

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

|   |   |                                   |
|---|---|-----------------------------------|
| <b>CHEMICAL LIGHT, INC.,</b>                                      | ) |                                   |
|   | ) |                                   |
| <b>Plaintiff,</b>   | ) | <b>Case No. 12-cv-03857</b>       |
|   | ) |                                   |
| vs.   | ) |                                   |
|   | ) |                                   |
| <b>PREMIER GLOW, JEREMY M.<br/>THOMPSON, JESSICA A. THOMPSON,</b> | ) | <b><u>Jury Trial Demanded</u></b> |
|   | ) |                                   |
| <b>Defendants.</b>  | ) |                                   |

**AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Chemical Light, Inc. (“Chemical Light”), through its attorneys, complains of Defendants Premier Glow (“Premier Glow”), Jeremy M. Thompson (“Mr. Thompson”), and Jessica A. Thompson (“Mrs. Thomson”) 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 is an Illinois corporation with its principal place of business in Vernon Hills, Illinois.

3. On information and belief, Defendant Premier Glow is a general partnership organized and existing under the laws of Tennessee, with its principal place of business in Collierville, Tennessee.

4. On information and belief, Defendants Mr. and Mrs. Thompson are both residents of the state of Tennessee, with a primary residence at 10510 Fireweek Lane, Collierville, TN 38017.

**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 the defendants because they have purposefully availed themselves of the privilege of conducting business in this District and have committed acts of infringement in this District including, among other things, offering the products accused of infringement for sale and reaching out to residents of Illinois by and through their [www.premierglow.com](http://www.premierglow.com) website.

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. After a reexamination, the United States Patent and Trademark Office issued Ex Parte Reexamination Certificate (10299th), United States Patent No. 6,042,487 C1 (the “Schrimmer ’487” patent), entitled “Illuminated Golf Ball.” A copy of the Schrimmer ’487 patent is attached as Exhibit A. 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.

9. At some point in time, currently unknown to Plaintiff, Premier Glow began to offer for sale and sell an LED illuminatable golf ball with the name “Twilight Tracer” (the “Twilight Tracer Golf Ball”) manufactured, or having manufactured, and sold by Sun Products, Inc. Premier Glow did so without authorization from Plaintiff, but with full and specific knowledge that the Twilight Tracer Golf Ball falls within the scope of the Schrimmer ’487 patent.

10. At some point in time, currently unknown to Plaintiff, Premier Glow began to offer for sale and sell an LED illuminatable golf ball with the name “Twilight Supernova” (the “Twilight Supernova Golf Ball”) manufactured, or having manufactured, and sold by Sun Products USA LLC. Premier Glow did so without authorization from Plaintiff, but with full and specific knowledge that the Twilight Supernova Golf Ball falls within the scope of the Schrimmer ‘487 patent.

11. At some point in time, currently unknown to Plaintiff, Premier Glow began to offer for sale and sell an LED golf ball (the “Night Sports Light-Up LED Golf Ball”) made and sold by Night Sports USA LLC (“Night Sports”). Premier Glow did so without authorization from Plaintiff, but with full and specific knowledge that the Night Sports Light-Up LED Golf Ball falls within the scope of the Schrimmer ‘487 patent.

### **COUNT I**

#### **WILLFUL INFRINGEMENT OF U.S. PATENT NO. 6,042,487 BY PREMIER GLOW**

12. Plaintiff incorporates by reference the allegations in paragraphs 1 - 11 above as if fully set forth at length.

13. 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.

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

15. Premier Glow has infringed and continues to infringe the Schrimmer ‘487 patent 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 products advertised and sold as the Twilight Tracer Golf Ball, the Twilight Supernova Golf

Ball, and the Night Sports Light-Up LED Golf Ball. An example claim chart demonstrating the Night Sports Light-Up LED Golf Ball as compared to claim 1 is attached as Exhibit B. Upon information and belief, Premier Glow's infringement will continue unless and until enjoined by this Court.

16. On information and belief, Premier Glow has acted and continues to act despite an objectively high likelihood that its actions constitute infringement of a valid patent and Premier Glow knew or should have known of that objectively high risk. Accordingly, Premier Glow has infringed willfully or with reckless disregard for Chemical Light's rights.

17. Chemical Light has suffered and will continue to suffer damages as a result of the unlawful infringement of the Schrimmer '487 patent by Premier Glow, and Chemical Light is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty and/or the profits lost by Chemical Light due to Premier Glow's infringement.

18. Premier Glow'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**

### **WILLFUL INFRINGEMENT OF U.S. PATENT NO. 6,042,487** **BY JEREMY THOMPSON AND JESSICA THOMPSON**

19. Plaintiff incorporates by reference the allegations in paragraphs 1 – 18 above as if fully set forth at length.

20. Using their direct control over the commercial activities of Premier Glow, Mr. and Mrs. Thompson have directly and/or indirectly infringed the Schrimmer '487 patent and continue 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 balls advertised and sold under the names Twilight Tracer Golf Ball, Twilight Supernova Golf Ball, and Night Sports Light-Up LED Golf Ball.

21. Mr. and Mrs. Thompson actively, knowingly, and deliberately induced Premier Glow's infringement of the Schrimmer '487 patent. Mr. and Mrs. Thompson acted with the specific intent to encourage, aid and abet the direct infringement by Premier Glow, including by using their direct control over the commercial activities of Premier Glow with respect to the illuminated golf balls advertised and sold under the names Twilight Tracer Golf Ball, Twilight Supernova Golf Ball, and Night Sports Light-Up LED Golf Ball.

