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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

RICHARD C. LITMAN,

Plaintiff,

vs.

JOSHUA B. GOLDBERG,
Defendant

Index No. 524343/2025

**AFFIDAVIT IN OPPOSITION TO
DEFENDANT'S MOTION TO DISMISS**

RICHARD C. LITMAN, being duly sworn, deposes and says:

- I am the plaintiff in this action. I bring this action pro se to enforce my own vested property interests in the 20% earn-out stream, which is inheritable and, if I die before all payments are collected, will pass through my estate for the benefit of my widow and heirs. I submit this affidavit in opposition to Defendant Joshua B. Goldberg's motion to dismiss and in support of my cross-motion for an equitable accounting, constructive trust, and related relief.

A. Sale of My IP Practice and the 20% Purchase-Price Structure

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2. I am a registered U.S. Patent Attorney. Over many years, I built a substantial intellectual-property law practice, including long-standing relationships with universities in the Middle East such as King Faisal University and King Saud University.

3. On March 29, 2017, I entered into a Combination Agreement with Nath & Associates, PLLC, doing business as Nath, Goldberg & Meyer (“NGM”), under which my practice was combined with NGM. An amendment dated May 7, 2017 refined the terms.

4. Under that structure, I sold my IP law practice to NGM. In exchange, I agreed to take the purchase price in a deferred form: among other things, I would receive 20% of “Revenue” (attorney’s fees) derived from “Litman-originated clients”, whenever those fees were actually collected.

5. The amendment extended that to a five to seven-year purchase entitlement period. Economically, the 20% stream is a deferred purchase price, similar to a royalty interest in attorney’s-fee revenues from matters open for my originated clients during that five to seven-year window. It is not wages or salary for future work.

B. Disability, “As If Dead,” and the Arbitration Award

6. In 2020, I became medically disabled and could no longer maintain the same level of active practice or travel. I trusted Mr. Goldberg to manage the practice and honor the purchase-price structure we had agreed upon.

7. A private arbitrator later recognized that the parties agreed my disability would be treated “as if [I] had died” for purposes of triggering the five-year earn-out. The intent was to ensure that my wife and estate would receive the benefit of the purchase price for my life’s work, even if I could no longer practice.

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8. On June 14, 2023, after an evidentiary hearing, the arbitrator issued a written Arbitration Award. Among other things, the Award held that:

- o My employment and Senior Counsel status were deemed terminated as of June 15, 2020;
- o I am entitled to 20% of “Revenue” (attorney’s fees) from “Litman-originated clients” for five years from June 15, 2020, “whenever collected”; and
- o NGM’s breached the contract

9. The Award therefore treats the 20% stream as a vested, royalty-like property right. Once a covered matter is open for one of my originated clients during the five to seven -year period, my 20% interest in the attorney-fee portion of any payments on that matter is fixed, regardless of when those payments are actually collected.

10. I understand the 20% payments that come due after the June 14, 2023 Award as vested, inheritable property rights, not wages or discretionary bonuses. If I die before those payments are made, they belong to my widow and estate as property, just like any other debt or royalty owed to me. Enforcing that payment obligation is not a question of reinterpreting the Combination Agreement or sending a new dispute back to arbitration; it is a question of collecting on a vested, adjudicated obligation that my estate should be able to enforce directly in court here in Kings County.

C. My Absence From the Virginia Office and Goldberg’s Total Control

11. After my disability, I ceased working from NGM’s Virginia office. By late 2020 or early 2021, I had cleaned out my desk and have not had any physical presence there since.

1 12. During this time, Mr. Goldberg managed the relationships with my originated clients and controlled the
 2 firm’s trust and operating accounts for those matters. He also oversaw the firm’s accounting systems,
 3 including the transition to Soluno immediately after the Arbitration Award.

4
 5 13. I do not have access to Soluno, PC Law, or the firm’s bank accounts. I depend entirely on what Mr.
 6 Goldberg chooses to show me. He decides what is labeled “Revenue,” what is called a “retainer,” what is
 7 written off, and what never appears in any calculation of my 20% vested share.

8
 9 14. In other words, the same person who controls the flow of client funds and the internal classifications that
 10 determine my 20% purchase-price stream is the person who benefits financially by minimizing or delaying
 11 my 20% payments.

