

**BBB CASE#: 57093287****Consumer Info**Complaint  
filed by:

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[\(Less\)](#)**Business Info**Complaint  
filed  
against:

NAME: IP&R Inventors' Publishing & Research  
 BBB MEMBER: NO  
 CONTACT: Tony Flores  
 ADDRESS: 60 Spear St, 6th Floor  
 San Francisco, CA 94105-1506  
 PHONE: 800 627-5382  
 FAX: 415 442-0672  
 Website: www.inventorspublishing.com

[\(Less\)](#)**Activity**Complaint  
status:

Date	Activity	Description
03/12/2007	Complaint Received by BBB	

[\(Less\)](#)Case  
Description:

IP&R offered to provide its services to market our product, the "Power Key." This product can be seen at straightstrings. This product is complete and felt that we, the Power Key Company, did not have the expertise to market the product as necessary for reaching potential license opportunities. In particular, IP&R states that they have many connections that would allow them to secure a license much better than we ever could. Having been urged to take advantage of their services "now," October 2005, so that they could prepare for the tradeshow, we flew up to San Francisco. We felt that although they seemed a bit unorganized, that this was because they were very busy marketing and making people money.

We were told they would attend over 10 tradeshow, (over the phone on that one, in order to validate the large sum of money they charge,) create a professional brochure, create a research report, that they were experts in this area and they have done many sporting products. Ajay Gupta mentioned that tennis was going "up" and golf was on its way "down." We were told while in San Francisco that we could have a potential of a million dollars over a few years.

What we received was a list of 5 tradeshow, (while only 3 were attended with NO proof that they actually went,) a very poor brochure that was roughly a month late with spelling errors and elementary graphics taken from the brochure we gave them and from our website, a research report that was late, (which their contract says is the basis for the whole campaign,) and 2 performance surveys (which were to be 3) that were not even responded to. We had 5 or 6 or maybe even more Product Managers that never completely understood our product. They had horrible communication with us and did not follow through with the leads the way we would expect someone to. We expect if they received a "no" that they would try to explain

to them or show them what the Power Key does, not just make a phone call and a marketing brochure at best. They contacted Nike in January, and called the contact the President, and later revised it to be a Product Manager or similar. We received an informal extension of 3 months and IP&R had still not gotten Power of Attorney from us to submit to Nike on our behalf.

We believe IP&R failed to perform the services they state, and misrepresented what it is that they actually are experts at. We are now in arbitration because they say they did some of the work, and would only offer us a partial refund. Their combined effort does not constitute a satisfactory fulfillment of the contract that we signed.

IP&R claims that they gave us monthly reports and went to the tradeshow, did the research report, and made the brochure. While these items were performed, they were late, of poor quality, and led to poor performance with no fair chance of obtaining a license through IP&R.

We paid them \$15,062 having stopped paying them the full \$19,500 because of their poor performance. The total campaign was to be \$39,000, half from us, and half they would invest. We would receive 90% of the royalties, and IP&R, 10%.

They presented no documentation of any payments to tradeshow, time spent, or travel costs related to our campaign stating that they do not have to and because they have so many clients, that they can't. Also, that if we hired them hourly they would provide itemized information, but since we paid them a lump sum service fee, they would not. Even in our little company we keep track of all of our customers.

**ADDITIONAL DETAILS:**

Case is being handled by another organization: American Arbitration Association  
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Category: Service Issues

Case opened date: 03/12/2007

Case closed date:

**Damages & Liability:**

- All payments to IP&R of \$15,062
- AAA fees of \$1725.00 (as of 2/20/07)
- Travel fees of \$500 (current estimate)

Desired Resolution: - Loss of a year of patent licensing opportunities, (opportunity cost,) plus damages for stress and anxiety, of \$32,713 (not including hourly time spent on this case by us).

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