

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

PTO Solutions, LLC, et al.

Plaintiff,

vs.

PTO Solution, LLC dba PTO-Connect, et al.

Defendants.

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Case No. 4:24-cv-4864

JURY DEMANDED

ORIGINAL COMPLAINT

Plaintiffs PTO Solutions, LLC (“PTO Solutions TX”), Tractor PTO Link, LLC (“Tractgor”), and Stallion Tractor Tools, LLC (“Stallion”) file this Original Complaint, requesting injunctive relief, damages and other relief pursuant to the Patent Act, Lanham Act and United States Copyright Act of 1976, against Defendants C&K Manufacturing, Inc. (“C&K”), PTO Solution, LLC (“PTO Solution NM”), Tractor Add-Ons, LLC (“Tractor Add-Ons”) and Cedric Williams (collectively “Defendants”). Plaintiff Kenneth Spector seeks a declaratory judgment of inventorship against Defendant Williams.

I. NATURE OF THE CASE

1. This is an action for patent infringement, trademark infringement, passing off, unfair competition, copyright infringement, and correction of inventorship. Plaintiff seeks injunctive and monetary relief, including damages for infringement and willful infringement.

II. PARTIES

2. Plaintiff PTO Solutions, LLC (“PTO Solutions TX”) is a limited liability company that is organized under the laws of the State of Texas and has its principal place of business in

Stafford, Texas.

3. Plaintiff Tractor PTO Link, LLC (“Tractor”) is a limited liability company that is organized under the laws of the State of Texas and has its principal place of business in Stafford, Texas.

4. Plaintiff Stallion Tractor Tools, LLC is a limited liability company that is organized under the laws of the State of Texas and has its principal place of business in Stafford, Texas.

5. Plaintiff Kenneth Spector is an individual residing in Harris County, Texas.

6. Upon information and belief, Defendant C&K Manufacturing, Inc. is a Texas corporation with a principal place of business at 16840 Clay Road, Suite 120, Houston, Texas 77084. C&K’s may be served through its registered agent Cedric Williams at 18210 Foley Park Ct., Cypress, Texas 77433, or wherever Mr. Williams may be found.

7. Upon information and belief, Defendant PTO Solution, LLC dba PTO Connect (“PTO Solution NM”) is a New Mexico limited liability company with a purported principal place of business at 8206 Louisiana Boulevard NE Suite A #179, Albuquerque, New Mexico, 87113. PTO Solution NM may be served through its registered agent, Legallnc Corporate Services, Inc. at 150 Central Park Square, Suite #2, Los Alamos, NM 87544. Upon information and belief, Defendant PTO Solution NM has a regular place of business at 16840 Clay Road, Suite 120, Houston, TX 77084.

8. Upon information and belief, Defendant Tractor Add-Ons, LLC is a Texas limited liability company with a principal place of business at 10601 Clarence Drive, Suite 250, Frisco, Texas 75033. Tractor Add-Ons may be served through its registered agent, Republic Registered Agent LLC, at 17350 State Highway 249, Suite 220, Houston, TX 77064. Defendant Tractor Add-Ons has a regular place of business at 16840 Clay Road, Houston, TX 77084.

9. Upon information and belief, Cedric Williams is a Texas resident and may be served with process at his residence, 18210 Foley Park Ct., Cypress, Texas 77433, or wherever he may be found.

III. JURISDICTION AND VENUE

10. This Court has original jurisdiction over this action pursuant to 15 U.S.C. § 1121(a), 28 U.S.C. §1331, and 28 U.S.C. §1338, as well as supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. §1367.

11. This Court has general personal jurisdiction over Defendants C&K and Tractor Add-Ons because, *inter alia*, they are organized and formed under the laws of the State of Texas and do business in Texas, including in this District.

12. This Court has general personal jurisdiction over Defendant Cedric Williams because he is an individual residing in the State of Texas and this District.

13. The Court has general personal jurisdiction over Defendant PTO Solution NM because, upon information and belief, PTO Solution NM has its principal place of business in the State of Texas and regularly conducts business in the State of Texas. Upon information and belief, though Defendant PTO Solution NM was incorporated under the laws of the State of New Mexico, it operates in the State of Texas. This Court has specific personal jurisdiction over Defendant PTO Solution NM because, *inter alia*, it manufactures infringing products in the State of Texas and has sold infringing products into the State of Texas, including this District.

14. Venue is proper under 28 U.S.C. § 1400(b) because Defendants Tractor Add-Ons, PTO Solution NM, and C&K have committed acts of patent infringement in this judicial district by manufacturing and selling infringing products in this district, and because all three Defendants have a regular place of business in this district.

15. Venue is proper under 28 U.S.C. § 1400(a) because Defendant Williams resides in this judicial district and may be found in this district.

16. Venue is proper under 28 U.S.C. §1391(b) because all Defendants reside in the State of Texas, a substantial part of the events and omissions giving rise to the claims occurred in this district, and because Defendants are subject to personal jurisdiction in this district.

IV. FACTUAL BACKGROUND

A. The History of PTO Link

17. Tractor operators commonly need to attach various implements to their tractors to perform work. For example, mowers, tillers, balers, cutters, and various other implements are all attached to tractors so that the implements can be rotated or driven using a tractor's power take-off output shaft (known as PTO). In some cases, these implements are pulled by the tractor but in other cases the implements are stationary (e.g. pumps, log splitters, etc). PTOs are mechanical devices that transfer rotational power from the tractor to the attached implements, making use of the tractor as a source of mechanical power to drive implements. The process of connecting and disconnecting PTOs is done by hand and, given the large machinery involved, is strenuous, time-consuming, and can lead to injury.

18. For example, the connection process requires users to lift the shafts of extremely heavy implements while stooping at awkward angles and then aligning the shaft into the high-precision fittings on the tractor. It is often done without a proper view of the shaft and the fitting. If the shaft is not aligned perfectly with the fitting and at the exact correct angle, the implement cannot be efficiently connected. This results in a tedious and exhausting process that often takes several attempts and help from others. Below is an image of a PTO spline and an implement shaft.





