

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CHEMICAL LIGHT, INC.,)	
)	
Plaintiff,)	Case No. 11-CV-5667
)	
vs.)	
)	
SUN PRODUCTS USA, LLC and JOHN M. GILL,)	<u>Jury Trial Demanded</u>
)	
Defendant.)	

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Chemical Light, Inc., through its attorneys, complains of defendants Sun Products USA, LLC and John M. Gill as follows:

1. This action arises under the patent laws of the United States, Title 35 of the United States Code.

PARTIES

2. Plaintiff Chemical Light, Inc. (“Chemical Light”) is an Illinois corporation with its principal place of business in Vernon Hills, Illinois.

3. Defendant Sun Products USA, LLC (“Sun Products USA”) is a Wisconsin limited liability company formed on or about July 1, 2010. On information and belief, Sun Products USA has its principal place of business in Minnesota.

4. Defendant John M. Gill (“Gill”) is an individual who, on information and belief, resides in Minnesota. Defendant Gill is the founder and CEO of Sun Products USA and exercises direct control over the commercial activities of Sun Products USA, including the development, manufacture and sale of commercial products.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1338(a) because this action arises under the patent laws of the United States.

6. This Court has personal jurisdiction over Sun Products USA because Sun Products USA has purposefully availed itself of the privilege of conducting business in this District and has committed acts of infringement in this District.

7. Venue is proper in this District under 28 U.S.C. §§1391(c) and 1400(b).

FACTS COMMON TO ALL COUNTS

8. On March 28, 2000, the United States Patent and Trademark Office issued United States Patent No. 6,042,487 to Schrimmer (the “Schrimmer ‘487” patent), entitled “Illuminated Golf Ball.” A copy of the Schrimmer ‘487 patent is attached as Exhibit A.

9. The Schrimmer ‘487 patent has been recognized as valid and enforceable by industry members including Gill and his prior companies, Sun Products, Inc. and Twilight Tracer, Inc.

10. In 2003 Chemical Light sued Sun Products Inc. in this District in an action entitled *Chemical Light, Inc. v. Sun Products, Inc., et al.*, Case No. 03-C-1279. In that action, Chemical Light alleged that Sun Products, Inc. infringed the Schrimmer ‘487 patent by manufacturing, or having manufactured, and selling an illuminated golf ball with the name “Twilight Tracer.”

11. Sun Products, through Gill, agreed to a settlement of that action and Gill’s companies, Sun Products, Inc. and Twilight Tracer, Inc., became a distributor, under license from Chemical Light, of illuminated golf balls that are the subject of the Schrimmer ‘487 patent, such as the Twilight Tracer ball.

12. In the Settlement Agreement and accompanying Agreement, Gill recognized that the Twilight Tracer ball is within the scope of the Schrimmer '487 patent.

13. Sun Products, Inc. and Twilight Tracer, Inc. have both been administratively dissolved by the Secretary of State of Minnesota.

14. At some point in time, currently unknown to Plaintiff, Sun Products USA, at the behest of Gill, began to offer for sale and sell the Twilight Tracer ball. Defendants did so without authorization from Plaintiff but with full and specific knowledge that the Twilight Tracer ball falls within the scope of the Schrimmer '487 patent.

Willful Infringement of U.S. Patent No. 6,042,487
by Sun Products USA

15. Plaintiff incorporates by reference the allegations in paragraphs 1 - 13 above as if fully set forth at length.

16. Chemical Light is the sole owner of the entire right, title and interest in the Schrimmer '487 patent, including the right to sue for infringement.

17. Chemical Light has given notice of its rights under the Schrimmer '487 patent pursuant to 35 U.S.C. §287.

18. Sun Products USA has infringed and continues to infringe the Schrimmer '487 patent in violation of 35 U.S.C. §271 by making, using, offering to sell, selling and/or importing into the United States products that infringe one or more of the claims of the Schrimmer '487 patent, including, without limitation, the illuminated golf ball advertised and sold under the name "Twilight Tracer." Upon information and belief, Sun Products USA's infringement will continue unless and until enjoined by this Court.

