

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

**FILED**  
MAR 26 2003  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

THE CHAMBERLAIN GROUP, INC.  
  
Plaintiff and Counterdefendant,  
  
v.  
  
SKYLINK TECHNOLOGIES, INC.,  
  
Defendant and Counterplaintiff.

) Civil Action No. 00 CV 6454  
)  
) The Honorable Rebecca R. Pallmeyer  
)  
) Magistrate Judge Edward A. Bobrick  
)  
)  
)  
)

02 C 6376

NOTICE OF FILING

To: Charles A. Laff, Esq., Michael A. Stiegel, Esq., Brian Lum, Esq., MICHAEL, BEST & FRIEDRICH, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611

David Nimmer, Esq., Andra Barmash Greene, Esq., Peter T. Christensen, Esq., IRELL & MANELLA LLP, 840 Newport Center Drive, Suite 400, Newport Beach, California 92660.

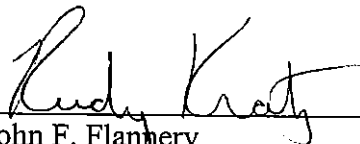
PLEASE TAKE NOTICE that on March 26, 2003, we will file with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, the attached SECOND AMENDED COMPLAINT, a copy of which is herewith served upon you.

**DOCKETED**

MAR 27 2003

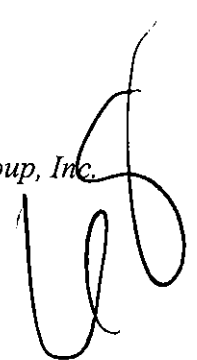
Respectfully submitted,

Date: March 26, 2003

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

FILED  
MAR 26 2003  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

THE CHAMBERLAIN GROUP, INC.,  
a Connecticut corporation,

Plaintiff,

v.

SKYLINK TECHNOLOGIES, INC.,  
a foreign corporation,

Defendant.

)  
) Civil Action No. 02 C 6376  
)

) The Honorable Rebecca R. Pallmeyer  
)  
)

) JURY TRIAL DEMANDED  
)  
)

DOCKETED  
MAR 27 2003

SECOND AMENDED COMPLAINT

Plaintiff, The Chamberlain Group, Inc. ("Chamberlain"), complains against Defendant, Skylink Technologies, Inc. ("Skylink"), as follows:

1. Chamberlain is a corporation incorporated under the laws of the State of Connecticut, with its principal place of business in Elmhurst, Illinois.
2. Skylink is a foreign corporation. It has a principal place of business at 2213 Dunwin Drive, Mississauga, Ontario, Canada L5L 1X1.
3. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. §§ 271 *et seq.*, for copyright infringement arising under the Copyright Act, 17 U.S.C. § 1201, and for false description under 15 U.S.C. § 1125. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1338(a), 1338(b), and 15 U.S.C. § 1121. Also, the matter in controversy exceeds, exclusive of interests and costs, the sum specified by 28 U.S.C. § 1332.

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4. This Court has personal jurisdiction over Skylink. Venue in this judicial district is proper under 28 U.S.C. § 1391.

**COUNT I**  
**INFRINGEMENT OF PATENT NO. RE. 35,364**

5. On June 7, 1988, U.S. Patent No. 4,750,118 (“the ‘118 Patent”) entitled “Coding System for Multiple Transmitters and a Single Receiver for a Garage Door Opener” was duly and legally issued to Chamberlain Manufacturing Company, on an application filed by Carl Heitschel, Colin Willmott and Wayne Schindler. On October 29, 1996, the ‘118 Patent was duly and legally reissued as Reissue Patent No. Re. 35,364 (“the ‘364 Patent”).