19. Kenneth Spector learned of this problem first-hand the first time he operated a tractor and attempted to connect a rotary cutter to the tractor via the PTO. The painstaking process took nearly an hour, completed only because Mr. Spector had help from a neighbor. Realizing that he would have to go through this process each time he had to attach an implement to the tractor, Mr. Spector sought out solutions from various farm stores in his area, only to learn that there was no easier method or device for connecting implements to tractors.



20. Because he had a technical background, Mr. Spector set out to create his own solution, which would come to be known as the PTO Link™. The PTO Link™ consists of two quick-connect steel couplers (pictured below) that are easy to see, easy to reach, and easy to connect. It makes the previously dangerous and time-consuming task of connecting a tractor to a PTO, safer, easier, and quicker. Although in hindsight the solution appears relatively simple, tractor users continued to connect and disconnect implements using the existing conventional

method – and continued to struggle to do so. It was not until Mr. Spector’s patented solution that connecting and disconnecting implements became easier and relatively straight-forward.







21. Mr. Spector and his affiliates eventually decided to commercialize the PTO Link™, which led to the founding of PTO Solutions TX. Mr. Spector’s simple solution was met with immense commercial success, as evidenced by years of consistently positive user reviews, a few recent examples of which are provided below:

 **Matthew N.**  October 28, 2024





  PTO Link

What a wonderful invention. An easier and much simpler way to connect what is a not-so-easy connection. After having health issues the past few years I found it very hard to connect the PTO on my brush hog. The new PTO Link system is amazing and SO MUCH EASIER to connect everything up. Thank you very much whomever invented this and is manufacturing this PTO Link. IT'S GREAT!!!!





 **David S.**  October 17, 2024

  PTO Link

Great system. Helps save your back especially if you're older and have back problems. PTO Link along with their driveshaft straps and spanner wrench are well worth the investment if you are changing out implements. These with a quick hitch and you will save a lot of time and energy especially if you are by yourself.

 **William S.**  October 15, 2024
  PTO Link

Very good workmanship. Did everything it said it would. Cut the time to hook up the equipment in half. Will tell everyone about it.

 **David Long**  August 3, 2024
  PTO Link

After purchasing multiple PTOLink HD systems for my John Deere 5075E Tractor, I was called by Ken, the inventor of this amazing product. What a classy thing for him to do. I told him what an ingenious invention his system is!

Personally, guys, this PTOLink is the greatest "time/aggravation saving tool" I have seen! I've been extensively trained in "lean manufacturing" and "Kaizen" (Japanese term for continuous improvement) and this product is a perfect example of "fixing what bugs you!" Why do things the hard way, when Ken has clearly created a "better mousetrap!"

Get your own PTOLink system and tell them "that guy from Richlands, NC told me to buy this!" You'll remember to thank me every single time you change tractor implements and wonder how you ever survived without it!

All the best! "Happy Tractoring Trails" to you!
David Long
Legacy Ranch
Richlands, NC

22. Today, Plaintiffs offer three distinct models of PTO Link™ systems, as well as other parts and accessories for use with these systems.

B. Plaintiff's Intellectual Property

23. Plaintiffs have taken every possible step to protect the intellectual property associated with the PTO Link devices.

24. PTO Solutions TX owns U.S. Patent No. 10,718,383 ("the '383 Patent") entitled "Tractor PTO Quick-Connect Device and Method of Use," and Mr. Spector is a co-inventor of this patent. The '383 Patent is directed towards a quick-connect device for a tractor PTO shaft.

25. PTO Solutions TX also owns U.S. Patent No. 11,313,417 (“the ’417 Patent”) entitled Tractor PTO Quick-Connect Device and Method of Use,” and Mr. Spector is the sole inventor of this patent. The ’417 Patent is directed towards a quick-release device for a tractor PTO shaft. **Exhibit A.**

26. Additionally, PTO Solutions TX owns one federal trademark registration and one pending federal trademark application in connection with the PTO Link product line.

27. The federal trademark registration is U.S. Registration No. 5,741,046 for the PTO Link design mark (“PTO Link Logo”):



The PTO Link Logo has an effective filing date of February 9, 2018 and is registered in Class 12 in connection with “shaft couplings for land vehicles.” See **Exhibit B.**

28. The pending federal trademark application is U.S. Serial No. 98/707,162 for PTO LINK, which was filed on August 20, 2024, claiming Class 7 in connection with “shaft couplings for machines” and Class 12 in connection with “shaft couplings for land vehicles.” See **Exhibit C.**

29. Plaintiffs also own common law trademark rights in PTO LINK and the PTO Link Logo by virtue of their continuous use of the marks for the marketing and sale of the PTO Link devices since at least 2017. These common law marks will be referred to as “Plaintiffs’ Common Law Marks.”

30. Finally, PTO Solutions TX owns the copyright in various engineering and machining drawings that are used to manufacture Plaintiff’s products. Although Defendants’ commercial products are not exact copies of Plaintiff’s commercial products there are some

common elements. These works are:

- a. Registration No. Vau001540018, titled “Male Spline – EZ1062 – Rev B,” which was registered on December 4, 2024. **Exhibit D.**
- b. Registration No. Vau001540020, titled “Female Unibody EZ1053-MOD RevC,” which was registered on December 4, 2024. **Exhibit E.**
- c. Registration No. Vau001540022, titled “1/2” Flange, Male Spline for 3/8” Female Flange EZ1060 – Rev B,” which was registered on December 4, 2024. **Exhibit F.**

31. These works will collectively be referred to as the “Copyrighted Works.”

C. Defendants’ Unlawful Activities

32. In 2017, Plaintiffs engaged C&K Manufacturing as a machine shop to produce parts for the PTO Link™ product. C&K Manufacturing is owned by Defendant Cedric Williams.

33. In July 2019, C&K began providing drafting services to Plaintiffs, in addition to machining parts. In connection with the drafting services, Defendant Williams was entrusted with creating various engineering drawings related to very early designs of the PTO Link product, as well as numerous design improvements made during the development of PTO Link into a successful commercial product. Defendant Williams authored the Copyrighted Works but all right, title, and interest in the Copyrighted Works belongs to Plaintiff PTO Solutions TX by written assignment.

