.00, and Defendant Keamy should make restitution in an amount to be determined at trial.

COUNT FIVE
Promissory Estoppel
(Against Defendants Caputo and MCPR)

253. Plaintiff hereby incorporates by reference paragraphs 1 – 230.

254. In addition to the Caputo Agreement, Defendants Caputo and MCPR made promises to Plaintiff, *inter alia*, (a) Defendant Caputo was the President of Defendant MCPR; (b) Michael Caputo Public Relations was a legitimate entity; (c) Defendant MCPR's principal place of business was 5352 Ferrari Avenue, Ave Maria, FL 34142; (d) Defendants Caputo and MCPR conducted a conflict-of-interest search as contemplated by the Caputo Agreement; (e) Defendants Caputo and MCPR performed services set forth in invoices submitted by Defendants Caputo and MCPR on April 25, 2025, July 12, 2025, October 24, 2025, November 3, 2025, and December 1, 2025; (f) Defendant Caputo could arrange for communications and meetings between Plaintiff and officials of the Administration; (g) Defendant Caputo could arrange for Haley and Plaintiff to communicate directly about Plaintiff's philanthropic initiative to have the non-profit Foundation presented as a 250 birthday gift to America in light of Haley's oversight of the "America 250 Task Force;" (h) Defendants Caputo and MCPR were acting according to the Caputo Agreement and not their own independent interests; (i) a meeting scheduled with Kimmitt regarding Plaintiff's philanthropic initiatives on February 22, 2026, was cancelled; (j) Defendant Caputo had scheduled (or rescheduled) a meeting with Kimmitt and Kellogg regarding Plaintiff's philanthropic initiatives; (k) Lutnick was in trouble due to his relationship with Jeffrey Epstein; (l) Defendants Caputo and MCPR and Defendant Keamy would not discuss Plaintiff's philanthropic initiatives and the non-profit Foundation without Plaintiff's authorization; (m) Defendant Caputo's objective

was to arrange a meeting between Kimmitt and Plaintiff; and (n) Defendant Caputo would arrange communications for Plaintiff with Kimmitt and Kellogg to answer their questions and to determine the additional documents they needed.

255. Defendants Caputo and MCPR should have reasonably expected Plaintiff would rely on these promises because, *inter alia*: (a) Defendant Caputo indicated to Plaintiff that he had long-time personal relationships with several high-ranking officials of the Administration and that Defendant Caputo would work with Plaintiff and the Administration to facilitate meetings with these high-ranking officials to inform them of the benefit to America, *inter alia*, Plaintiff's non-profit Foundation and intellectual property, and to provide the Administration another trade initiative through the ITC; (b) Defendant Caputo's representation to Plaintiff that he previously had 2,000 clients and forty years of experience in the public relations industry; (c) Defendant Caputo's explanation that he was not beholden to special interest groups; (d) Defendant Caputo's execution of the Caputo Agreement promising to provide specific services and abide by particular terms; and (e) Defendant Caputo drafted or edited memoranda that he confirmed would be provided to a specific high-ranking official within the Domestic Policy Council of the United States.

256. Plaintiff, in reliance on Defendants Caputo and MCPR's promises, incurred expenses, including but not limited to: (a) transferring the equivalent of $100,000.00 to Defendants Caputo and MCPR; (b) legal expenses; (c) consulting expenses; and (c) other expenses proven at trial.

257. Plaintiff's non-profit Foundation could have a trillion-dollar revenue-generating impact for America if Defendants had fulfilled their promises to Plaintiff.

258. Plaintiff will be unjustly damaged if the Caputo Agreement, the Keamy Agreement, and the express promises of Defendants are not enforced.

<u>COUNT SIX</u>
Breach of Implied Covenant of Good Faith and Fair Dealing
(Against All Defendants)

259. Plaintiff hereby incorporates by reference paragraphs 1–230.

260. Defendants, by their material misrepresentations, failure to abide by the terms of the Caputo and Keamy Agreements, failure to deliver specific services contemplated by the Caputo and Keamy Agreements, and failure to provide Plaintiff with work product and documented communications made pursuant to the Caputo and Keamy Agreements, have negligently, recklessly, willfully, and/or maliciously breached their implied covenant of good faith and fair dealing in their relationship with Plaintiff, and thereby evaded the spirit of the contract in bad faith.

261. As a result of Defendant Caputo and MCPR's breach of their implied covenant of good faith and fair dealing, Plaintiff has suffered damages in an amount not less than $100,000.00.

