GLOSSARY — Litman v. Goldberg Case Lexicon

> **Purpose.** *Controlled vocabulary for the platform, exhibit captions, memos, and any client-facing material. Use the preferred terms; avoid the banned terms. Where two terms are interchangeable, use the one tied to the statutory or strategic frame we have committed to.*
>
> **Scope.** *Litman v. Goldberg, Index No. 524343/2025 (NY Sup. Ct., Kings County) — surviving Count V (NY Civ Rights L §§ 50-51 misappropriation of name) plus parallel AAA payout enforcement.*
>
> **Mode.** *Two enforcement modes wired into the platform via* `glossary_check.js`*: - **Strict** — banned terms in client-facing fields are rejected at save. - **Advisory** — banned terms produce a warning but allow save.*

Quick-Lookup Index

(a) Statutory Terms — Use Exact Statutory Wording

"use of name"

Preferred for the predicate § 51 act. The statute says "use" — say "use." "Misappropriation of name" is acceptable as a cause-of-action label (the tort name) but in the predicate sentence, write *use*: "Defendants used Plaintiff's name…" **Avoid:** "appropriation" alone (under-specifies the act), "stole" (rhetorical), "infringed" (wrong body of law).

“for advertising purposes” / “for the purposes of trade”

Preferred. § 51 contains both prongs disjunctively. Where the use serves either, plead and prove both — they are independently sufficient. **Anti-pattern:** Pleading only “for trade” when “for advertising” is also available (e.g., NGM website, masthead, kfu@4patent.com routing) — leaves a needless argument on the table.

“within this state”

Preferred for the NY-nexus showing. We have NY clients, NY mailings into and out of NY, NY office presence, and NYSCEF docket evidence. Always cite the NY connection explicitly in the use sentence. **Avoid:** Letting opposing counsel turn this into a contested element by silence.

“without the written consent” / “without written consent”

Preferred. § 51 requires *written* consent. Verbal acquiescence, pattern of dealing, or implied consent does not satisfy. Plead in the negative (“Plaintiff did not give written consent…”) and tie to the absence of any signed consent in the record. **Anti-pattern:** “without consent” (drops the *written* qualifier — invites an oral-consent / course-of-dealing defense).

“knowingly”

Preferred for the punitive enhancement under § 51. Tied to willfulness anchors: - LITMAN209485 (Goldberg → KFU 12/20/2023, “respond to **our attorney’s** questions”) - LITMAN250428 + LITMAN250429 (Goldberg → KSU 8/26/2024, “our attorney”) - LITMAN267104 (Goldberg → UAEU 6/11/2024, “one of our attorneys”) - The PTOL-85B per-patent name choice (James Lafave typed Litman on some, Goldberg on others — proves election, not default).

“living person”

Preferred when foreclosing the defense argument that disability/retirement extinguishes § 51 standing. § 50 explicitly limits the right to *living* persons; Plaintiff is alive and the disability does not change that. **Avoid:** Letting “termination” or “disability” framing imply death-of-claim.

“name, portrait, picture or voice”

Preferred verbatim from § 51. We are litigating *name*; do not under-plead by limiting to “name” if the case file also contains likeness uses (NGM website headshots, exhibit photos in client decks).

(b) Claim-Element Terms — The Three-Element Framing

We have committed to a three-element pleading: **(1) identifiable use, (2) commercial purpose, (3) without consent.** All exhibits should be captioned to one or more of these elements.

"identifiable use"

The document, email, page, or filing identifies Plaintiff by name (or sufficient surrounding context to identify him). Patent front pages, "/Richard C. Litman/" signature blocks, the kfu@4patent.com address-line, the NGM website's "Richard C. Litman, Attorney" page — all identifiable uses.

"commercial purpose"

Patent prosecution is a paid legal service. Client correspondence is the carrier of that service. Both are "for the purposes of trade." The website page advertises the firm's services. The trademark filings are filed *as* commercial registrations. **Note:** The defense will argue "professional speech is not commercial." We rebut: § 51 commercial purpose is broader than First Amendment commercial-speech doctrine; the use was undertaken to obtain or retain client revenue.