34. Though Plaintiffs entrusted Defendant Williams with the majority of their machining and drafting work, Defendant Williams was unhappy with Plaintiff’s decision obtain a small portion of these services elsewhere. Moreover, having worked for Plaintiffs for several years, Defendant Williams recognized the potential and profitability of the PTO Link device.

35. Upon information and belief, Defendant Williams ultimately decided to create copycat products to compete with Plaintiff's PTO Link devices. Specifically, since Defendant Williams had authored the Copyrighted Works and retained access to them, he used the Copyrighted Works to create his own infringing engineering drawings for elements that are common to Plaintiffs' commercial products, which drawings would be used to create elements for his copycat products. Defendant Williams' copying of the Copyrighted Works to create his own engineering drawings constitutes copyright infringement.

36. Specifically, Defendant Williams created a device called the PTO Connect, which has various iterations including the PTO Connect Standard Adapter, the PTO Connect Standard Easy Max Adapter, the PTO Connect Universal Adapter, and the PTO Connect Modified Adapter (the "Accused Products").

37. Defendant Williams created various entities and websites to market and sell the Accused Products.

38. First, he created a website for the domain for PTO-Connect.com, which website markets and sells the Accused Products:

You Have discovered the pto connect adapter that will change the way you connect your implements.

PTO Connect Adapter

Connecting your implements never been easier.



Rated to 120 PTO HP

Tractor PTO Connect Adapter

The tractor pto connect adapter contains two connectors, one connector for the tractor and another for the implement. The system prevents the need to twist the PTO shaft to line-up the splines when attaching the rear implements. Ease of use and prevention of injury to the operator is the sole purpose of the design.

To connect the adapter, the operator will slide the tractor and

39. Defendant Williams also established PTO Solution LLC dba PTO-Connect in New Mexico. Upon information and belief, Defendant PTO Solution LLC was established in New Mexico so that Defendant Williams could use a nearly identical tradename to that of Plaintiff PTO Solutions LLC while hiding his role in the entity due to New Mexico's lack of requirements to disclose the name of any individual associated with an entity. Shortly after the entity was established, Defendant PTO Solution NM began marketing the Accused Products on Facebook.

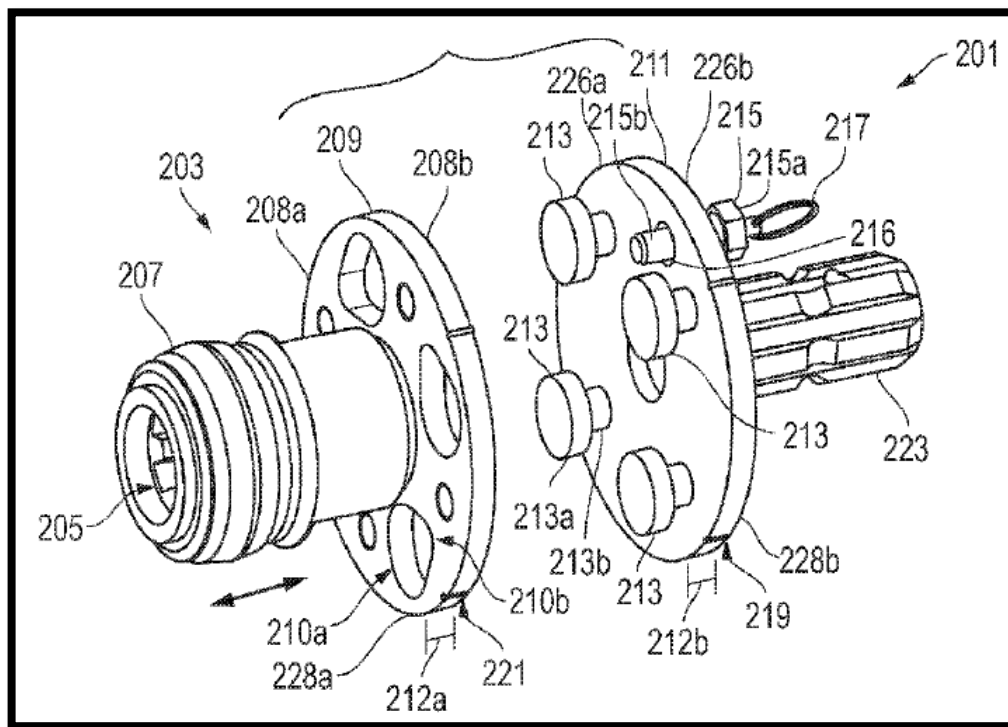
40. Defendant Williams also established Tractor Add-Ons in Texas, naming himself the managing member. Tractor Add-Ons also offers for sale and sells the Accused Products on its website Tractoraddons.com.

41. Defendant Williams is also selling Accused Products on a third website, tractorfunstore.com.

42. Upon information and belief, Defendant C&K manufactures the Accused

Products for Defendants Tractor Add-Ons and PTO Solution NM.

43. The Accused Products infringe at least claims 1, 8, 9, 11, and 12 of the '417 Patent. At a high-level, the '417 Patent claims a quick-release device for a tractor PTO shaft comprised of two bodies. The first body has a housing that is configured to removably engage with the tractor's PTO shaft via various grooves on the body. The second body is configured to removably engage with whatever implement is being used with the tractor, via an implement spline. Both bodies are configured to removably engage with each other via extensions located on the second body that can rotatably engage with corresponding slots on the first body. An exemplary embodiment from the patent is reproduced below, followed by Independent Claim 1:



A quick-release device for a tractor PTO shaft, comprising:

a **first body** having a first outer surface and a second outer surface and a first thickness disposed therebetween;

a **plurality of slots** defined on the first body;

a **second body** having a third outer surface and a fourth outer surface and a second thickness disposed therebetween;

a plurality of **extensions** extending from the second body, wherein the plurality of extensions are configured to removably engage with the plurality of slots; wherein **the first body and the second body are configured to rotate together** via the plurality of slots and the plurality of extensions;

a **housing** secured to the first body and configured to removably engage with the tractor PTO shaft; wherein the housing comprises a plurality of grooves within the housing; and

