

**POOR QUALITY ORIGINALS ATTACHED-**

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RONALD C. WESTON, SR., CLERK  
U.S. DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN

BY: MS

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MICHAEL JOHN ROOD, and  
A ROOD AWAKENING MINISTRIES,

Plaintiffs,

Case No: **1:07-cv-1255**  
HON. **Robert J. Jonker**  
**US District Judge**

v

JAMES R. LOUIS,

Defendant.

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Thomas A. Kuiper (P47285)  
Jon J. Schrottenboer (P34452)  
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**COMPLAINT**

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

**PARTIES, JURISDICTION, AND VENUE**

Plaintiffs, Michael John Rood and A Rood Awakening Ministries, by their attorneys, Kuiper Orlebeke PC, state for their complaint against James R. Louis as follows:

1. Plaintiff Michael John Rood is a resident of Kent County, Michigan.

2. Plaintiff A Rood Awakening Ministries (“A Rood Awakening”), is a business that Plaintiff Michael Rood started, controlled, and has operated continuously since its inception.

3. Michael Rood operates A Rood Awakening at 991 84th St., SW, Suite 200, Byron Center, Michigan 49315.

4. Defendant James R. Louis lives at 12831 Highway, 99E SE, Jefferson, Oregon 97352.

5. Defendant conducts business in the Western District of Michigan.

6. Defendant conducted a fundraising event in Grand Rapids, has been personally present in West Michigan, and has solicited monetary donations from individuals in Grand Rapids.

7. The amount in controversy exceeds the jurisdictional amount of \$75,000, exclusive of interest and costs.

8. Jurisdiction and venue are appropriate in this Court pursuant to 28 USC §1331, 1332, 1338, and 1391.

### **GENERAL ALLEGATIONS**

9. In 1996, Michael Rood began working as a minister and biblical scholar.

10. In 1996, he published his first book, *The Mystery of Iniquity*.

11. Beginning in 1996, and thereafter, Michael Rood toured the country and the world teaching about his unique and original interpretations of the Bible.

12. In 1999, Defendant James Louis worked as a used car salesman, selling used automobiles to people with poor or no credit.

13. In the spring of 1999, Michael Rood invited Defendant James Louis to join him on a tour and assist Mr. Rood in organizing various open meetings and coordinating those meetings at public venues. Mr. Louis also accompanied Michael Rood in the spring of 1999 on a tour of speaking and teaching engagements in Israel.

14. In the summer of 1999, Mr. Louis accompanied Michael Rood on a 45 city teaching and speaking tour throughout the United States. Mr. Louis served Mr. Rood as part of his set-up crew during the speaking and teaching engagements.

15. In 2001, Bridge/Logos Publishers published Michael Rood's book, *The Mystery of Iniquity*.

16. Michael Rood holds a copyright in *The Mystery of Iniquity* (**Exhibit A**).

17. *The Mystery of Iniquity* is still available in commerce today (See **Exhibit B**; 12/10/07 E-Bay computer printout).

18. In 2001, Michael Rood formally organized his ministry as a business, entitled "A Rood Awakening." The unique name and message of his ministry was an obvious take-off and play on his surname, particularly A Rood Awakening could not exist without Michael Rood.

19. In 2001, Michael Rood's ministry was headquartered in Two Harbors, Minnesota.

20. Michael Rood operated his ministry under the name "A Rood Awakening", beginning in and continuously since 2001. In 2001, he opened a bank account in the name of "A Rood Awakening". Since 2001, "A Rood Awakening" has hired individuals to work for it, maintained a phone number, checking accounts, and operated in every respect as a business run by Michael Rood.

21. At some point after 1999, A Rood Awakening hired Defendant to serve Plaintiffs as an employee.

22. Ultimately, Defendant served as a grant writer and fundraiser on behalf of A Rood Awakening.

23. A Rood Awakening derived revenue from a variety of sources, including: Personal donations from individuals who wished to support Michael Rood's ministry and teachings; sales of Michael Rood's books and videos; tours of Israel led by Michael Rood; and, television and radio contracts.

24. Defendant had complete access to and maintained control over the revenue that A Rood Awakening generated.

25. Defendant maintained complete control over all financial matters for Michael Rood and A Rood Awakening, but never provided an accounting to Michael Rood.

26. Plaintiffs also started, paid for, and operated various websites, including [www.ARoodAwakening.com](http://www.ARoodAwakening.com), [www.ARoodAwakeningTV.com](http://www.ARoodAwakeningTV.com), and [www.michaelrood.com](http://www.michaelrood.com).

27. In 2004, Michael and Judith Rood, Defendant, and others attended an A Rood Awakening meeting in the State of Washington.