6. Chamberlain is the owner of all right, title and interest in the ‘364 Patent.

7. Skylink has been, and is, willfully infringing the ‘364 Patent: by making, using, offering to sell, and/or selling learning receivers and user non-changeable code transmitters for use in such receivers, including Model 838 rolling code systems, Model SC[ ] security systems, Models ED and AD emergency dialer systems, Model 39 transmitters, Model 89 keypads, and monitoring station systems within the United States and within this District; by inducing others to infringe the ‘364 Patent; and/or by contributing to the infringement by others of the ‘364 Patent. Unless enjoined by the Court, Skylink will continue to infringe, induce the infringement of, and/or contributorily infringe the ‘364 Patent.

8. The required statutory notice has been placed on products manufactured and sold under the ‘118 Patent and the ‘364 Patent.

**COUNT II**  
**INFRINGEMENT OF PATENT NO. RE. 36,703**

9. On May 16, 2000, the '118 Patent was duly and legally reissued to Chamberlain as Reissue Patent No. Re. 36,703 ("the '703 Patent").

10. Chamberlain is the owner of all right, title and interest in the '703 Patent.

11. Skylink has been and is willfully infringing the '703 Patent: by making, using, offering to sell, and/or selling learning receivers and user non-changeable code transmitters for use in such receivers, including Model 838 rolling code systems, Model SC[ ] security systems, Models ED and AD emergency dialer systems, Model 39 transmitters, Model 89 keypads, and monitoring station systems within the United States and within this District; by inducing others to infringe the '703 Patent; and by contributing to the infringement by others of the '703 Patent. Unless enjoined by the Court, Skylink will continue to infringe, induce the infringement of, and contributorily infringe the '703 Patent.

12. The required statutory notice has been placed on products manufactured and sold under the '703 Patent.

**COUNT III**  
**COPYRIGHT INFRINGEMENT**

13. In 1994, Chamberlain created and wrote a computer software program entitled "Code Guard Rolling Code" (the "original work").

14. This original work contains a large amount of material, wholly original with Chamberlain and is copyrightable subject matter under the laws of the United States.

15. On July 26, 2002, Chamberlain complied in all respects with the Copyright Act of 1976, 17 U.S.C. §101 *et seq.*, and all other laws governing copyrights, and secured the exclusive

rights and privileges in and to the original work, and received from the Register of Copyrights a Certificate of Registration dated and identified as follows: "July 26, 2002, No. TX-5-533-065."

16. In early 1996, Chamberlain created and wrote a modification of the original work (the "derivative work").

17. On August 1, 2002, Chamberlain complied in all respects with the Copyright Act and all other laws governing copyrights, and secured the exclusive rights and privileges in and to the derivative work and received from the Register of Copyrights a Certificate of Registration dated and identified as follows: "August 1, 2002, No. TX-5-549-995."

18. Since the original work and the derivative work were developed, Chamberlain has placed a copyright notice on all copies of the original work and the derivative work that it has produced. Any copies of the original work and the derivative work published by Chamberlain have been published in strict conformance with the provisions of the Copyright Act of 1976, 17 U.S.C. §101 *et seq.*, and all other laws governing copyrights.

19. The original work and the derivative work contain a technological measure that effectively controls access to the original work and the derivative work.

20. Since the creation of the original work and the derivative work, Chamberlain has been and still is the sole owner of all rights, title and interest in and to the respective copyrights in the original work and the derivative work.

21. After August 1, 2002, Skylink has made, imported, offered to the public, provided and otherwise trafficked in a Model 39 universal transmitter and a Model 89 keypad that (a) are designed or produced for the purpose of circumventing the technological measure; (b) have no commercially significant purpose or use other than to circumvent the technological measure; and (c)

are marketed by Skylink for use in circumventing the technological measure, in violation of 17 U.S.C. § 1201(a).

22. Chamberlain has notified Skylink that Skylink is violating section 1201, and Skylink has continued its violation.

**COUNT IV**  
**FALSE DESCRIPTION**

23. Chamberlain is, and at all relevant times has been, in the business of manufacturing and selling high quality garage door openers, including rolling code receivers and rolling code transmitters, under the trademark SECURITY+™. Such garage door openers are sold under the brand names Chamberlain, Lift-Master, and Sears Craftsman.