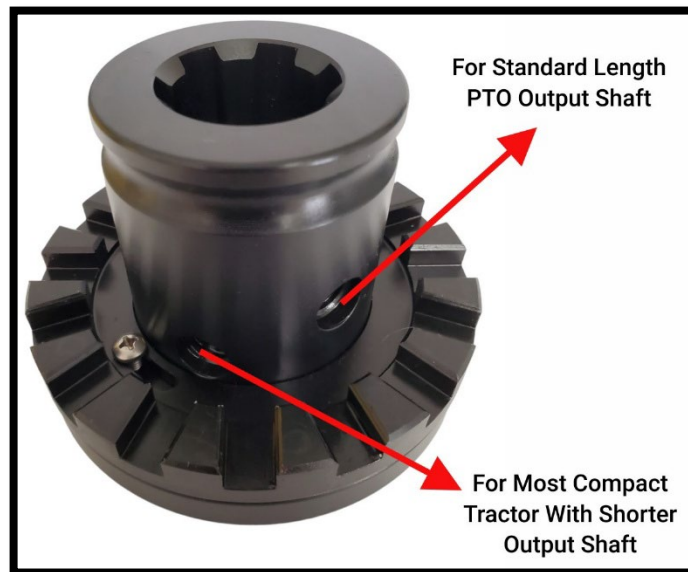
an **implement spline** extending from the second body, wherein the implement spline is configured to removably engage with an implement and further wherein the implement spline comprises a plurality of teeth.

44. Below are images of Defendants' PTO Connect Universal Adapter Set, accompanied by blurbs from Defendants' websites to market the Accused Products. These images and blurbs show that the Accused Products have two bodies. The first body has a plurality of slots (i.e. the gaps between the teeth on the first body). As explained in the marketing materials, the second body has a plurality of extensions that allow it to rotatably engage with the slots of the first body. Moreover, the first body removably engages with the PTO shaft while the spline of the second body removably engages with the implement tool.

First Body (left), Second Body (right)



Close-Up of First Body



Tractor PTO Connect Adapter

The tractor pto connect adapter contains two connectors, one connector for the tractor and another for the implement. The system prevents the need to twist the PTO shaft to line-up the splines when attaching the rear implements. Ease of use and prevention of injury to the operator is the sole purpose of the design.

To connect the adapters, the operator will slide the tractor and implement connectors together then rotate the inner plate in the left or right direction to line up the splines. Our customers choose this system based on its capability to save operators time while switching between implements, increasing productivity, and reduce back injuries.



PTO CONNECT ADAPTER

The Innovation that brings a real solution.
www.Tractoraddons.com

Easy to connect and disconnect.
No more twisting of the PTO drive shaft to align the splines.
Reduce down time while change between implement .
Reduce back and hand injuries .
Reduce frustration and anxiety that leads to injuries.

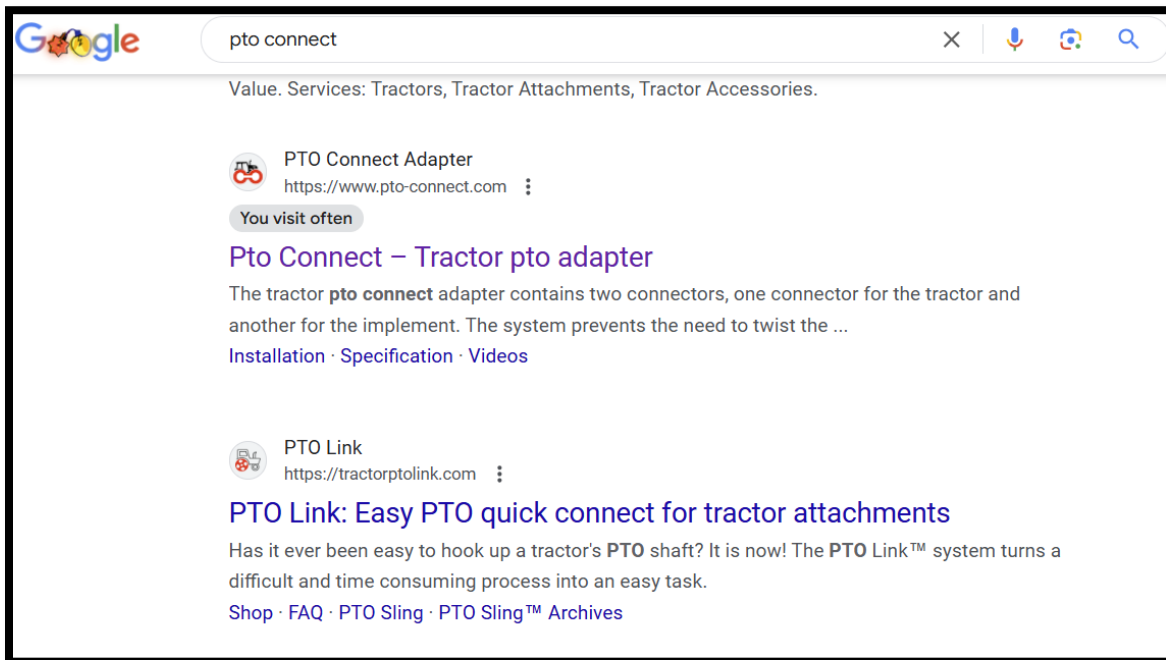
45. Upon information and belief, Defendants also intentionally copied elements of Plaintiffs' websites, including Plaintiffs' trademarks, to create the impression that Defendants' products are associated with Plaintiffs'. Below is a comparison of Plaintiffs' PTO Link Logo, and Defendants' infringing logo:

<u>Plaintiff's Logo</u>	<u>Defendants' Infringing Logo</u>
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46. As seen above, Defendants’ logo is confusingly similar to Plaintiffs’. The first literal element of both marks is PTO. The second literal element of both marks are synonyms (“link” and “connect”). Additionally, Defendants clearly copied the distinctive design feature of Plaintiff’s logo, i.e. the incorporation of a tractor wheel into letters that have a round shape. Defendants also copied the red coloring of Plaintiffs’ logo. Defendants use the infringing logo prolifically on websites to sell its infringing products.