28. At the Washington meeting, Defendant recommended for the first time that A Rood Awakening incorporate as a "corporate sole" in the State of Arizona.

29. At the Washington meeting, Michael Rood learned that Defendant had, in fact, already organized A Rood Awakening as an Arizona corporate sole, even though he had neither the permission nor the authority to do so.

30. At the Washington meeting, Michael Rood also learned that Defendant had opened checking accounts in his own name, and had placed funds sent by donors to Michael Rood and A Rood Awakening into these accounts.

31. Michael Rood informed Defendant that he had no authority to decide where to deposit money generated by the business and that he was to provide an accounting to Pam Harris, comptroller, and relinquish any control over any company financial account or matter.

32. Defendant assured Michael Rood that all revenue generated by Plaintiffs had been properly accounted for and had been used solely for business/ministry purposes.

33. Defendant refused to comply with the directions and instruction given to him by Michael Rood.

34. In fact, with no authority or right to do so, Defendant converted A Rood Awakening's assets and revenues to his own accounts.

35. For example, individual donors donated a Toyota van to A Rood Awakening to be used in the ministry. Defendant informed the donors that although the gift would be a tax deductible contribution to A Rood Awakening, the van should be and ultimately was, titled in Defendant's name only.

36. After 2004, Michael Rood decided to move the business office of A Rood Awakening from Oregon, where Defendant lived, to Byron Center, Michigan.

37. When Michael Rood and others informed Defendant of this fact, Defendant changed the locks on the A Rood Awakening office doors, seized all assets, books, and records of the business, denied anyone other than himself access to the

websites owned by A Rood Awakening, and declared that he was the sole owner and operator of A Rood Awakening.

38. On August 24, 2007, Michael Rood and A Rood Awakening contacted Defendant to inform him that he had been unlawfully utilizing the name, image, likeness, persona, and intellectual property of Michael Rood and A Rood Awakening (**Exhibit C**).

39. Michael Rood and A Rood Awakening warned Defendant that his actions violated their rights of publicity and constituted violation of copyright rights, unfair competition, deceptive trade practices, and trademark infringement (*Id.*).

40. Despite the request and warning, Defendant continued to act in violation of the law and Plaintiffs' rights.

41. Defendant has, among other things, converted, without any basis or authorization, the A Rood Awakening domain names, web pages and websites (See **Exhibit D**; 11/14/07 printout).

42. Through the A Rood Awakening websites, Defendant has unlawfully used Michael Rood's name, image, and likeness, published his writings, and sold products to the public that are owned by Michael Rood and/or A Rood Awakening. (*Id.*)

43. Upon information and belief, Defendant has received royalty checks from the publication and sale of Michael Rood's book, *The Mystery of Iniquity*, from Bridge-Logos Publishing Company and converted the funds to his own use.

44. *The Mystery of Iniquity* is still circulated and sold in commerce (See **Exhibit B**; 12/10/07 E-Bay printout).

45. Defendant has and continues to send letters to past donors to Michael Rood and A Rood Awakening. The letters sent by Defendant contain Michael Rood's

image, are written on A Rood Awakening letterhead, contain A Rood Awakening's tax ID number, contains Michael Rood's name, contain Plaintiff's famous mark, and contain the forged signature of Michael Rood (See numerous examples at **Exhibits E**).

46. The letters Defendant sent are intended to, and do, trick and confuse donors into believing that they are donating money to Michael Rood and his ministry, A Rood Awakening, when, instead, Defendant converts the money to his own personal use.

47. Defendant has and continues to send letters to Plaintiff's donors, in his own name, but using Michael Rood's image, likeness, and famous mark, and which Defendant signs on behalf of himself and "The Rood Crew" (See **Exhibit F**; 11/16/07 letter to donor and 12/12/07 letter and pledge card to M. Labean).

48. "The Rood Crew" refers solely to Michael Rood and his supporters, not to Defendant or anyone affiliated with him.

49. Defendant has also diverted website visitors to a new website by using the [www.michaelrood.com](http://www.michaelrood.com) name and web address (**Exhibit G**; 12/3/07 Google printout).

50. A web visitor is directed to "A Rood Awakening!"; which links to Defendant's "Torah to the Nation" website, which sells Plaintiffs' products without Plaintiffs' consent, authorization or permission. (*Id.*)

51. Upon information and belief, Defendant has contacted media entities and informed such entities that he is the "administrator" of Michael Rood's teachings, writings, publications, and business and that he, not Plaintiffs, should receive the monetary benefits of any such contracts between Plaintiffs and such media entities.

52. Upon information and belief, Defendant's actions have caused at least one television station to cancel the publication and promotion of Plaintiffs' teachings and products.