24. Chamberlain has expended substantial monies in advertising and promoting the garage security feature provided by SECURITY+™ garage door openers. The security feature is the homeowner's defense against burglars equipped with hi-tech "code grabber" devices. In this connection, each time the homeowner activates the Chamberlain rolling code transmitter, it automatically rolls the opener code over to one of over 100 billion new codes, never to be repeated. Thus, the stolen code is rendered useless.

25. Skylink is in the business of importing and selling Model 39 universal transmitters and Model 89 keypads for use with Chamberlain's rolling code receivers. The Model 39 universal transmitter and Model 89 keypad are sold in competition with Chamberlain's rolling code transmitters, universal transmitters, and keypads.

26. Skylink states in its advertisements on the package of each of its Model 39 universal transmitters and Model 89 keypads sold in the United States that such a transmitter is "Compatible

with the latest Rolling Code Technology: Chamberlain, Liftmaster, Sears, Security+ . . . .” Skylink also states in its advertisements that the Model 39 universal transmitters and Model 89 keypads are compatible with Chamberlain’s 1983-2002 garage door openers. (Copies of the advertisements are attached.)

27. These descriptions or representations are false or misleading because the Model 39 universal transmitter and the Model 89 keypad are not compatible with Chamberlain’s Rolling Code Technology and are not compatible with the Chamberlain garage door openers that use Rolling Code Technology. The opener code transmitted by the Model 39 universal transmitter and by the Model 89 keypad is not a rolling code which is different for each transmission, but is the same opener code for each transmission. This allows the burglar who steals the homeowner’s opener code to easily defeat the security of Chamberlain’s garage door opener, which the homeowner was depending upon.

28. Such sales by Skylink of its Model 39 universal transmitter and its Model 89 keypad on packaging containing such false or misleading description of fact will damage the reputation of Chamberlain’s garage door openers and will result in the loss of sales and profits.

29. All the foregoing acts of Skylink have caused and, unless restrained by this Court will continue to cause, serious and irreparable injury, including, but not limited to, loss of competitive advantage, loss of business reputation and goodwill, loss of sales and profits, and other losses, for which Chamberlain has no adequate remedy at law.

30. The aforesaid wrongful acts of Skylink constitute willful violation of the Lanham Act, 15 U.S.C. § 1125.

**COUNT V**  
**UNFAIR COMPETITION**

31. Chamberlain realleges and incorporates herein by reference paragraphs 23 through 30 above.

32. The aforesaid wrongful acts of Skylink constitute willful unfair competition under Illinois law.

**COUNT VI**  
**CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT**

33. Chamberlain realleges and incorporates herein by reference paragraphs 23 through 30 above.

34. The aforesaid wrongful acts of Skylink constitute willful violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2.

**COUNT VII**  
**UNIFORM DECEPTIVE TRADE PRACTICES ACT**

35. Chamberlain realleges and incorporates herein by reference paragraph 23 through 30 above.

36. The aforesaid wrongful acts of Skylink constitute willful violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/2.

**COUNT VIII**  
**INFRINGEMENT OF PATENT NO. RE. 37,986**

37. On February 11, 2003, the '118 Patent was duly and legally reissued to Chamberlain as Reissue Patent No. Re. 37,986 ("the '986 Patent").

38. Chamberlain is the owner of all right, title and interest in the '986 Patent.



39. Skylink has been and is willfully infringing the '986 Patent: by making, using, offering to sell, and/or selling learning receivers and user non-changeable code transmitters for use in such receivers, including Model 838 rolling code systems, Model SC[ ] security systems, Models ED and AD emergency dialer systems, Model 39 transmitters, Model 89 keypads, and monitoring station systems within the United States and within this District; by inducing others to infringe the '986 Patent; and by contributing to the infringement by others of the '986 Patent. Unless enjoined by the Court, Skylink will continue to infringe, induce the infringement of, and contributorily infringe the '986 Patent.