"without consent"

Defense burden, not Plaintiff's. We affirmatively show absence of any signed writing by which Plaintiff authorized post-6/15/2020 use of his name on USPTO filings, NGM client communications, the 4patent.com domain aliases, or the website.

(c) Damages-Theory Vocabulary

"per-use" / "use-by-use" / "deck-of-cards" theory

Preferred for the multiplier framing. Each USPTO outgoing document and each client-facing email bearing Litman's name is a separate § 51 act. With 23,508 catalogued post-arbitration commercial uses across the 6 ME clients alone, the multiplier is enormous. **Avoid:** "per patent" (collapses thousands of separate acts into hundreds), "per matter" (same defect).

"imprimatur"

Preferred (uncle's term — keep it). Captures the trust-transfer mechanism: Plaintiff built personal client trust over 30+ years; NGM traded on that trust to retain clients and revenue post-substitution. The commercial value of the *name* is the commercial value of the *imprimatur*. **Substitutes when "imprimatur" feels too formal:** "personal client trust," "professional good-will associated with Plaintiff's name."

"course of conduct" / "pattern of repetition" / "systematic exploitation"

Preferred for the volume framing. Lead with *pattern*, not *instance*. Repetition is the mechanism by which the imprimatur is sustained. **Avoid:** "isolated," "occasional," "single instance" — all of which are factually wrong and rhetorically destructive.

"commercial value of name"

Preferred statutory measure under § 51. Anchored in: - $15,000 – $20,000 per patent fee baseline (uncle's rule, 4/16/2026 fee baseline memo) - KISR flat-fee schedule (Bates `C2051472_ND0000271385`) - Martha Long quoted pricing in the 276K-email corpus - NGM-produced revenue figures ($2,108,387 /

$2,412,428) **Note:** "Commercial value of name" is distinct from "lost wages" or "lost partnership distribution" — those are payout-enforcement measures (Track 1).

"continuing wrong" / "continuing tort"

Preferred for the SOL framing. Each *new* use restarts the clock for *that* use. Pre-SOL uses are time-barred only as standalone claims; the *post*-SOL uses are independently actionable, and the pre-SOL pattern is admissible to show value/notice/course. **Avoid:** "started in 2017 and continued" framed as one ongoing wrong (invites single-publication-rule defense).

"willfulness anchor"

Preferred internal label for the four "our attorney" Goldberg emails (KFU, KSU ×2, UAEU). These are the highest-leverage exhibits for the punitive enhancement. Open every binder with the relevant anchor.

"Track 1" / "Track 2"

Preferred internal shorthand: - **Track 1** = practice payout enforcement (AAA award, NGM accounting, trust ledgers, banking, $18,848 wire reconciliation, Eagle/BoA spoliation, COBRA consequentials). - **Track 2** = §§ 50-51 name-use damages (the surviving Count V). **Note:** Internal only. In filings, use "Plaintiff's contract / arbitration enforcement claims" and "Plaintiff's NY Civil Rights Law § 51 claim" respectively.

"fee baseline" / "$15-20K per patent"

Preferred for the per-matter floor when NGM has failed to produce accounting records. Established 4/16/2026 by Plaintiff. Additive to the $424K–$928K NGM-produced anchor; does not displace it.

"AR never expires" *(added 4/27/2026 per Plaintiff's directive)*

Preferred rule for accounts-receivable analysis. AR does not legitimately have an "expiration." A receivable is owed until (a) paid, (b) formally written off (which requires a journal entry, an accounting policy, and disclosure), or (c) legally extinguished. Any internal NGM artifact tagging an outstanding AR row "expiring" / "expired" without a corresponding write-off journal entry is, by definition, **silently removing it from tracking** — the bookkeeping equivalent of a write-off without disclosure. **Use case:** the 96 KSU dockets present in the Oct 2025 Trust Transfer Journal (tagged "expired J. Goldberg F[iles]") that vanished from the Q4 2025 Gould Receivables-by-Client report. See `output/AR_EXPIRING_TAG_ANALYSIS_2026-04-27.md`. Sits as the **third concealment channel** alongside formal write-offs and trust-side "expired" sweeps. **Avoid:** "aged out," "stale receivable," "uncollectible" (these all imply the *receivable* did something on its own, when in fact the firm took an act). Frame the act, not the aging.