53. Defendant has attempted to legitimize his theft and unlawful conduct by concocting an "arbitration panel" comprised of his supporters to arbitrate the dispute between himself and Plaintiffs.

54. Michael Rood did not participate in Defendant's arbitration idea, since the arbitration panel had no validity, authority, or impartiality.

55. Defendant's self-appointed, biased arbitration panel did not arbitrate anything, did not analyze facts and evidence, and did not reach any valid or binding findings or conclusion.

56. Despite the farcity of the "arbitration panel", Defendant has broadcasted to the public that the arbitrators have found that he is the administrator and operator of Michael Rood's ministry, teachings, and products.

57. Defendant has defamed Michael Rood by publishing false and defamatory statements on the internet, including, among other things, posting "a really rude website" ([www.areallyrudeawakening.com](http://www.areallyrudeawakening.com)) as well as a new website hosted by Defendant at [www.yaakovlevi.com](http://www.yaakovlevi.com). (**Exhibit H**)

### **COUNT I**

#### **UNFAIR COMPETITION: LANHAM ACT, 15 USC §1125(a)**

58. Plaintiffs incorporate Paragraphs 9 through 57 herein.

59. Defendant's unauthorized use of Plaintiffs' domain name(s), name, mark, and famous mark in connection with the distribution of Defendant's services in commerce

falsely and unfairly suggest that he is connected with, sponsored by, affiliated with, or actually is Michael Rood or Michael Rood's ministry, A Rood Awakening.

60. Defendant's unauthorized use of the above is likely to cause confusion, or to cause mistake, or to deceive the public as to the affiliation, origin or designation of the same in violation of 15 USC § 1125(a).

61. The intentional nature of Defendant's acts makes this an exceptional case, pursuant to 15 USC § 1117.

62. Plaintiff has been, is now, and will likely be irreparably injured and damaged by the likelihood of confusion caused by Defendant's actions and the public has been and/or is induced to believe that Defendant is connected with, sponsored by, affiliated with, or actually is Michael Rood and A Rood Awakening.

63. Defendant's conduct and unfair competition has damaged Plaintiffs and will, unless enjoined by the Court, further impair the value of Plaintiffs' name, reputation, and goodwill. This harm constitutes an injury for which Plaintiffs have no adequate remedy at law.

64. Plaintiffs are entitled to injunctive relief under 15 USC §§ 1125(a), (c), (d), and § 116.

WHEREFORE, Plaintiffs request that this Court grant Plaintiffs a judgment in their favor in an amount in excess of \$75,000, injunctive relief, interest, costs, attorneys' fees, and any other relief that this Court determines is fair and equitable.

**COUNT II**

**CONVERSION AND STATUTORY CONVERSION (MCL 600.2919a)**

65. Plaintiffs incorporate Paragraphs 9 through 64 herein

66. As set forth above, Defendant stole, embezzled, and/or converted Plaintiffs' property to his own personal use.

67. Defendant also stole, embezzled, and converted A Rood Awakening by incorporating, or attempting to incorporate, Michael Rood's business in the State of Arizona as a corporate sole without any basis or authority to do so.

68. Defendant stole, embezzled, and/or converted Plaintiffs' checks, royalty checks, money, vehicles, equipment, donor lists, domain names and addresses, books, tapes, videos, DVD's, and other tangible personal property.

69. Plaintiffs, at all times, maintained ownership, title to, and the right to possession of all converted property.

70. Defendant has refused to return or surrender Plaintiffs' property.

71. Defendant's acts of dominion wrongfully exerted over Plaintiff's personal property were wrongful and intentional.

72. Plaintiffs are entitled to treble damages, costs, and attorneys' fees pursuant to MCL 600.2919a.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor and against Defendant for an amount in excess of \$75,000, an award of treble that amount, pursuant to MCL 600.2919a, attorneys' fees, costs, interest, and any other relief that this Court determines is fair and equitable.

**COUNT III**

**INVASION OF PRIVACY-APPROPRIATION AND FALSE LIGHT**

73. Plaintiffs incorporate Paragraphs 9 through 72 herein.

74. As set forth above, Defendant used Plaintiff's name, image, likeness, and association to his pecuniary advantage.

75. There is no dispute that the name or likeness used by Defendant was of Plaintiff Michael Rood.

76. The name, likeness, and image of Michael Rood was used in reference to Michael Rood.

77. Defendant had no right, basis, or authority to use the name, image, likeness, or association with Plaintiff Michael Rood.