47. The intentionality of Defendants’ copying of Plaintiffs’ logo can be seen by how similar the two parties’ website thumbnails appear in a Google search for “PTO Connect”:



48. Defendants have copied various other aspects of Plaintiffs’ products, website, business practices, marketing, etc. For example, Plaintiffs presently offer three models of the

PTO Link Devices: (1) the PTO Link HD System for heavy duty application, (2) the PTO Link SD System, for medium duty applications, and (3) the PTO Link Compact System, for light to medium duty applications. Plaintiffs also offer various parts and accessories to accompany these devices. Plaintiffs' three models are pictured below:





49. Plaintiffs' first model was the PTO Link SD System (medium duty applications). After Plaintiffs commercialized this model, they began learning from consumers that various tractor models were incompatible with the PTO Link SD System. Over time, Plaintiffs compiled an exclusion list of common tractor models that consumers wanted to use with the PTO Link SD System, but could not, due to their incompatibility. This list led to the creation of the PTO Link Compact System, which is the only PTO Link device that is compatible with the exclusion list tractors. Plaintiffs later created the PTO Link HD System, for heavier duty applications. As depicted above, Plaintiff's PTO Link SD System has red trim, to distinguish it from Plaintiff's HD System, which has blue trim.

50. Defendants' offerings mimic those of Plaintiffs. At present, Defendants offer two distinct models of their infringing PTO Connect Devices. The first is the PTO Connect

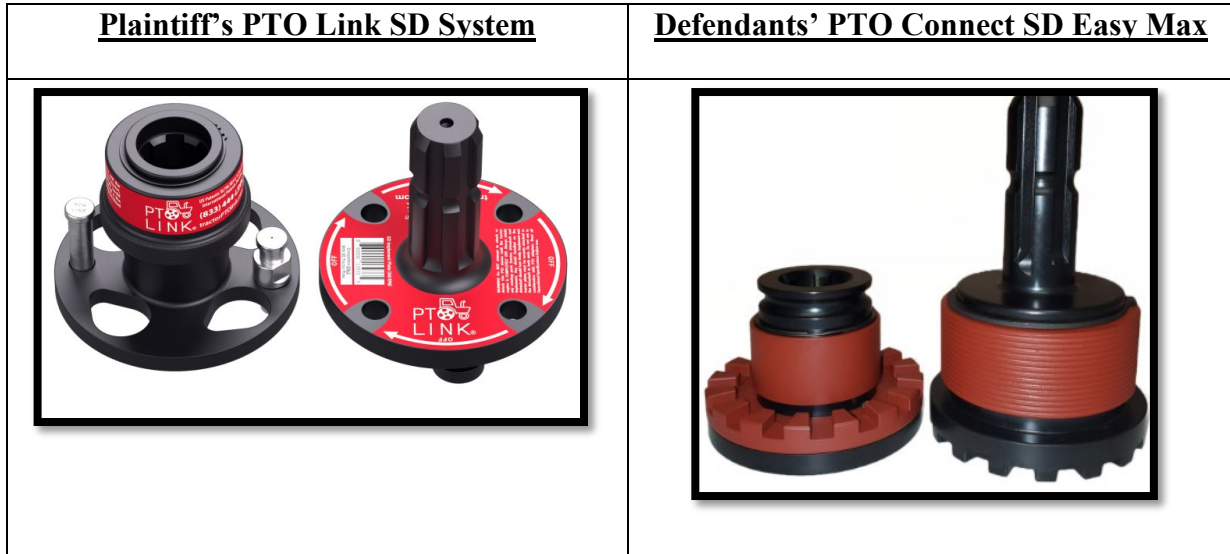
Universal/Standard, which is a copycat of Plaintiffs’ PTO Link HD System. For example, the PTO Link HD System is advertised as compatible for use with any compact or utility tractors rated from 35 HP to 130 HP or any implement, and as adding 4.5 inches to the implement’s driveline – which was later expanded to five inches but only after the PTO Connect Universal/Standard was advertised as compatible with any tractors up to 120 HP and as extending the PTO shaft by 4.5 inches.

51. Defendants’ second distinct model is the PTO Connect SD Easy Max, which is a copycat of the PTO Link SD System. The PTO Connect SD Easy Max is specifically advertised as compatible with most compact or utility tractors rated up to 100 HP, except for the exclusion list of tractor models that Plaintiffs identified over time, based on consumer feedback. This exclusion list is included on the webpage advertising the PTO Link SD System.

52. Similarly, Defendants’ PTO Link SD System is advertised as compatible with most tractors up to 80 HP, except for ten tractor models from Plaintiff’s exclusion list. All ten tractor models identified on Defendants’ web page are from Plaintiff’s exclusion list. In other words, Defendants’ PTO Link SD System is so similar in design to the PTO Connect SD Easy Max, that it is incompatible with the exact same tractor models:

<u>Plaintiff’s Exception Models</u>	<u>Defendants’ Exception Models</u>
<ul style="list-style-type: none"> • Kubota B Series • Kubota BX Series • Kubota LX Series • Kioti CS2510 • Yanmar SA424 • John Deere 2520 • New Holland Workmaster 25S • Cub Cadet 6284D • Bad Boy 3026 • LS MT125 • Mahindra Models 1526, 1626 & 1926 	<ul style="list-style-type: none"> • Kubota B Series • Kubota BX Series • Kubota LX Series • Kioti CS Series • Yanmar SA Series • John Deere 2520 • New Holland Workmaster 25 S • Cub Cadet 6284D • Bad Boy 3026 • LS MT125

53. Moreover, Defendant’s SD Easy Max uses the same red trim as Plaintiff’s PTO Link SD System.



54. Upon information and belief, Defendants also copied various elements of Plaintiffs’ websites, including product descriptions, warranty information, return policy, legal disclaimers, etc.