12
 13
 14 **D. Post-Award Use of My Identity as Patent Lawyer / Attorney of Record**

15 15. In the arbitration, NGM and Goldberg argued that my employment and Senior Counsel status were severed
 16 as of June 15, 2020, and the arbitrator accepted that position for purposes of the contract and earn-out
 17 structure.

18
 19 16. Despite that, after the June 14, 2023 Award, NGM and Goldberg continued to use my name and identity as
 20 if I were still the patent attorney behind key client work.

21
 22 17. For years after 2020, NGM’s website listed me as “Senior Counsel,” “Patent Attorney,” and then “Patent
 23 Attorney (Retired).” The shift to “Retired” occurred only after years of post-termination use. These labels
 24 were used to reassure clients that I remained associated with the firm in some capacity, even while
 25 Goldberg was telling the arbitrator I was “gone” as of June 15, 2020.

1 18. Public United States Patent and Trademark Office (USPTO) data show that in calendar year 2024,
 2 approximately 631 U.S. patents issued to King Faisal University alone. Of those 631 patents,
 3 approximately 467 list me, "Richard C. Litman," as the attorney of record or patent attorney on the face of
 4 the patent showing both the university and defendant's law firm.

5
 6 19. All of these 467 patents issued after June 14, 2023, the date of the Arbitration Award. I did not review,
 7 sign, supervise, or participate in the prosecution or issuance of those patents in any way.

8
 9 20. For each of those patents, someone at NGM had to take affirmative steps in my name: filing or maintaining
 10 the application with me listed as attorney of record, allowing the USPTO to direct official correspondence
 11 in my name, and permitting the patent to issue with my name printed on the front page as the responsible
 12 patent attorney. This is not an accidental database field; it is the end result of a series of intentional
 13 submissions made in my name.

14
 15 21. Under USPTO practice, significant patent filings must be signed by the person actually taking
 16 responsibility, and only a qualified signer may act as attorney of record. An "/s/" S-signature is treated as
 17 that practitioner's own certification; it is not a label anyone at the firm can legitimately paste in. One patent
 18 lawyer cannot lawfully "borrow" another patent lawyer's identity to front work that lawyer did not do.

19
 20 22. In practical terms, using my name and USPTO registration number in this way is like putting a respected
 21 Rabbi's kosher certification symbol on a product he never inspected. The entire value of that symbol comes
 22 from the public's belief that this particular person actually reviewed and stands behind his certification of
 23 the product.

24
 25 23. I am not asking this Court to enforce USPTO ethics rules or impose bar discipline. Those matters are for
 26 the USPTO. I describe these rules to show how seriously patent practitioners treat another lawyer's name
 27 and registration, why I placed extraordinary trust in Goldberg when I sold my practice and became
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1 disabled, and why his post-Award use of my identity while controlling my purchase-price stream is so
2 troubling.

3
4 24. When a patent issues with “Richard C. Litman” as attorney of record, the USPTO and the market treat me,
5 not Goldberg, as the lawyer who certified the filing and owes the duty of candor for up to twenty years
6 from the filing date. That exposes me to potential professional and client-facing risk for matters I never
7 saw.

8
9 **E. Defendant Has Submitted an Incomplete and Misleading Version of the Arbitration Award.**

10 25. Defendant bases his entire motion on the June 14, 2023 "Final Award," which he has submitted as his
11 Exhibit C. However, this exhibit is incomplete and therefore misleading.

12
13 26. The Final Award explicitly incorporates and builds upon a prior **Interim Award** issued by the same
14 arbitrator on February 21, 2023. Defendant has failed to provide this crucial Interim Award to the Court. A
15 true and correct copy of the complete Interim Award is attached hereto as **Exhibit A**.

16
17 27. This omission is highly significant. In the Interim Award, the arbitrator considered and **expressly**
18 **DENIED** the Respondents' (specifically Goldberg's) motion to dismiss my claims for **an equitable**
19 **accounting, breach of fiduciary duty, and conversion**. The arbitrator found that, even at that early stage,
20 my claims had sufficient merit to proceed.

21
22 Therefore, Defendant's argument that these claims are barred is contradicted by the full record of the
23 arbitration itself. He is asking this Court to dismiss claims that the arbitrator, upon whose decision he so
24 heavily relies, already determined were legally viable and should not be dismissed.