22. As a result of Mr. and Mrs. Thompson's infringing activities, Chemical Light has been and will be damaged. Chemical Light is entitled to recover from Mr. and Mrs. Thompson damages adequate to compensate it for the infringement, but in no event less than a reasonable royalty and/or the profits lost by Chemical Light due to Mr. and Mrs. Thompson's infringement.

23. Mr. and Mrs. Thompson have acted and continue to act despite not only a high likelihood that their actions constitute infringement of a valid patent, but actual knowledge that sales of the Twilight Tracer Golf Ball, the Twilight Supernova Golf Ball, and the Night Sports Light-Up LED Golf Ball infringe the Schrimmer '487 patent. Accordingly, Mr. and Mrs. Thompson have infringed willfully or with reckless disregard for Chemical Light's rights.

24. Mr. and Mrs. Thompson's acts of infringement have caused and will continue to cause irreparable harm to Chemical Light unless and until enjoined by this Court.

**COUNT III**

**INDUCEMENT OF INFRINGEMENT OF U.S. PATENT NO. 6,042,487  
BY PREMIER GLOW, JEREMY THOMPSON AND JESSICA THOMPSON**

25. Plaintiff incorporates by reference the allegations in paragraphs 1 – 24 above as if fully set forth at length.

26. Premier Glow has continued to demonstrate and encourage use of the Twilight Tracer Golf Ball, the Twilight Supernova Golf Ball, and the Night Sports Light-Up LED Golf Ball by its customers through instructions it provides on its website directing its customers in setting up night golf tournaments.

27. Premier Glow also provides information and a demonstration video entitled “Best Lighted Golf Ball On The Market, Enhancing Game Of GOLF - LED Golf Ball” on its website [www.premierglow.com](http://www.premierglow.com)

28. Premier Glow further provides information and photographs regarding at least the Night Sports Light-Up LED Golf Ball on the Premier Glow Facebook page

29. Premier Glow also provided a booth showcasing the Night Sports Light-Up LED Golf Ball at the annual PGA Merchandise Show in Orlando, Florida, and the Las Vegas ASD Show.

30. Despite having actual knowledge from Chemical Light of the accusations of ongoing infringement at least as of November 12, 2014, Premier Glow, Mr. Thompson and Mrs. Thompson have not taken any steps to remove such instructions, photographs or demonstration videos, nor did they refrain from setting up the booth showcasing the Night Sports Light-Up LED Golf Ball at the PGA Merchandise Show or the Las Vegas ASD Show.

31. Premier Glow, Mr. Thompson and Mrs. Thompson’s ongoing instructions and encouragement of the use by their customers of the Twilight Tracer Golf Ball, the Twilight

Supernova Golf Ball, and the Night Sports Light-Up LED Golf Ball are being done with the knowledge that the induced acts constitute patent infringement. Thus, such activities constitute inducement of infringement pursuant to 35 U.S.C. §271(b). The direct infringers for the purposes of Premium Glow, Mr. Thompson and Mrs. Thompson's inducement of infringement include, at least, customers and end users of the Twilight Tracer Golf Balls, the Twilight Supernova Golf Balls, and the Night Sports Light-Up LED Golf Balls. Premium Glow, Mr. Thompson and Mrs. Thompson's infringement will continue unless and until enjoined by this Court.

32. Premium Glow, Mr. Thompson and Mrs. Thompson have acted and continue to act despite not only an objectively high likelihood that their actions constitute induced infringement, but actual knowledge that their acts infringe a valid patent. Accordingly, Premium Glow, Mr. Thompson and Mrs. Thompson have infringed willfully or with reckless disregard for Chemical Lights' rights.

33. Chemical Light has suffered and will continue to suffer damages as a result of the unlawful induced infringement of the Schrimmer '487 patent by Premium Glow, Mr. Thompson and Mrs. Thompson, and Chemical Light is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty and/or the profits lost by Chemical Light as a result of Premium Glow, Mr. Thompson and Mrs. Thompson's induced infringement.

34. Premium Glow, Mr. Thompson and Mrs. Thompson's acts of induced infringement have caused and will continue to cause irreparable harm to Chemical Light unless and until enjoined by this Court.

**PRAYER FOR RELIEF**

A. WHEREFORE, Chemical Light respectfully requests that this Court enter judgment in its favor and against Defendants Premium Glow, Jeremy M. Thompson and Jessica

A. Thompson granting the following relief:

B. A judgment declaring that Premium Glow, Jeremy M. Thompson, and Jessica A. Thompson have committed direct and induced infringement of the Schrimmer '487 patent;

C. An order enjoining Premium Glow, Jeremy M. Thompson, and Jessica A. Thompson and all other officers, directors, agents, employees, parents, subsidiaries and affiliates of Premier Glow and all those acting in concert with any of them from infringing, inducing infringement, or contributing to the infringement of the Schrimmer '487 patent;

D. An award of damages as permitted under 35 U.S.C §284 sufficient to compensate Chemical Light for Premium Glow, Jeremy M. Thompson, and Jessica A. Thompson's 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;

E. 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;

F. 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: March 26, 2015

Respectfully submitted,

**CHEMICAL LIGHT, INC.**

By: /s/ Arthur A. Gasey  
One of Its Attorneys

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 26, 2015, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the individuals listed:

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