262. As a result of Defendant Keamy and Regal's breach of their implied covenant of good faith and fair dealing, Plaintiff has suffered damages in an amount to be determined at trial.

263. Defendants did so with the intent to deprive Plaintiff of Plaintiff's right to property and to appropriate the property for Defendants' own use, and to needlessly cause Plaintiff to incur additional expenses in an attempt to verify any services performed by Defendants pursuant to the Caputo and Keamy Agreements.

264. As a result of Defendant Caputo and MCPR's breach, Plaintiff suffered harm in an amount not less than $100,000.00. As a result of Defendant Keamy and Regal's breach, Plaintiff has suffered harm in an amount to be determined at trial.

<u>COUNT SEVEN</u>
Fraudulent Misrepresentation
(Against Defendant Caputo)

265. Plaintiff hereby incorporates by reference paragraphs 1–228.

266. Defendant Caputo, through the Caputo Agreement, made false representations of material facts, *inter alia*, (a) that Defendant Caputo was the President of Defendant MCPR, (b) that Defendant MCPR's principal place of business was 5352 Ferrari Avenue, Ave Maria, FL 34142, (c) that Defendants Caputo and MCPR performed a conflict-of-interest search of their database, (d) that Defendants Caputo and MCPR would maintain the confidentiality of work product following termination of the engagement, and (e) that confidential information would not be disclosed by Defendants Caputo and MCPR without prior consent.

267. Defendant Caputo, through oral or written representations, made false representations of material fact, *inter alia*: (a) Defendant Caputo was the President of Defendant MCPR; (b) Defendant Caputo would work with Plaintiff and the Administration to facilitate meetings between Plaintiff and officials within the Administration regarding Plaintiff's philanthropic initiatives, including Plaintiff's intellectual property and non-profit Foundation; (c) Defendant Caputo was not influenced by special interest groups; (d) Defendant Caputo was to arrange a meeting between Plaintiff and Kimmitt; and (e) Defendant Caputo would not discuss Plaintiff's philanthropic initiatives, including Plaintiff's intellectual property and non-profit Foundation with Administration officials without Plaintiff's authorization. All of these facts were material to Plaintiff entering into the Caputo Agreement, remaining subject to the Caputo Agreement, and relying on Defendants Caputo and MCPR's services through February 2026.

268. Defendant Caputo, *inter alia*, (a) knew he was not the President of Defendant MCPR at the time of the execution of the Caputo Agreement, (b) knew that he and Defendant

MCPR were subject to influence by known and unknown Russian individuals and entities, (c) knew that he was not permitted under the Caputo Agreement to discuss Plaintiff's philanthropic initiatives, including Plaintiff's intellectual property and non-profit Foundation without authorization, and thereby (d) knew that his previous representations regarding the Caputo Agreement were false. After the Caputo Agreement was executed on February 5, 2025, Defendant Caputo intended that representations concerning the Caputo Agreement and Defendants Caputo and MCPR's services would induce the Plaintiff to act in reliance on the Caputo Agreement and Defendant Caputo's representations.

269. In relying on the false representations, Plaintiff paid Defendants Caputo and MCPR a retainer and payments for services in response to invoices provided by Defendants Caputo and MCPR.

270. In relying on the false representations, Plaintiff authorized Defendant Caputo to establish and attempt to establish contacts with high-ranking Administration officials within the Administration.

271. As a result of his reliance, the Plaintiff suffered no less than $100,000.00 in damages, and special damages in the form of reputational harm, lost profits, and loss of economic advantage that would benefit America through the non-profit Foundation, and general damages related to medical issues exacerbated by the emotional distress caused by the damage to Plaintiff's legacy for America and for American businesses.

<u>COUNT EIGHT</u>
Negligent Misrepresentation
(Against Defendant Caputo)

272. Plaintiff hereby incorporates by reference paragraphs 1–230.

273. Defendant Caputo, through the Caputo Agreement, made false representations of material facts, *inter alia*, (a) that Defendant Caputo was the President of Defendant MCPR, (b) that Defendant MCPR's principal place of business was 5352 Ferrari Avenue, Ave Maria, FL 34142, (c) that Defendants Caputo and MCPR performed a conflict-of-interest search, (d) that Defendants Caputo and MCPR would maintain the confidentiality of work product following termination of the engagement, and (e) that confidential information would not be disclosed by Defendants Caputo and MCPR without prior consent.