78. As a result of Defendant's wrongful conduct, Plaintiff Michael Rood has been damaged.

79. Defendant created publicity concerning Plaintiff Michael Rood.

80. The publicity was intended to and did place Plaintiff Michael Rood in a false light in the public eye.

WHEREFORE, Plaintiff Michael Rood requests that this Court enter an award in his favor and against Defendant for an amount in excess of \$75,000, plus interest, costs, attorneys' fees, and any other relief that this Court determines is fair and equitable.

**COUNT IV**

**MICHIGAN CONSUMER PROTECTION ACT (MCL 445.911)**

81. Plaintiffs incorporate Paragraphs 9 through 80 herein.

82. As set forth herein, Defendant has engaged in unfair, unconscionable, and/or deceptive methods, acts, or practices in the conduct of trade or commerce including:

- Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services [§ 903(1)(a)];
- Representing that goods or services have sponsorship, approval, characteristics or benefits that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have [§ 903(1)(c)];
- Disparaging the goods, services, business, or reputation of another by false or misleading representation of fact [§ 903(1)(f)];
- Advertising goods or services with intent not to supply reasonably expectable public demand [§ 901(1)(h)];
- Representing or implying that the subject of a consumer transaction will be provided promptly or within a reasonable time when Defendant knows or has reason to know it will not be so provided [§ 903(1)(q)];
- Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer [§ 903(1)(s)];

- Failing in a consumer transaction that is rescinded, canceled, or otherwise terminated, to promptly restore to the person or persons entitled to it a deposit, down payment, or other payment [§ 903(1)(u)];
- Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is [§ 903(1)(bb)]; and
- Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner [§ 903(1)(cc)].

83. Plaintiffs are entitled to injunctive relief against Defendant. MCL 445.911(1)(b).

84. Plaintiffs are entitled to recover their actual damages or \$250, whichever is greater, together with reasonable attorneys' fees.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor and against Defendant in an amount in excess of \$75,000, plus award them interest, costs, attorneys' fees, and any other relief that this Court determines is fair and equitable.

#### **COUNT V**

##### **DEFAMATION AND DEFAMATION *PER SE***

85. Plaintiffs incorporate Paragraphs 9 through 84 herein.

86. Defendant made false and defamatory statements concerning Plaintiff Michael Rood.

88. Defendant made unprivileged publication and communication of false and defamatory statements to third parties.

89. Defendant's actions amount to at least negligence on his part and were, in fact, made with actual malice in publishing the false and defamatory statements.

90. Plaintiff has sustained damage as a result of Defendant's defamatory statements including damages to his business, constituting defamation *per se*.

91. Defendant's actions constitute both defamation and the tort of injurious falsehood.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor and against Defendant in an amount in excess of \$75,000, plus award them interest, costs, attorneys' fees, and any other relief that this Court determines is fair and equitable.

#### **COUNT VI**

#### **TORTIOUS INTERFERENCE WITH A CONTRACT OR ADVANTAGEOUS BUSINESS RELATIONSHIP OR EXPECTANCY**

92. Plaintiffs incorporate Paragraphs 9 through 91 herein.

93. Plaintiffs maintained contract and business relationships with various media entities.

94. Defendant had actual knowledge of the contract or business relationship or expectancy between Plaintiffs and various media entities.

95. Defendant intentionally and improperly interfered with or disrupted the contract or business relationship or expectancy between Plaintiffs and the media entities by contacting the media entities, falsely informing such entities that he was the "administrator" of Michael Rood Ministries and A Rood Awakening, and that Michael Rood had no authority to operate his ministry or run A Rood Awakening.

96. Plaintiffs have been damaged as a result of Defendant's interference.

97. Plaintiffs are entitled to injunctive relief because at least one television station has canceled the airing of broadcasts created by Michael Rood and/or A Rood Awakening.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor and against Defendant in an amount in excess of \$75,000, plus injunctive relief, plus interest, costs, attorneys' fees, and any other relief that this Court determines is fair and equitable.

**COUNT VII**

**UNJUST ENRICHMENT**

98. Plaintiffs incorporate Paragraphs 9 through 97 herein.

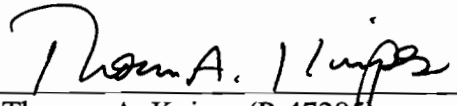
99. Defendant has received compensation that was not due him, which he improperly converted, embezzled, or stole from Plaintiffs.

100. It would be unfair and unjust for Defendant to retain the benefit of property, equipment, vehicles, domain names, money and other property that belonged to Plaintiffs.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor and against Defendant in an amount in excess of \$75,000, plus award them interest, costs, attorneys' fees, and any other relief that this Court determines is fair and equitable.

KUIPER ORLEBEKE PC

Date: December 14, 2007

By:   
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