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26 **F. Defendant's Exhibits Does Not Reflect the Current Status of the Related Federal Action.**

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28. In support of his motion, Defendant has attached copies of my prior complaints from a related federal action against the firm, NGM (Def. Ex. E) However, Defendant’s current status of the federal proceeding is presenting an outdated pleading.

29. On November 3, 2025, the federal court, in denying a preliminary injunction, raised questions about the clarity of the claims as pleaded in the Second Amended Complaint.

30. In direct response, on November 10, 2025, I filed a **Motion for Leave to File a Third Amended Complaint** in the federal action. This proposed new complaint substantially clarifies the core of my case. It draws a sharp legal distinction between any arbitrable, contract-based disputes and the **non-arbitrable federal tort** at the heart of the case: NGM's unauthorized use of my name and federally-regulated license as the "attorney of record" on official USPTO filings.

This new pleading filed November 21, 2025 in Federal court clarifies that the central claim is not a breach of contract, but a violation of federal law (including USPTO professional responsibility requirements) and public policy that constitutes misrepresentation to the public.

G. The Targeted Post-Award Accounting I Am Seeking

31. I am not asking the Court to excavate every dollar that has ever gone through NGM. I would be satisfied with a limited, post-arbitration Award accounting.

32. Specifically, I ask the Court to order an accounting for the period June 14, 2023 through the present, with particular focus on King Faisal University, King Saud University, and other Plaintiff-originated clients, that shows:

- a. all invoices issued and payments received on Plaintiff-originated matters during that period;

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b. all transfers from trust to operating accounts for those matters during that period;

c. all reclassifications, write-offs, “retainer” labels, discounts, or cross-client transfers affecting such payments and accounts receivable.; and

d. the extent and duration of post-Award use of my identity, including website listings and USPTO filings listing me as attorney of record, and the Revenues and profits associated with those clients while my identity was so used.

33. I also ask that the accounting include reasonable tracing into earlier deposits only where necessary to explain balances, payments, or classifications that appear in the June 14, 2023–present period—i.e., where earlier money was moved, applied, or re-labeled in a way that affects this two-year window.

34. In short, this is a single accounting with two related bases:

- my vested, inheritable 20% purchase-price interest in attorney’s-fee Revenues from originated clients’ matters open during the five-year period; and
- Defendant’s post-Award commercial use of my identity without written consent to keep and grow those client relationships and the revenues they generate.

35. None of this post-Award identity use, USPTO conduct, or detailed trust-account handling was before the arbitrator. The Award’s discussion of fiduciary duty is expressly limited to the Combination Agreement and the evidence presented in that proceeding; it finds only that the Agreement itself did not create a fiduciary duty on that record. It does not, and cannot, decide whether a special or fiduciary-like duty later arose from Goldberg’s post-Award conduct at issue here.


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1 36. I respectfully ask the Court to deny Defendant’s motion to dismiss, to order the limited post-Award
 2 accounting described above, to impose a constructive trust over disputed funds, and to allow my statutory
 3 identity-misuse and related equitable claims to proceed.

4
 5 WHEREFORE, I respectfully request that this Court grant my cross-motion and deny Defendant’s motion to
 6 dismiss, together with such other and further relief as the Court deems just and proper.

7
 8 Dated: Brooklyn, New York

9
 10 November 26, 2025

11 Respectfully submitted,
 12 
 13 **Richard C. Litman, Plaintiff Pro Se**
 14 172 Sterling Place, Apt. 8
 15 Brooklyn, NY 11217
 16 (703) 409-8850
 17 relitman@gmail.com

18 **VERIFICATION**

19 I, Richard C. Litman, am the Plaintiff in the within action. I have read the foregoing Affidavit
 20 and know the contents thereof. The same is true to my knowledge, except as to the matters
 21 therein stated to be alleged on information and belief, and as to those matters, I believe them to
 22 be true.

23 I verify under penalty of perjury that the foregoing is true and correct.

24 Dated: Brooklyn, New York November 26, 2025

25 
 26 **Richard C. Litman, Plaintiff Pro Se**
 27 172 Sterling Place, Apt. 8
 28 Brooklyn, NY 11217
 (703) 409-8850
relitman@gmail.com

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