274. Defendant Caputo, through oral or written representations, made false representations of material fact, *inter alia*: (a) that Defendant Caputo was the President of Defendant MCPR; (b) that Defendant Caputo would work with Plaintiff and the Administration to facilitate meetings between Plaintiff and officials within the Administration regarding Plaintiff's philanthropic initiatives including Plaintiff's intellectual property and non-profit Foundation; (c) that Defendant Caputo was not influenced by special interest groups; (d) that one of Defendant Caputo's services was to arrange a meeting between Plaintiff and Kimmitt; and (e) that Defendant Caputo would not discuss Plaintiff's philanthropic initiatives including Plaintiff's intellectual property and non-profit Foundation with Administration officials without Plaintiff's authorization.

275. By failing to provide the services as mutually agreed upon and by failing to fulfill promises made to Plaintiff, Defendant Caputo knew or should have known Defendant Caputo's representations concerning the Caputo Agreement and his subsequent representations were false.

276. After the Caputo Agreement was executed on February 5, 2025, based on information and belief Defendant Caputo intended that his representations regarding the Caputo Agreement would induce Plaintiff to act in reliance on the Caputo Agreement.

277. After oral and written representations were made to Plaintiff following the execution of the Caputo Agreement on February 5, 2025, based on information and belief, Defendant Caputo intended that his representations regarding his consulting services would induce Plaintiff to act in reliance on Defendant Caputo's misrepresentations.

278. In relying on the false representations, Plaintiff paid Defendants Caputo and MCPR a retainer and payments for services in response to invoices provided by Defendants Caputo and MCPR.

279. In relying on Defendant Caputo false representations, Plaintiff allowed Defendant Caputo to establish and attempt to establish contacts with high-ranking officials within the Administration.

280. As a result, Plaintiff suffered no less than $100,000.00 in damages, and special damages in the form of reputational harm, lost profits, and loss of economic advantage that would benefit America through the non-profit Foundation, and general damages related to medical issues exacerbated by the emotional distress caused by the damage to Plaintiff's legacy for America and for American businesses.

COUNT NINE
Breach of Confidential Relationship
(Against All Defendants)

281. Plaintiff hereby incorporates by reference paragraphs 1–230.

282. A confidential relationship between Defendants and Plaintiff existed through the Caputo and Keamy Agreements and in Defendants Caputo, MCPR, Keamy, and Regal's statuses as employed consultants of Plaintiff.

283. Defendants learned about Plaintiff's confidential nonpublic information related to Plaintiff's philanthropic initiatives, *inter alia*, Plaintiff's intellectual property, the non-profit Foundation, and Plaintiff's trade initiatives in the course of their relationship with Plaintiff.

284. Defendants disclosed to third parties confidential nonpublic information learned through the course of their relationships with Plaintiff without the prior consent and express authorization of Plaintiff.

285. As a result, Plaintiff suffered special damages in the form of reputational harm, lost profits, and loss of economic advantage that would benefit America through the non-profit Foundation, and general damages related to medical issues exacerbated by the emotional distress caused by the damage to Plaintiff's legacy for America and for American businesses.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court award the following relief:

a. Judgment on his behalf for compensatory damages in the amount of $100,000.00, plus pre-judgment and post-judgment interest against Defendants Caputo and MCPR;

b. Judgment on his behalf for compensatory damages in the amount of to be determined at trial plus pre-judgment and post-judgment interest against Defendants Keamy and Regal;

c. Compensatory damages related to medical issues caused by emotional distress in an amount to be proven at trial;

d. Specific performance of the Caputo Agreement and Keamy Agreement requiring Defendants to fulfill their obligations as set forth in the Caputo Agreement and in the Keamy Agreement;

e. Punitive damages in an amount to be proven at trial;

f. Special damages to include reputational harm, lost profits, and loss of economic advantage to the non-profit Foundation, that would benefit America, *inter alia*, through Plaintiff's philanthropic initiatives, Plaintiff's intellectual properties, and the non-profit Foundation in an amount to be proven at trial;

g. Costs and attorney's fees expended in this action; and

h. Such other and further relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff hereby demands a jury trial of all issues so triable.

Dated: September 4th, 2026

Respectfully submitted,

FOLEY & LARDNER LLP

/s/ Jack F. Korba
Jack F. Korba (D.C. Bar No. 1010303)
Telephone: (202) 295-4110
FOLEY & LARDNER LLP
3000 K Street, N.W., Suite 600
Washington, DC 20007

Attorney for Plaintiff Gilbert P. Hyatt

CERTIFICATE OF SERVICE

I hereby certify that on the 4th of September, 2026, I personally served a copy of the forgoing document to the Clerk of Court.

By: */s/ Jack Korba*________________
Counsel for Plaintiff