55. On March 29, 2021, Mr. Williams filed U.S. Patent Application No. 17/215,771 titled “Attachment Devices for a Tractor PTO Attachment Site and Methods of Use.” That application issued on September 5, 2023 as U.S. Patent No. 11,746,831 (“the ’831 Patent”). The ’831 Patent claims subject matter conceived of and reduced to practice by Mr. Spector. Upon information and belief, Mr. Williams based this patent application on the Copyrighted Works entrusted to him as owner of C&K, as well as additional information provided to him by Plaintiffs. Mr. Williams is not the inventor of the subject matter claimed in the ’831 Patent. Upon information and belief, Mr. Williams filed the patent application as a pretext to claim some ownership in Defendants’ infringing products.

56. Similarly, on November 9, 2022, Defendant Tractor Add-Ons filed a federal trademark application on the infringing logo depicted above, as a pretext to allege some ownership of trademark rights in the logo. That application issued as U.S. Registration No. 7,258,602 and claims September 3, 2020 as its date of first use, which is three years after Plaintiff's first use of its logo. Notably, Defendant's trademark claims Class 12 goods, described as "shaft couplings for land vehicles." This description is a verbatim copy of the description of goods in Plaintiff PTO Solutions TX's trademark registrations.

57. In sum, starting with the out of state formation of a competing company under a virtually identical trade name, Defendants have engaged in a course of conduct to obscure the source of Defendants' products in order to trade on Plaintiff's goodwill, infringe on Plaintiffs intellectual property, and confuse consumers into believing Defendants' products are affiliated or sponsored by Plaintiffs. This conduct has resulted in substantial confusion in the marketplace.

58. The earliest instance of confusion occurred on August 4, 2020, when Plaintiffs received a salescall asking for Cedric Williams, in order to discuss the PTO-Connect device. The caller mistakenly believed that PTO Solutions was affiliated with Defendants. That is how Plaintiffs first learned that Cedric Williams was connected with PTO-Link.

59. The instances of consumer confusion have increased more recently. On May 18, 2023, a customer accessed Plaintiffs online contact form and inquired as to why she could not find the "Easy Max" product on Plaintiff's website. The "Easy Max" product is a reference to Defendants' product, PTO Connect SD Easy Max Adapter Set.

60. In 2023, another customer researched various PTO Link products and selected, for future purchase, one that had his required specifications. The customer decided to purchase the PTO Link product in June 2024, but purchased a PTO Solution NM product, thinking it was the

PTO Link product he had previously researched. The customer only realized he had purchased a product from a different company when the product arrived and did not fit his tractor.

61. On June 15, 2024, Plaintiffs received an email from a consumer inquiring about the compatibility between a PTO Link product and a PTO Solution NM product, based on the assumption that both products were manufactured by Plaintiffs.

V. CAUSES OF ACTION

Count One: Patent Infringement **Defendants PTO Solution NM, Tractor Add-Ons, and C&K**

62. Plaintiffs repeat and re-allege the allegations in all preceding paragraphs as if fully set forth here.

63. Defendants have directly infringed and continue to directly infringe the '417 Patent, in violation of 35 § U.S.C. 271(a) by making, using, selling, and/or offering to sell in the United States the Accused Products, which include the elements claimed in or equivalent to the '417 Patent as described above, including at least claims 1, 8, 9, 11, and 12.

64. Moreover, Defendants' infringement of the '417 patent has been and continues to be willful. Defendants have been on notice of the '417 Patent since at least August 11, 2022, when Plaintiffs sent Defendants notice of the same.

65. Despite Defendants' knowledge of the '417 Patent, Defendants proceeded to make, use, offer to sell, and sell, the Accused Products. In doing so, Defendants either had knowledge of, or were willfully blind to, the fact that the Accused Products constituted infringement of the '417 Patent.



66. Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages they have sustained as a result of Defendants' wrongful acts, in an amount subject to proof at trial.

67. Further, Defendants’ infringement has caused and will continue to cause Plaintiffs irreparable harm for which there is no adequate remedy at law, unless this Court enjoins the infringement.

Count Two: Trademark Infringement under the Lanham Act
Defendants PTO Solution NM and Tractor Add-Ons

68. Plaintiffs reallege and incorporate by reference the allegations in all of the above paragraphs of this Complaint, as if fully set forth herein.

69. Plaintiff PTO Solutions is the owner of all right, title, and interest in the PTO Link Logo, United States Reg. No. 5,741,046, which was filed on February 9, 2018. As seen below, Defendant are using a confusingly similar logo:

<u>Plaintiff’s Logo</u>	<u>Defendants’ Infringing Logo</u>
	

70. Through Defendants’ use of Plaintiff’s federally registered mark to sell PTO Connect devices, Defendants infringe Plaintiff’s federally registered trademark rights.

71. Defendants commit the acts of infringement as alleged herein with knowledge of Plaintiff’s federally registered mark and with the intent to cause confusion and to trade on Plaintiff’s goodwill.

72. Defendants’ unauthorized use in commerce of Plaintiff’s federally registered mark as alleged herein is actually deceiving and is highly likely to continue to deceive consumers as to the origin, source, sponsorship, or affiliation of Defendants’ goods, and causes consumers to believe, contrary to the fact, that Defendants’ goods are sold or authorized by Plaintiff. Therefore,

Defendants’ conduct constitutes trademark infringement in violation of Section 32 of the Lanham Act (15 U.S.C. §1114 (1)).



73. As a direct and proximate result of Defendants’ actions, Plaintiff has suffered and will continue to suffer immediate and irreparable harm, including monetary damages and damage to Plaintiff’s goodwill and reputation.

74. Plaintiff is entitled to, among other relief, permanent injunctive relief and an award of actual damages, Defendants’ profits, reasonable attorneys’ fees, and costs of the action.

Count Three: Cancellation of Trademark Registration
Defendant Tractor Add-Ons

75. Plaintiffs reallege and incorporate by reference the allegations in all of the above paragraphs of this Complaint, as if fully set forth herein.

76. On November 9, 2022, Defendant Tractor Add-Ons filed a federal trademark application on the infringing logo depicted below. Plaintiff’s application for the PTO Link Logo was filed on February 9, 2018, and issued on April 30, 2019, as United States Reg. No. 5,741,046.

