

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION



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ROLLER READY, LLC,)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
LA SYSTEMS, LLC d/b/a)	
MONKEY RUNG and)	
PAUL KILEY,)	
)	
Defendants.)	

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Roller Ready, LLC, by counsel, for its complaint for damages, states:

PARTIES

1. Roller Ready, LLC is an Indiana limited liability company, with its principal place of business in Fort Wayne, Indiana.

2. LA Systems, LLC d/b/a Monkey Rung (“Monkey Rung”) is a limited liability company organized under the laws of Arizona., with its principal place of business in Prescott Valley, Arizona.

3. Paul Kiley (“Kiley”) is an individual who is domiciled in the State of Ohio. Kiley is the president and chief executive officer at Monkey Rung.

JURISDICTION AND VENUE

4. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338, predicated upon sections of the Lanham Act, 15 U.S.C. § 1125(a) and 15 U.S.C. §

1114. The Court has pendant jurisdiction pursuant to 28 U.S.C. § 1367 as to the remaining claims.

6. This Court has specific personal jurisdiction over Monkey Rung and Kiley because both have engaged in targeted and ongoing business activity with Roller Ready, LLC while knowing Roller Ready to be an Indiana company.

7. This Court further has general personal jurisdiction over Monkey Rung and Kiley because both engage in general commercial activity in Indiana, including marketing and selling products in Indiana.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) and (b).

NATURE OF THE CASE

9. This case is filed to address business activity by Monkey Rung and Kiley in which they held out a product of Roller Ready, LLC as their own and used the Roller Ready product to draw potential consumers to Monkey Rung's competing product. By doing so they were able to sell their own competing products while depriving Roller Ready, LLC of that sales activity. This activity began in 2021 and continues to this day.

FACTS COMMON TO ALL COUNTS

10. Roller Ready, LLC possesses the patent and trademark rights to a product that cleans paint rollers. That product is called and advertised as "the Roller Ready."

11. The Roller Ready product is patented as utility patent US9446624B1.

12. Furthermore, "Roller Ready" is a trademark registered with the United States Patent and Trademark Office.

13. On or around November 28, 2018, Roller Ready, LLC entered into a manufacturing and sales agreement with Sunway Tools Inc. and Sunway Products, Ltd. Those two entities are relevant to this case but not parties to it.

14. The manufacturing and sales agreement between Roller Ready, LLC and the Sunway companies authorized Sunway to manufacture, market, and distribute the Roller Ready within a limited territory and for a limited period of time.

15. Paul Kiley was a salesman for Sunway and was introduced to Roller Ready, LLC and its product through that agreement.

16. The agreement between Roller Ready, LLC and the Sunway companies was terminated on December 31, 2021.

17. Before the termination of that agreement, Kiley requested authority from Roller Ready, LLC to present the Roller Ready product at the National Hardware Show in 2021.

18. The National Hardware Show is an annual national trade show. It is a housing after-market show that brings together manufacturers and resellers of all products used to remodel, repair, maintain, and decorate the home and garden. In 2021, that event took place October 21-23, 2021.

19. Roller Ready, LLC agreed to let Kiley present its product at The National Hardware Show in 2021. The agreement by which Roller Ready, LLC allowed Kiley this opportunity did not contemplate Monkey Rung in any way.

20. Through circumstances not completely known at this time, Kiley terminated his relationship with the Sunway companies and became associated with Monkey Rung. At present Kiley is identified as the president and chief executive officer of Monkey Rung.

21. At the time Kiley and Roller Ready, LLC entered into their agreement regarding the 2021 National Hardware Show, Roller Ready, LLC was unfamiliar with Monkey Rung and anticipated no role by Monkey Rung in the presentation of the Roller Ready.

22. The Roller Ready product was presented at the 2021 National Hardware show. However, unbeknownst to Roller Ready, LLC, Kiley presented the Roller Ready product under the Monkey Rung brand (as more fully discussed below).

23. The Roller Ready product was well received at the 2021 National Hardware Show, and in fact it won an award.

24. At the 2021 National Hardware Show, the North American Hardware and Paint Association hosted an award process known as the Retailers' Choice Awards. The Retailers' Choice Awards recognize innovation in manufacturing. A panel of independent retailers chooses the winners, with only 40 products chosen from the thousands on display at the National Hardware Show. The retail panel is asked to select products they feel are unique, interesting, and hold a great promise for sales in their stores. Home improvement retailers have come to look for the Retailers' Choice Award logo when choosing product mixes for their stores. Each of the product winners receive a plaque recognizing their product's distinction and a Retailers' Choice logo to use in all their advertising or promotions for the winning product. The winning products is featured in a special Retailers' Choice product section in the January issues of Hardware Retailing and Paint & Decorating Retailer. Retailers' Choice winners are also recognized during an event ceremony.