**PRAYER FOR RELIEF**

WHEREFORE, Chamberlain prays for:

1. Judgment that the '364, '703, and '986 Patents are valid, enforceable and infringed by Skylink;
2. A preliminary and permanent injunction enjoining Skylink, its officers, agents, employees and those persons acting in active concert or participation with Skylink from infringing, inducing infringement of, or contributorily infringing the '364, '703, and '986 Patents;
3. An award of damages arising out of Skylink's infringement, inducing infringement or contributory infringement of the '364, '703, and '986 Patents, together with interest;
4. A preliminary and permanent injunction enjoining Skylink, its officers, agents, servants, employees and those persons acting in active concert or participation with Skylink from violating Section 1201 by selling its Model 39 transmitter and its Model 89 keypad;
5. An order impounding all Model 39 transmitters and all Model 89 keypads in the custody or control of Skylink that are involved in the violation by Skylink of Section 1201;

6. Judgment awarding damages to Chamberlain, including statutory damages and/or such damages as Chamberlain has sustained as a result of the violation by Skylink of Section 1201;

7. Judgment awarding to Chamberlain all profits of Skylink that are attributable to the violation by Skylink of Section 1201;

8. Skylink be required to deliver up to be impounded during the pendency of this action all Model 39 transmitters and all Model 89 keypads in Skylink's custody or control that the Court has reasonable cause to believe was involved in violation of Section 1201, and to deliver up for destruction all Model 39 transmitters and all Model 89 keypads;

9. An order for the destruction of any Model 39 universal transmitter and any Model 89 keypad involved in the violation of section 1201 in Skylink's custody or control, or that have been impounded under paragraph 5;

10. A preliminary and permanent injunction ordering that Skylink, its officers, agents, servants and employees, and all those persons in active concert or participation with them, shall not use, directly or indirectly, any advertisement stating that the Model 39 universal transmitter or the Model 89 keypad is compatible, in words or effect, with the Chamberlain rolling code receivers;

11. A preliminary and permanent injunction ordering that Skylink place on all packages of its Model 39 universal transmitter and its Model 89 keypad a warning that, if used with Chamberlain rolling code receivers, the transmitter will defeat the security features of such receivers.

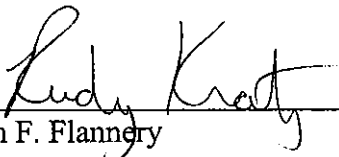
12. An order that all advertisements and packages bearing the representation that is subject to the violation of 15 U.S.C. § 1125(a) in Skylink's custody or control be delivered up and destroyed;

13. An award of Skylink's profits and damages sustained by Chamberlain as a result of Skylink's violation of 15 U.S.C. § 1125(a) and violation of Illinois law.
14. Judgment that the damages so adjudged be trebled;
15. Judgment that Chamberlain be awarded its attorney's fees, costs and expenses incurred in this action; and
16. Such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