"deferred payment for the Practice" *(added 4/27/2026 per Plaintiff's directive)*

Preferred for the unpaid 20% royalty share NGM owes Plaintiff. Use also: "unpaid 20% share," "unpaid Practice royalty share." **Avoid:** "back pay," "back wages," "unpaid wages." Wage framing concedes employee posture; the arbitrator characterized the 20% as a **royalty** ("payment for the privilege of servicing the lucrative client base"). Anchor: $2,108,387 (22mo) / $2,412,428 (24mo) — NGM's own PAR math.

"disgorgement" vs "fair-market valuation"

Two damages theories pled in the alternative: - **Disgorgement** — NGM's full revenue attributable to patents/matters bearing Plaintiff's name. 5-tier framework figure: $13.1M. - **Fair-market valuation** — what NGM would have paid an arms-length licensee for the use. Anchored in the per-patent fee baseline. Always state which one a given binder/exhibit is arguing. Use "and/or in the alternative" when pleading both.

(d) Time-Window Labels

Use these as *fixed* labels. Don't paraphrase. **Two boundary dates control: - 6/15/2020** — judge-set start date for the "post-termination" period of use. This is the relevant *scope* of conduct, set by the court. (Not an SOL boundary.) - **7/21/2024** — actual statute-of-limitations cutoff under CPLR 215(3) (1-year SOL for § 51 actions; complaint filed ~7/21/2025). Uses *after* this date are independently actionable; uses *before* this date but *within* the post-termination window are admissible for willfulness, course, notice, and value — but not as standalone § 51 claims.

Label	Date range	Evidentiary use
Pre-Termination Period	before 6/15/2020	Background only. Probative of commercial value of name (Purpose A), engagement history, imprimatur foundation. *Not* post-termination conduct; not used to plead liability.
Post-Termination, Pre-SOL Window	6/15/2020 – 7/21/2024	Post-termination uses but past 1-year SOL when complaint filed. Goes to **willfulness, course of conduct, notice, value-of-name, repetition pattern**. *Not standalone liability.*
Post-SOL / Within-SOL Window	after 7/21/2024	Each use is independently actionable on its own 1-year SOL. This is the actionable-claims window.
Pre-arbitration sub-window	6/15/2020 – 6/14/2023	Subset of post-termination, pre-SOL — early-period conduct establishing pattern.
Post-arbitration sub-window	6/14/2023 – 7/18/2025	Subset that begins under arbitration-award notice — strongest willfulness inferences pre-SOL; strongest direct-liability posture post-SOL.
Late period	after 6/15/2025	"Especially problematic" per Plaintiff; near-term spoliation overlay. Subset of within-SOL window.
Disability period	from Plaintiff's disability onset forward	Affects consent / capacity argument. Do **not** call this "termination period" (Plaintiff went on disability).

Boundary-rule implications

- **Pleading rule.** Plead the post-7/21/2024 uses as the actionable wrongs. Cite pre-7/21/2024 (but post-6/15/2020) uses as evidence of willfulness, course, notice, and value — never as standalone claims.

- **Damages rule.** Post-SOL uses produce the per-use damages count. Pre-SOL post-termination uses establish *unit value* and *pattern multiplier* — they shape what each post-SOL use is worth.
- **Continuing-tort framing.** Each new use restarts its own 1-year SOL. The pre-SOL pattern is admissible to show the post-SOL uses are not isolated.

"post-disability period"

Preferred when referring to the period after Plaintiff went on disability. **Avoid:** "post-termination," "after Plaintiff was let go," "after Plaintiff left the firm" — these all imply (a) a termination that did not occur, and (b) consent or acquiescence to the substitution.