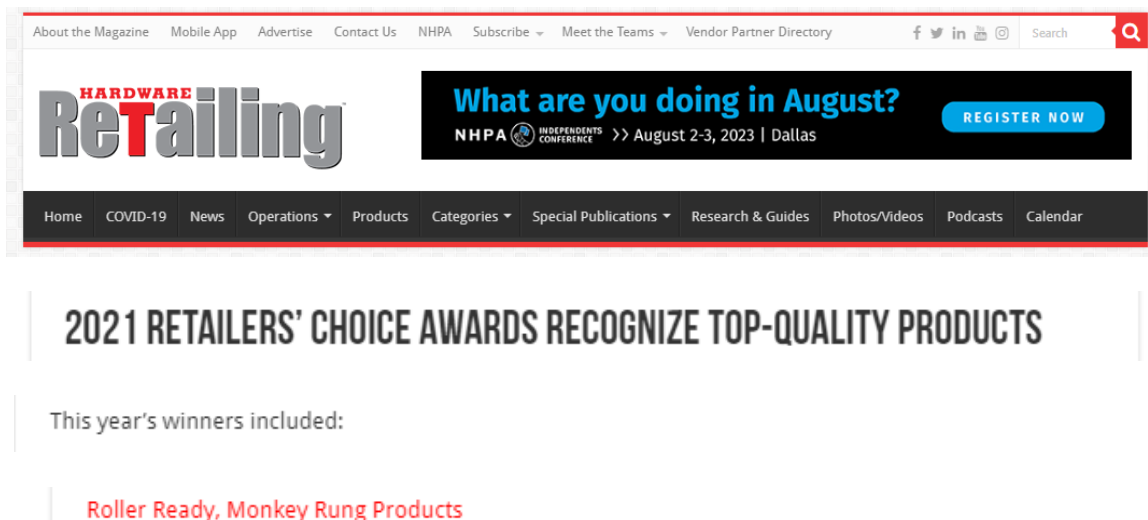
25. The Roller Ready product was one of the winners of that award in 2021.

26. However, because Kiley had registered the Roller Ready product as a Monkey Rung product, all resulting recognitions were granted to Monkey Rung and not to Roller Ready, LLC. All subsequent recognitions of the product (the web site, the plaque, and the magazine) listed Roller Ready as a Monkey Rung product—which is false, deceptive, and intentionally misleading.

