

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

SUN PRODUCTS USA, LLC,	)	
	)	
Plaintiff,	)	Civil Action No.
	)	
v.	)	COMPLAINT FOR
	)	DECLARATORY JUDGMENT
CHEMICAL LIGHT, INC.	)	
	)	JURY TRIAL REQUESTED
Defendant.	)	

Plaintiff, Sun Products, USA, LLC (“Sun Products”), for its Complaint against defendant Chemical Light, Inc. (“Chemical Light”) states and alleges as follows:

**PARTIES**

1. Sun Products is a Wisconsin Limited Liability Company having its principal place of business at 15105 Minnetonka Industrial Road, Suite 105, Minnetonka, Minnesota 55345.

2. Upon information and belief, Defendant Chemical Light is an Illinois corporation having principal place of business at 300 Lakeview Parkway, Vernon Hills, Illinois 60061. Chemical Light is the owner of U.S. Patent No. 6,042,487 (the “’487 Patent”), entitled “Illuminated Golf Ball” which issued on March 28, 2000. A true and correct copy of the ‘487 Patent is attached hereto as Exhibit A.

**JURISDICTION AND VENUE**

3. This is an action pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, to declare the rights of Sun Products relative to the ‘487 Patent.

4. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a), in that this action involves substantial claims arising under the United States Patent Act, 35 U.S.C. §§ 1 *et seq.*

5. This Court has personal jurisdiction over Chemical Light pursuant to 28 U.S.C. 1391, because Chemical Light conducts business in this District.

6. Venue lies in this Court pursuant to 28 U.S.C. § 1391.

### **PRELIMINARY ALLEGATIONS**

7. The present action involves an actual dispute between Sun Products and Chemical Light over Sun Products' right to practice technology that is the subject of the claims of the '487 Patent.

8. Sun Products sells a proprietary golf ball design under the trademark "Twilight Supernova," which contains a bright LED light that illuminates for limited time upon impact and retains a continuous glow after the LED light has turned off. Sun Products advertises and sells its Twilight Supernova™ golf ball for low light conditions, such as twilight golf, night golf, driving ranges, miniature golf, etc.

9. Recently, Sun Products received a voice mail message from Michael Schrimmer of Chemical Light indicating that Chemical Light had seen an advertisement of Sun Products Twilight Supernova product and that it was believed to violate Chemical Light's '487 Patent. Mr. Schrimmer's voice mail message further indicated that Chemical Light intended to protect vigorously its '487 Patent rights.

10. Chemical Light's assertion that the '487 Patent precludes Sun Products from selling its Twilight Supernova golf ball has created an actual controversy over Sun Products rights to sell its Twilight Supernova product.

**COUNT I**  
**FOR DECLARATORY JUDGMENT OF INVALIDITY AND NONINFRINGEMENT OF**  
**THE '487 PATENT**

11. The allegations of paragraphs 1-10 are incorporated by reference as if full set forth herein.

12. More than a year prior to the filing date of the '487 patent, sporting good products incorporating a force-activated LED light system, specifically hockey pucks and balls, were made and sold to the public.

12. Each of the claims of the '487 Patent is invalid for failure to satisfy the provisions of 35 U.S.C. §§ 102, 103, 112, ¶¶ 1 and 2.

13. Sun Products has not infringed the '487 Patent.

**REQUEST FOR JURY TRIAL**

14. Sun Products requests a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Sun Products prays that:

- A. The Court declare invalid each of the claims of the '487 Patent;
- B. The Court declare that the '487 Patent is not infringed;
- C. The Court issue an injunction against Chemical Light and anyone acting in privity or concert with Roberts from charging infringement or instituting any legal action for infringement of the '487 Patent against Sun Products or anyone acting in privity with Sun Products, including the successors, assigns, agents, suppliers, manufacturers, contractors and customers of Sun Products;
- D. Sun Products be awarded its costs in this action;

E. Sun Products be awarded attorneys' fees in this action pursuant to 35 U.S.C. § 285; and

F. Sun Products be awarded such other relief as the Court deems just and equitable.

DICKE, BILLIG & CZAJA, PLLC

Dated: July 27, 2011

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