<u>Plaintiff’s Logo</u>	<u>Defendant’s Infringing Logo</u>
	

77. Defendant filed this application as a pretext to allege some ownership of trademark rights in the logo. That application issued as U.S. Registration No. 7,258,602 on January 2, 2024 and claims September 3, 2020 as its date of first use, which is three years after Plaintiff’s first use of its logo. Defendant’s trademark claims Class 12 goods, described as “shaft couplings for land vehicles.” This description is a verbatim copy of the description of goods in Plaintiff’s PTO

Link Logo registration.

78. Plaintiff seeks cancellation of U.S. Registration No. 7,258,602 under 15 U.S.C. §1119 because Plaintiff is the senior user of its PTO Link Logo. Defendant's use of the infringing logo has caused and will continue to cause confusion amongst consumers as to the origin, source, sponsorship, or affiliation of Defendants' goods, and causes consumers to believe, contrary to the fact, that Defendants' goods are sold or authorized by Plaintiff.

Count Four: Passing Off under the Lanham Act
Defendants PTO Solution NM and Tractor Add-Ons

79. Plaintiffs reallege and incorporate by reference the allegations in all of the above paragraphs of this Complaint, as if fully set forth herein.

80. Defendants have used false and/or misleading statements to consumers regarding their copycat products, in an effort to deceive consumers into believing these products are related to or the same as Plaintiffs' products, including by using marks that are confusingly similar to Plaintiffs' Common Law Marks.

81. Defendants' copycat products are being sold in interstate commerce.

82. Defendants' unauthorized use in commerce is actually deceiving or is highly likely to deceive consumers as to the origin, source, sponsorship, or affiliation of Defendants' goods, and causes consumers to believe, contrary to the fact, that Defendants' goods are sold or authorized by Plaintiff. This is as evidenced by Plaintiffs' documented instances of consumer confusion.

83. Defendants' deception is material in that it has the ability to and did influence consumers' purchasing decisions.

84. Upon information and belief, Defendants' conduct as alleged herein is willful and

is intended to, does, and is likely to cause confusion and deception as to the affiliation, connection, or association of Defendant with Plaintiff.

85. Defendants' conduct constitutes passing off in violation of 15 U.S.C. § 1125(a).

86. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered and will continue to suffer immediate and irreparable harm, including monetary damages and damage to Plaintiff's goodwill and reputation.

87. Plaintiffs are entitled to, among other relief, permanent injunctive relief and an award of actual damages, Defendants' profits, reasonable attorneys' fees, and costs of the action under 15 U.S.C. §1116 and 15 U.S.C. §1117.

Count Five: False Designation of Origin Under the Lanham Act
Defendants PTO Solution NM and Tractor Add-Ons

88. Plaintiffs reallege and incorporate by reference the allegations in all of the above paragraphs of this Complaint, as if fully set forth herein.

89. Defendants have used false and/or misleading statements to consumers regarding their copycat products, in an effort to deceive consumers into believing these products are related to or the same as Plaintiffs' products, including by using marks that are confusingly similar to Plaintiffs' Common Law Marks.

90. Defendants' copycat products are being sold in interstate commerce.

91. Defendants' unauthorized use in commerce is actually deceiving or is highly likely to deceive consumers as to the origin, source, sponsorship, or affiliation of Defendants' goods, and causes consumers to believe, contrary to the fact, that Defendants' goods are sold or authorized by Plaintiff. This is as evidenced by Plaintiffs' documented instances of consumer confusion.

92. Defendants' deception is material in that it has the ability to and did influence consumers' purchasing decisions.

93. Upon information and belief, Defendants' conduct as alleged herein is willful and is intended to, does, and is likely to cause confusion and deception as to the affiliation, connection, or association of Defendant with Plaintiff.

94. Defendants' conduct constitutes false designation of origin in violation of 15 U.S.C. § 1125(a).

95. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered and will continue to suffer immediate and irreparable harm, including monetary damages and damage to Plaintiff's goodwill and reputation.

96. Plaintiffs are entitled to, among other relief, permanent injunctive relief and an award of actual damages, Defendants' profits, reasonable attorneys' fees, and costs of the action under 15 U.S.C. §1116 and 15 U.S.C. §1117.

Count Six: Unfair Competition under the Lanham Act
Defendants PTO Solution NM and Tractor Add-Ons

97. Plaintiffs reallege and incorporate by reference the allegations in all of the above paragraphs of this Complaint, as if fully set forth herein.

98. Defendants have used false and/or misleading statements to consumers regarding their copycat products, in an effort to deceive consumers into believing these products are related to or the same as Plaintiffs' products, including by using marks that are confusingly similar to Plaintiffs' Common Law Marks.

99. Defendants' copycat products are being sold in interstate commerce.

100. Defendants' unauthorized use in commerce is actually deceiving or is highly likely to deceive consumers as to the origin, source, sponsorship, or affiliation of Defendants' goods,

and causes consumers to believe, contrary to the fact, that Defendants' goods are sold or authorized by Plaintiff. This is as evidenced by Plaintiffs' documented instances of consumer confusion.

101. Defendants' deception is material in that it has the ability to and did influence consumers' purchasing decisions.

102. Upon information and belief, Defendants' conduct as alleged herein is willful and is intended to, does, and is likely to cause confusion and deception as to the affiliation, connection, or association of Defendant with Plaintiff.

103. Defendants' conduct constitutes false designation of origin in violation of 15 U.S.C. § 1125(a).

104. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered and will continue to suffer immediate and irreparable harm, including monetary damages and damage to Plaintiff's goodwill and reputation.

105. Plaintiffs are entitled to, among other relief, permanent injunctive relief and an award of actual damages, Defendants' profits, reasonable attorneys' fees, and costs of the action under 15 U.S.C. §1116 and 15 U.S.C. §1117.

Count Seven: Common Law Passing Off
Defendants PTO Solution NM and Tractor Add-Ons

106. Plaintiffs reallege and incorporate by reference the allegations in all of the above paragraphs of this Complaint, as if fully set forth herein.

107. Defendants have used false and/or misleading statements to consumers regarding their copycat products, in an effort to deceive consumers into believing these products are related to or the same as Plaintiffs' products.

108. Defendants have passed off their goods as those of Plaintiffs, by virtue of the

substantial similarity between the two, leading to actual confusion of potential customers.