27. By way of demonstration, below is a picture of the plaque awarded to the Roller Ready product:

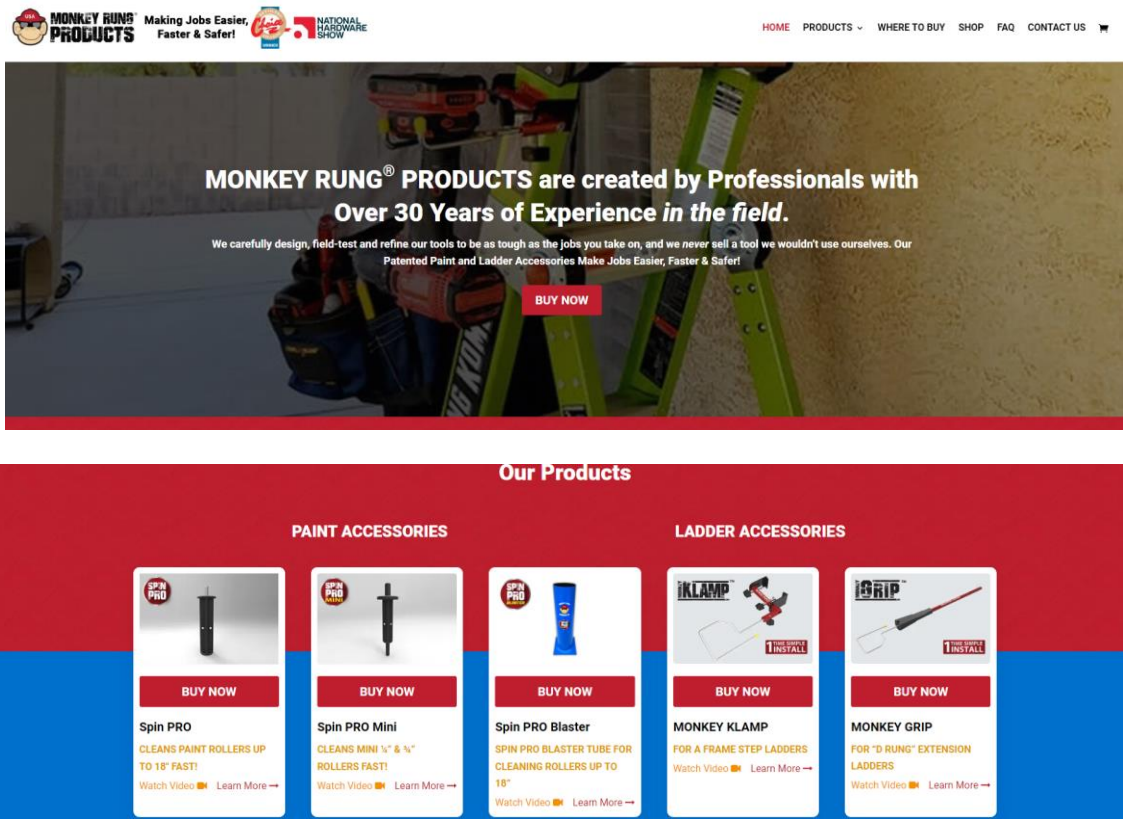


28. To this day, the following listing is identified on the web site for Hardware Retailing Magazine:



See <https://www.hardwareretailing.com/2021-retailers-choice-awards-recognize-top-quality-products/>.

29. Furthermore, the listing of the product on the site above is a hyperlink, and that hyperlink connects to monkeyrung.com, where the Roller Ready product is not sold. Instead of providing the Roller Ready, as the award and recognition would suggest, the Monkey Rung web site provides a competing product that it sells, called the Spin PRO. Below is a screenshot of the window that opens when one clicks on the Roller Ready product listing above:



30. After the Roller Ready product won its award in October 2021, Kiley and Monkey Rung reported to Roller Ready, LLC that they no longer had any interest in promoting or selling the Roller Ready.

31. As noted above, Monkey Rung and Kiley then transitioned to selling the competing product, the Spin PRO.

32. Despite having no right to the Roller Ready product, Kiley and Monkey Rung continued to associate themselves with the Roller Ready product through their marketing activity. They deliberately lured consumers to their own product by using the Roller Ready name, as demonstrated on the web site images above.

33. Monkey Rung and Kiley also listed the Roller Ready, including its patent number, in its product portfolio on the investor page of its website. Monkey Rung and Kiley represented to prospective investors that the Roller Ready product was owned by Monkey Rung and that Monkey Rung had the rights to sell the Roller Ready product. The following screen shot comes from the investor's page of the Monkey Rung website. The following image was removed just recently, after Roller Ready learned of the listing and objected:



recent years.

Product Portfolio:

Products in the Market Now

- **Monkey KLAMP®** – UTILITY PATENT # US9732558B2 & INTERNATIONAL PATENT PENDING
- **Monkey GRIP®** – UTILITY PATENT # US201800168 & INTERNATIONAL PATENT PENDING
- **Roller Ready®** – UTILITY PATENT # US9446624B1
- **Garbage-eez®** – UTILITY PATENT # USD727170S1

34. And finally, upon information and belief, Monkey Rung and Kiley control the Roller Ready trademark “ROLLER READY CLEAN YOUR ROLLERS IN SECONDS” on Amazon.com. Roller Ready, LLC has learned that the product listing has not been properly maintained, resulting in derogatory and critical reviews that are undeserved.

35. Monkey Rung and Kiley have refused to relinquish that control.

36. Upon information and belief, Monkey Rung and Kiley have intentionally degraded Roller Ready's goodwill.

37. The Monkey Rung website continues to represent that one of its products won the Retailer Choice Award at the National Hardware Show, whereas in truth that award was to the Roller Ready product and not a product in the Monkey Rung portfolio. The

following header is at the top of every page on the Monkey Rung web site, even though Monkey Rung has no legal interest in the product, no legal right to sell the product, and sells a competing product.