(e) Banned Words & Framing Traps

Banned	Why	Use instead
"termination"	Plaintiff was not terminated; he went on private disability.	"post-disability period," "during the disability period"
"fraud" / "accounting fraud"	Different cause of action; cf. our standing rule that everything frames as commercial exploitation of identity, not accounting wrongdoing.	"unconsented commercial use," "commercial exploitation of name," "spoliation" (where the act is destruction of records)
"retainer"	Goldberg's mischaracterization of Plaintiff's status; Plaintiff held an equity / payout right, not a retainer. Repeating their word ratifies their frame.	"equity payout right," "partnership-distribution right," "AAA-awarded share"
"mistake" / "error" / "oversight"	Excuses Goldberg; the PTOL-85B per-patent choice + 16 POA Goldberg signatures prove deliberate election.	"election," "decision," "deliberate choice"
"occasional," "isolated," "one-off"	Factually wrong (we have 23,508+ uses) and rhetorically suicidal.	"systematic," "sustained," "patterned," "daily-drumbeat" (KFU)
"lost fees" alone	Undersells § 51 — the statute measures value-of-name, not lost-wages.	"commercial value of name," "fair-market value of the use," or pair the two: "Plaintiff's lost partnership distribution and the commercial value of the unconsented use."
"ongoing since 2017"	Invites SOL bar defense by foregrounding pre-cutoff conduct.	"the pattern documented in the actionable post-6/15/2020 window is consistent with conduct dating to 2017."
"Maria"	Transcription artifact; Plaintiff's phone autocorrected "Martha / my analysis" to "Maria analysis." There is no Maria.	"Martha Long" (NGM staff who sent the client correspondence)
"back pay" / "back wages" / "unpaid wages" *(added 4/27/2026)*	Wage framing concedes employee posture; arbitrator characterized the 20% as a royalty.	"deferred payment for the Practice," "unpaid 20% share," "unpaid Practice royalty share"
"the law firm sent…"	Anonymizes the actor.	Name the human actor where known: Goldberg, Martha Long, Valencia Gray, James Lafave.
"we believe" / "it appears"	Hedges undermine the record.	State the documented fact and cite the Bates / source.

(f) Client / Entity / Personnel Naming

Clients (use these labels consistently)

Label	Full name	Notes
KFU	King Faisal University (Saudi Arabia)	Largest single client — 1,067 dockets / 781 issued or allowed
KSU	King Saud University (Saudi Arabia)	Second ME anchor
UAEU	United Arab Emirates University	
Kuwait U	Kuwait University	Use “Kuwait U” not “KU” (KU is too easily confused with KSU)
SQU	Sultan Qaboos University (Oman)	
QF	Qatar Foundation	
KISR	Kuwait Institute for Scientific Research	
KNPC	Kuwait National Petroleum Company	**Transition evidence only** — Goldberg appears on Line 74; not a direct name-use exemplar
Dasman	Dasman Diabetes Institute	
Sabah	Sabah Al Ahmad Center	

NGM personnel

Name	Role	Notes
Joshua B. Goldberg	Partner; named defendant	Always full name in caption; “Goldberg” thereafter
Sushil Nath	Partner	
Gerald Meyer	Partner	
Martha Long	NGM client-correspondence staff	Sender on the bulk of the 23,508 client emails
Valencia Gray (VG)	NGM accounting staff	Signs the trust-to-operating sweeps (turn-and-burn signer)
Debbie Schaefer	NGM CPA of record	Signed reconciliations; excluded Freedom Bank from 6/26/25 Kren report
MaryJane Harper	Bookkeeper	
James Lafave	USPTO docketing personnel	Typed the PTOL-85B “for printing” name choices
Tanya Harkins	NGM staff	
Howard Kline	NGM staff	
Ilirian Durri	NGM staff	

Entities

Label	Notes
NGM	Nath, Goldberg & Meyer — informal collective label
Nath & Associates PLLC	The actual DC LLC; recipient of the trust-to-operating sweeps
Goldtree Realty LLC	NGM landlord-of-record; Goldberg/Meyer/Nath are members per LITMAN004080
A2Z IP LLC	Related party in the rent / distribution chain

Counsel

Label	Role
Connell Foley	Plaintiff’s counsel of record
Scott Woller	Lead attorney at Connell Foley
Hon. Brian L. Gotlieb, J.S.C.	Presiding judge (reassigned from Maslow at 02/19/2026 PC)