19. Sun Products USA has acted and continues to act despite not only an objectively high likelihood that its actions constitute infringement, but actual, admitted knowledge that its

sales of the Twilight Tracer infringe a valid patent. Accordingly, Sun Products USA has infringed willfully or with reckless disregard for Chemical Light's rights.

20. Chemical Light has suffered and will continue to suffer damages as a result of the unlawful infringement of the Schrimmer '487 patent by Sun Products USA, and Chemical Light is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

21. Sun Products USA's acts of infringement have caused and will continue to cause irreparable harm to Chemical Light unless and until enjoined by this Court.

COUNT II

Infringement of U.S. Patent No. 6,042,487 by Gill

22. Plaintiff incorporates by reference the allegations in paragraphs 1 – 20 above as if fully set forth at length.

23. Using his direct control over the commercial activities of Sun Products USA, Gill has directly and/or indirectly infringed the Schrimmer '487 patent and continues to directly and/or indirectly infringe the Schrimmer '487 patent in violation of 35 U.S.C. §271 by making, using, offering to sell, selling and/or importing into the United States products that infringe one or more of the claims of the Schrimmer '487 patent, including, without limitation, the illuminated golf ball advertised and sold under the name "Twilight Tracer."

24. Gill actively, knowingly, and deliberately induced Sun Products USA's infringement of the Schrimmer '487 patent. Gill acted with the specific intent to encourage, aid and abet the infringement by Sun Products USA.

25. As a result of Gill's infringing activities, Chemical Light has been and will be damaged. Chemical Light is entitled to recover from Gill damages adequate to compensate it for the infringement, but in no event less than a reasonable royalty.

26. Gill has acted and continues to act despite not only a high likelihood that his actions constitute infringement of a valid patent, but actual admitted knowledge that sales of the Twilight Tracer infringe the Schrimmer '487 patent. Accordingly, Gill has infringed willfully or with reckless disregard for Chemical Light's rights.

27. Gill's acts of infringement have caused and will continue to cause irreparable harm to Chemical Light unless and until enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Chemical Light respectfully requests that this Court enter judgment in its favor and against Defendants Sun Products USA, LLC and John M. Gill, granting the following relief:

A. A judgment declaring that Sun Products USA, LLC and John M. Gill have committed direct and induced infringement of the Schrimmer '487 patent;

B. An order enjoining Sun Products USA, LLC, John M. Gill and all other officers, directors, agents, employees, parents, subsidiaries and affiliates of Sun Products USA, LLC and all those acting in concert with any of them from infringing, inducing infringement, or contributing to the infringement of the Schrimmer '487 patent;

C. An award of damages as permitted under 35 U.S.C §284 sufficient to compensate Chemical Light for Defendants' past infringement and any future infringement, including both compensatory and treble damages for willful infringement, together with prejudgment interest from the date the infringement began;

D. A finding that this case is exceptional within the meaning of 35 U.S.C. §285 and an award to Chemical Light of reasonable attorneys' fees, expenses, and costs;

E. Such other and further relief as this Court may deem just or proper.

JURY DEMAND

Chemical Light hereby demands a trial by jury on all issues so triable.

Dated: September 9, 2011

Respectfully submitted,

CHEMICAL LIGHT, INC.

By: /s/ Michael P. Padden
One of Its Attorneys

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CERTIFICATE OF SERVICE

Under penalty of perjury as provided by law, the undersigned does hereby certify that he served Plaintiff's **Amended Complaint for Patent Infringement** upon the parties shown below by mailing a copy to the addresses listed above and depositing the same in the U.S. Mail at 2 N. LaSalle St., before 5:00 p.m. on September 9, 2011 with proper postage prepaid, to Defendants' last known addresses as follows:

Sun Products USA, LLC
c/o Registered Agent, CSC Lawyers
Incorporating Service Co.
8040 Excelsior Drive, Suite 400
Madison, WI 53717

John M. Gill
2721 Westridge Circle
Hopkins, MN 55305

/s/ Michael P. Padden

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