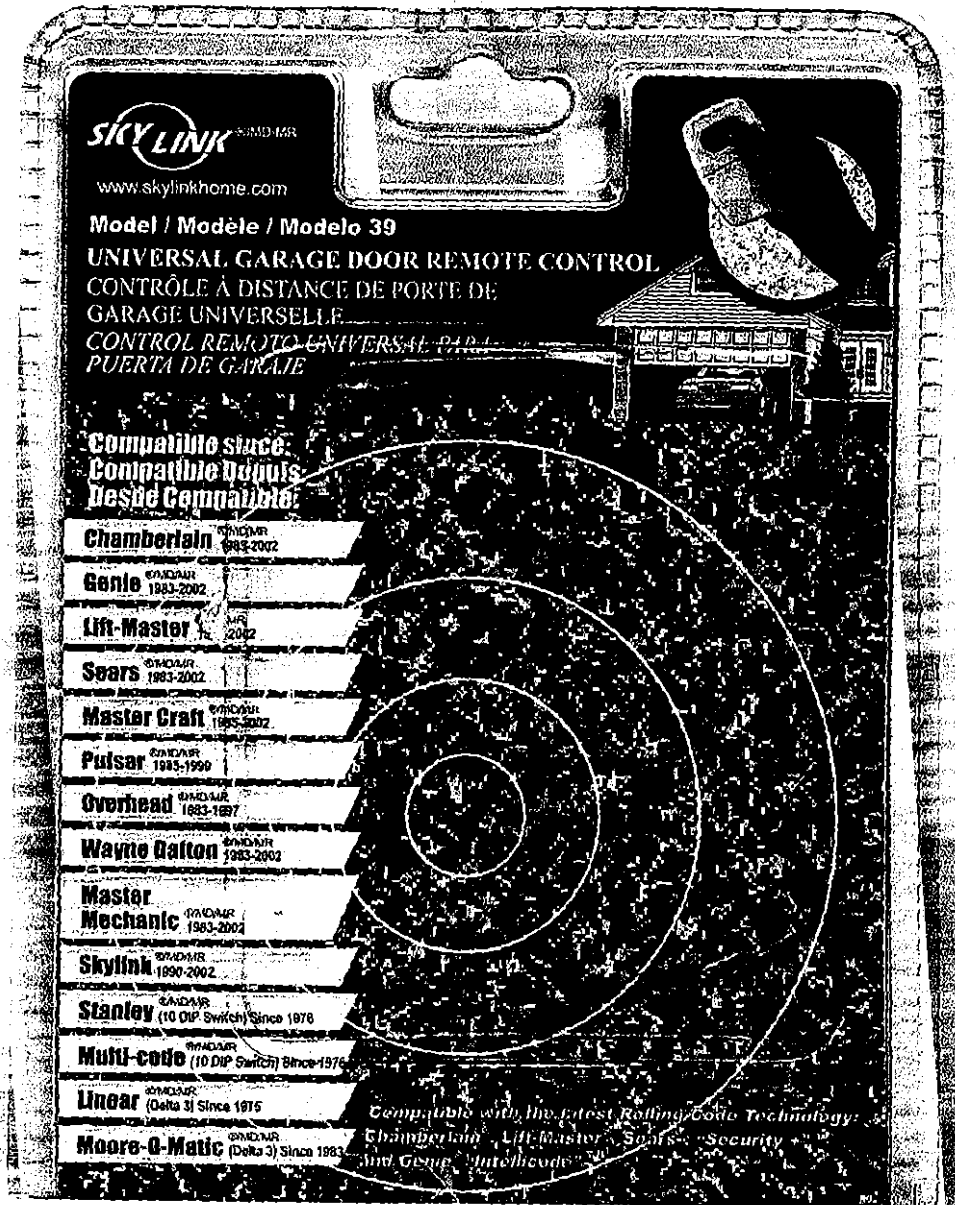
Chamberlain demands trial by jury of all issues triable of right by a jury.


Date: March 26, 2003

  
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www.skylinkhome.com

Model / Modèle / Modelo 89

**WIRELESS KEYLESS ENTRY SYSTEM**

**SYSTEME D'ENTREE SANS CLE SANS FIL**

**SISTEMA DE ENTRADA SIN LLAVE SIN CABLE**

**Compatible Since / Compatible Depuis / Desde Compatible:**

Chamberlain	1983-2002
Genie	1983-2002
Lift-Master	1983-2002
Sears	1983-2002
Mastercraft	1985-2002
Pulsar	1985-1997
Overhead	1997
Wayne Dalton	1983-2002
Master Mechanic	1983-2002
Skylin	1990-2002
Stanley	(10 DIP Switch) Since 1976
Multi-Point	(10 DIP Switch) Since 1976
Linear	(Delta 3) Since 1975
Moore-O'Neil	(Delta 3) Since 1973



Compatible with the latest Rolling Code Technology.  
Chamberlain, Lift-Master, Sears, Genie, Intellicode, and Genie.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing NOTICE OF FILING and SECOND AMENDED COMPLAINT were caused to be served as follows upon:

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Attorneys for Defendant, this 26<sup>th</sup> day of March, 2003.

  
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Attorney for Plaintiff, The Chamberlain Group, Inc.