(g) Document & Exhibit Nomenclature

Bates citation format

- NGM-produced: `LITMAN######` (six digits, zero-padded)
- Plaintiff-produced: `RCL-PROD-######` (proposed prefix to keep corpora separate)
- Native files in production: cite the Bates *and* the native filename in parens, e.g., `LITMAN209485 (C2051472_ND0000207537.msg)`

Exhibit caption pattern

> `Exhibit [#] — [One-line description] | [Date of Use] | [Client] | Bates [######]`

Example: `Exhibit 1 — Goldberg "our attorney" email re KFU Docket 33160.75U | 12/20/2023 | KFU | Bates LITMAN209485`

USPTO document types (use these labels)

Label	Full name
POA	Power of Attorney
NOA	Notice of Allowance
OA	Office Action
IFEE	Issue Fee Transmittal
IDS	Information Disclosure Statement
RCE	Request for Continued Examination
TPR	Terminal Disclaimer
PTOL-85 / PTOL-85B	Notice of Allowance form / “for printing on the patent front page” subform
IFW	Image File Wrapper (USPTO file history)
ODP	USPTO Open Data Portal (api.uspto.gov)

Memo / binder references

When citing internal memos, give the path (`output/MEMO_NAME.md`) and date. When citing built binders, give the path and the version (e.g., `output/KFU_EXHIBIT_BINDER_1000.pdf` (1,000-exhibit production tier)).

Cascade nomenclature *(added 4/27/2026 per Plaintiff’s directive)*

Two parallel client-correspondence cascades — both run by Goldberg-supervised employees, distinguished by practice area, supervisor-employee role, and exemplar client. Use these labels precisely; don’t conflate.

Term	Practice area	Employee	Role	Exemplar client	Volume marker
Long-cascade	Patents	Martha Long	Employed paralegal	KFU (King Faisal University)	769–880 within-SOL Litman-name uses anchored to the 12 post-7/21/2024 patents
Kline-cascade	Trademarks	Howard W. Kline	Employee attorney	Nicola Pizza, Inc.	2,678 Kline emails (91% CC'ing Litman); 1,813 trademark-specific; 245 trademark dockets

Distinguish from Lafave. James Lafave (Reg. 71013) is the **patent employee attorney** who manually signed all 12 post-SOL PTOL-85B Box-2 entries. Lafave is *not* a paralegal. Lafave is *not* the trademark counterpart. Lafave's role is upstream from the cascade (he chooses the face-page name); Long and Kline are downstream (they send the client emails). All three under Defendant Goldberg's supervision.

Imprimatur exemplars *(added 4/27/2026 per Plaintiff's directive)*

When deploying "imprimatur" (Section (c) above) at trial / MSJ, use the twin-exemplar pairing:

- **Patent imprimatur — KFU.** Highest-volume Long-cascade client. Litman-originated client matter; the legacy LLO/STI 5-digit.2-digit docket format (33170.xx, 33180.xx, 33190.xx series) was preserved by NGM. Goldberg's "our attorney" willfulness anchor email (Bates LITMAN209485, 12/20/2023) is on a KFU docket.
- **Trademark imprimatur — Nicola Pizza.** Highest-volume Kline-cascade client. CN-24396 = Nicola Pizza's TEAS correspondence routing (separate from CN-37833 patent firm-wide). 16 dockets, 6 registered marks, 259 emails. § 8/15 declaration filed 7/2/2025 under Litman's credentials. The 7/24/2025 Hashtag Sports cease-and-desist (signed Litman+Kline, six days post-email-elimination) is the **latest confirmed Litman-name use in the entire case.**

The twin-exemplar structure proves the imprimatur was a firm-wide commercial asset, not a single-practice-area artifact.

Maintenance

- **Owner:** Mike (this glossary lives at `output/GLOSSARY.md`).
- **Update trigger:** any new statutory frame, new client, new NGM personnel, new banned-word ruling from Plaintiff or counsel.
- **Wired into:** `output/glossary_check.js` (term-check module loaded by platform HTML pages).
- **Last updated:** 2026-04-27 — added "AR never expires," "deferred payment for the Practice," "back pay" banned, Long-cascade / Kline-cascade nomenclature, KFU + Nicola Pizza twin imprimatur exemplars (Plaintiff's directives 4/27/2026).