109. Upon information and belief, Defendants' conduct as alleged herein is willful and is intended to, does, and is likely to cause confusion and deception as to the affiliation, connection, or association of Defendant with Plaintiff.

110. Defendants' conduct constitutes common law passing off.

111. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered and will continue to suffer immediate and irreparable harm, including monetary damages and damage to Plaintiff's goodwill and reputation.

Count Eight: Common Law Unfair Competition by Misappropriation
Defendants PTO Solution NM and Tractor Add-Ons

112. Plaintiffs reallege and incorporate by reference the allegations of the preceding Paragraphs of this Complaint, inclusive as if fully set forth herein.

113. Plaintiffs created and perfected the PTO-Link products using extensive time, labor, skill, and money.

114. Defendants gained a special and unfair advantage by creating and selling their copycat products in competition with Plaintiffs, because Defendants were not burdened with the time and expenses incurred by Plaintiffs.

115. Defendants' conduct constitutes common law unfair competition by misappropriation and has resulted in commercial damage to Plaintiffs.

116. As a direct and proximate result of Defendants' actions, Plaintiff has suffered and will continue to suffer damages.

117. Plaintiff is entitled to, among other relief, permanent injunctive relief and an award of actual damages, Defendants' profits, reasonable attorneys' fees, and costs of the action.

Count Nine: Copyright Infringement
Cedric Williams

118. Plaintiffs reallege and incorporate by reference the allegations of the preceding Paragraphs of this Complaint, inclusive as if fully set forth herein.

119. Plaintiff PTO Solutions TX is the owner of all right, title, and interest in the technical drawings that are the subject of the following copyright registrations:

- a. Registration No. Vau001540018, titled “Male Spline – EZ1062 – Rev B,” which was registered on December 4, 2024. **Exhibit D.**
- b. Registration No. Vau001540020, titled “Female Unibody EZ1053-MOD RevC,” which was registered on December 4, 2024. **Exhibit E.**
- c. Registration No. Vau001540022, titled “1/2” Flange, Male Spline for 3/8” Female Flange EZ1060 – Rev B,” which was registered on December 4, 2024. **Exhibit F.**

120. Upon information and belief, Defendant Williams had access to and did copy these drawings to create some of his own engineering drawings. Defendant Williams then used his infringing drawings to create copycat products.

121. Defendant Williams’ act of copying Plaintiff’s drawings constitutes copyright infringement in violation of 17 U.S.C. §501 et seq.

122. Upon information and belief, Defendant has made and will continue to make substantial profits and gains to which he is not in law or equity entitled.

123. Defendant’s acts have damaged and will continue to damage Plaintiffs, and Plaintiffs have no adequate remedy at law.

124. Plaintiffs are entitled to injunctive relief, and to recover at least actual damages, enhanced damages, costs, and reasonable attorney fees or statutory damages including for willful

infringement under 17 U.S.C. §504.

Count Ten: Declaratory Judgment of Inventorship 35 U.S.C. § 256
Cedric Williams

125. Plaintiffs reallege and incorporate by reference the allegations of the preceding Paragraphs of this Complaint, inclusive as if fully set forth herein.

126. The face of the '831 Patent identifies Cedric Williams as the sole inventor of the claimed invention. However, Kenneth Spector is a co-inventor of the '831 Patent as he conceived and reduced to practice the subject matter claimed therein. For example, at least the Copyrighted Works contained Mr. Spector's conception of the claimed invention.

127. Upon information and belief, Mr. Williams used the Copyrighted Works, which were entrusted to him as owner of C&K, to conceive the invention that is disclosed in the '831 Patent and prepare the patent application leading to the '831 Patent.

128. Because Mr. Williams prepared and filed the '831 Patent application as the sole inventor, an actual and justiciable controversy exists between Mr. Williams and Mr. Spector, regarding inventorship of the '831 Patent.

129. Some of the claim limitations set forth in the '831 patent claims reflect contributions made by Spector to the invention that is disclosed and claimed in the '831 patent.

130. Plaintiff Spector seeks a declaratory judgment pursuant to 35 U.S.C. § 256 to correct the inventorship of the '831 Patent to include himself as a co-inventor of the '831 Patent.

V. JURY DEMAND

131. Plaintiff hereby demands that all issues so triable be determined by a jury.

VI. PRAYER FOR RELIEF

132. For all of the foregoing reasons, Plaintiff asks for judgment against Defendants in the following form:

- a. Granting an injunction permanently enjoining Defendants, their officers, agents, employees, and all persons associated with or acting on Defendants' behalf from making, offering for sale, and selling the Accused Products;
- b. Granting an injunction permanently enjoining Defendants, their officers, agents, employees, and all persons associated with or acting on Defendants' behalf from operating their various websites including tractorfunstore.com, tractoraddons.com, and pto-connect.com;
- c. Granting an injunction permanently enjoining Defendants, their officers, agents, employees, and all persons associated with or acting on Defendants' behalf from using any marks that are similar to Plaintiff's trademarks;
- d. Judgment that Defendants PTO Solution NM and Tractor Add-ons are liable for willful trademark infringement, passing off, and false designation of origin under the Lanham Act and an award of monetary damages for the same;
- e. Judgment that Defendants C&K, PTO Solution NM and Tractor Add-ons are liable for willful patent infringement and an award of monetary damages for the same;
- f. Judgment that Defendants PTO Solution NM and Tractor Add-ons are liable for common law passing off and an award of monetary damages for the same;

- g. Judgment that Defendants PTO Solution NM and Tractor Add-ons are liable for common law unfair competition by misappropriation and an award of monetary damages for the same;
- h. Judgment that Defendant Williams is liable for copyright infringement and an award of monetary damages for the same;
- i. An Order correcting inventorship of the '831 Patent to add Kenneth Spector as a joint inventor;
- j. Plaintiffs' costs and attorneys' fees;
- k. Enhanced damages;
- l. Prejudgment and post judgment interest; and
- m. All other relief the Court deems appropriate.

Dated: December 11, 2024

Respectfully submitted,

/s/ J. David Cabello

J. David Cabello

Attorney-in-Charge

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