COUNT I

(False Advertising in Violation of the Lanham Act, 15 U.S.C. § 1125(a))

38. Roller Ready repeats and realleges each of the allegations in paragraphs 1-37 as though set forth.

39. As set forth above, Monkey Rung and Kiley knowingly and intentionally published and distributed to the public the false, misleading, and deceptive statements of fact about their relationship with the Roller Ready, clearly intending to use the Roller Ready's success and award-winning design to attract interested consumers. Monkey Rung and Kiley baited consumers to the Monkey Rung site through the Roller Ready and then switched their own product into the consumer's attention.

40. Monkey Rung and Kiley's conduct has diminished the value of the Roller Ready, confused consumers about the availability of the Roller Ready, and deprived Roller Ready, LLC of sales of its product.

COUNT II

(False Marking in Violation of 35 U.S.C. § 292)

41. Roller Ready repeats and realleges each of the allegations in paragraphs 1-40 as though set forth.

42. Monkey Rung and Kiley displayed and listed the Roller Ready patent on the Monkey Rung website with the clear intent of communicating to potential consumers and investors that Monkey Rung owned the patent to the Roller Ready and had the right to sell it.

43. By doing so, Monkey Rung and Kiley misled the public as to the proper ownership rights to the product and also as to the availability of Roller Ready.

44. By doing so, Monkey Rung and Kiley stifled sales of the Roller Ready and bolstered sales of their own competing product.

45. Roller Ready, LLC has been harmed through lost sales and diminished value of its patent.

COUNT III

(Violation of the Indiana Deceptive Trade Practices Act, I.C. 24-5-0.5-3)

46. Roller Ready repeats and realleges each of the allegations in paragraphs 1-45 as though set forth.

47. Monkey Rung and Kiley engaged in unfair, abusive, and deceptive practices through their misrepresentation of their rights in the Roller Ready product.

48. They have misled the public on the availability of Roller Ready and have prevented the marketplace from accessing the Roller Ready product.

49. In doing so, Monkey Rung's conduct harmed Roller Ready, LLC through diminished sales, tarnished reputation, and a competitive disadvantage.

COUNT IV

(Unfair Competition under Indiana common law)

50. Roller Ready repeats and realleges each of the allegations in paragraphs 1-49 as though set forth.

51. As demonstrated above, Monkey Rung and Kiley intentionally misrepresented that the Roller Ready product was its own.

52. Monkey Rung and Kiley also have restricted the marketplace's access to the Roller Ready product.

53. Monkey Rung and Kiley deceived potential consumers and investors as to the state of the market, the available products, and the standing of Monkey Rung's competitor(s).

54. Monkey Rung and Kiley intentionally interfered with Roller Ready's place in the marketplace and interfered with Roller Ready's existing and potential business relationships.

55. Roller Ready, LLC has been damaged through lost sales, diminished reputation, and a competitive disadvantage.

COUNT V

(Trademark Infringement, 15 U.S.C. § 1114)

56. Roller Ready repeats and realleges each of the allegations in paragraphs 1-55 as though set forth.

57. Roller Ready is a registered trademark, and the rights to that trademark have been assigned to Roller Ready, LLC.

58. At no point was Monkey Rung or Kiley authorized to use the Roller Ready trademark in their business dealings.

59. Monkey Rung's and Kiley's use of the Roller Ready trademark has been open and obvious, and they have benefited from their use of that mark.

60. Monkey Rung's and Kiley's use of the Roller Ready trademark was done to confuse and deceive consumers and to cause them to mistakenly obtain products from Monkey Rung that are associated with the Roller Ready name.

61. Roller Ready has been damaged through Monkey Rung's and Kiley's use of the Roller Ready trademark in multiple ways, including but not limited to lost sales, diminished reputation, and confusion by potential purchasers of the product.

62. Roller Ready is entitled to an injunction against Monkey Rung's and Kiley's future use of the Roller Ready trademark.

WHEREFORE, Roller Ready requests that this Court enter judgment on its behalf and against Monkey Rung and Kiley on all counts and order:

- A. An award of compensatory damages in an amount to be determined, including but not limited to lost profits and the diminished value of the Roller Ready product and patent;
- B. Treble damages;
- C. Punitive damages;
- D. Costs, expenses, and reasonable attorney fees; and
- E. Granting any such other or further relief that this Court deems necessary or appropriate.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Roller Ready, LLC hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

BARRETT MCNAGNY LLP

/s/ Benjamin D. Ice

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