

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

PEERLESS INDUSTRIES, INC.,)	
)	
Plaintiff,)	COMPLAINT
)	AND JURY DEMAND
vs.)	
)	Case No. 1:11-cv-1768
CRIMSON AV, LLC and)	
VLADIMIR GLEYZER)	Hon. Joan H. Lefkow
)	
Defendants.)	Magistrate Judge Susan E. Cox
)	

THIRD AMENDED COMPLAINT

Peerless Industries, Inc. (“Peerless”), by its attorneys, FOLEY & LARDNER LLP, for its Third Amended Complaint (“Complaint”) against Crimson AV, LLC (“Crimson AV”) and Vladimir Gleyzer (“Gleyzer” and collectively with Crimson AV, “Defendants”) alleges:

PARTIES, JURISDICTION AND VENUE

1. This is an action for patent and trade dress infringement arising out of Crimson AV’s manufacture and sale of television mounts, and for tortious interference with contract, unfair competition and deceptive trade practices, misappropriation of Peerless’s confidential and proprietary information and trade secrets, and civil conspiracy arising out of Defendants’ wrongful agreement with Peerless’s former supplier Sycamore Manufacturing Co. (“Sycamore”) to purchase products from Sycamore bearing features nearly identical to features implemented on products previously made by Sycamore exclusively for Peerless, all in breach of Peerless’s contractual rights.

2. Plaintiff Peerless is a company organized and existing under the laws of the state of Delaware, with its principal place of business at 2300 White Oak Circle, Aurora, Illinois 60502.

3. On information and belief, Crimson AV is a Limited Liability Company organized and existing under the laws of the state of Illinois, with its principal place of business in Schiller Park, Illinois.

4. Upon information and belief, Gleyzer is a resident of Highland Park, Illinois. Gleyzer was an executive with Peerless until June 26, 2008, when Peerless's Board of Directors terminated him for cause. Upon information and belief, Gleyzer currently serves as the Managing Director for Crimson AV.

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) for Peerless's claim of patent infringement, which arises under the patent laws of the United States, 35 U.S.C. § 271, *et. seq.*, and for Peerless's claim for trade dress infringement, which arises under the Lanham Act, 15 U.S.C. § 1051, *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1367 for the remaining claims as these claims against Crimson AV and Gleyzer are part of the same case or controversy as the claims of patent and trade dress infringement.

6. Venue is proper in this Court under 28 U.S.C. § 1400(b) and 28 U.S.C. § 1391(b) because Crimson AV and Gleyzer reside within this Judicial District and have committed certain of the acts alleged herein within this Judicial District. Crimson AV and Gleyzer are subject to personal jurisdiction in this state and within this Judicial District and, therefore, reside within this Judicial District for purposes of venue.

FACTUAL BACKGROUND

Peerless Wall and Tilt Mounts

7. Peerless is a leading manufacturer of audiovisual mounting equipment and protects its intellectual property rights through patents and contracts with its suppliers. Crimson AV competes with Peerless in the television mount industry.

8. Peerless markets and sells a line of articulating wall mounts (“Articulating Wall Mounts”) and pivot wall mounts (“Pivot Wall Mounts” and, collectively with the Articulating Wall Mounts, the “Wall Mounts”), including under the registered trademarks SmartMount, Paramount, Perfectmount, and others. Peerless further markets and sells a line of flat and tilt wall mounts (“Flat and Tilt Mounts”). The Wall Mounts and the Flat and Tilt Mounts are used to attach audiovisual equipment to residential and commercial properties.

9. Certain lines of the Wall Mounts feature a unique and distinctive product configuration and trade dress that is characterized, in part, by an oval-shaped indentation on their arms (“Oval-Shaped Dimple”). An image of a representative example of a Wall Mount bearing the Oval-Shaped Dimple is attached as Exhibit A.

10. Other lines of the Articulating Wall Mounts, marketed and sold under the trademark SmartMount, feature a unique and distinctive product configuration and trade dress that is characterized, in part, by curved articulating arms (“Curved Articulating Arms”). An image of a representative example of the Articulating Wall Mounts with the Curved Articulating Arms is attached as Exhibit B.

11. The Flat and Tilt Mounts have a unique and distinctive “look and feel” that is characterized, in part, by its overall architectural structure and the distinctive shape and pattern

of the mounting and tilt brackets ("Peerless Look and Feel"). An image of a representative example of a Flat and Tilt Mount is attached as Exhibit C.

12. The arrangement and combination of the Oval-Shaped Dimple, the Curved Articulating Arms and the Peerless Look and Feel on the Wall Mounts and the Flat and Tilt Mounts is distinctive, and recognized in the AV industry as identifying the source of the products. This Trade Dress represents the source of the products and accompanies the substantial goodwill that Peerless has accumulated as an industry leader in the audiovisual mounting equipment market.

13. Peerless has expended substantial sums in marketing and promoting its Wall Mounts and Flat and Tilt Mounts through internet and print advertising, most of which showcases the distinctive Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel, and through live presentations to customers, dealers, and at trade shows and industry conferences. As a result of Peerless's investment in its Trade Dress, and Peerless's success as a market leader, the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel have become well and favorably known to the purchasing public and widely recognized as indicating the source or origin of the Wall Mounts and Flat and Tilt Mounts as belonging to Peerless.

14. Peerless has marketed and promoted products bearing the Oval-Shaped Dimple, the Curved Articulating Arms and the Peerless Look and Feel. Its efforts have been a success. Sales of Peerless Wall Mounts and Flat and Tilt Mounts, implementing the respective products' Trade Dress, have grown substantially since their introduction. Since the implementation of the respective products' Trade Dress, Peerless's Wall Mounts and Tilt Mounts products have generated millions of dollars in revenue for Peerless.

Peerless's Contract With Sycamore

15. For many years Gleyzer served as a high-ranking executive at Peerless, including as Senior Vice President. As Senior Vice President, Gleyzer negotiated the terms of a supply agreement with Sycamore Manufacturing Co., Ltd. ("Sycamore") of China. Pursuant to that agreement ("Supply Agreement"), dated May 23, 2007, Sycamore agreed to manufacture and, Peerless agreed to purchase, certain audiovisual mounting equipment and installation accessories. A true and complete copy of the Supply Agreement is attached as Exhibit D.

16. In order to facilitate Sycamore's manufacture of Peerless-designed products, Peerless provided Sycamore with proprietary information, tooling and equipment ("Peerless Trade Secrets"). As Section 7 of the Supply Agreement set forth:

Buyer [Peerless] hereto has delivered or hereafter shall deliver to Supplier [Sycamore] such drawings, bills of material, blueprints, instruction sheets, plans, specifications, designs, models, prototypes, installation instructions, package designs and other similar information, documents and objects as Buyer may determine, in its reasonable judgment, will be necessary or useful for the manufacture of the Peerless Products and the preparation for and creation of such dies, jigs and other tooling as may be necessary to manufacture the Peerless Products. All of the foregoing, including such tooling purchased or created by Supplier, shall be and remain the exclusive property of Buyer, regardless of whether Supplier or Buyer pays for the acquisition or creation thereof.

17. Peerless took significant steps to keep the Peerless Trade Secrets confidential. Section 10 of the Supply Agreement provides that Sycamore will use any proprietary information or equipment provided by Peerless to Sycamore solely for the manufacture of Peerless Products, that Sycamore will not disclose this proprietary information or equipment to any third parties, and that Sycamore will restrict its employees' access to the proprietary information and equipment in order to ensure its confidentiality.

18. Peerless used reasonable measures to protect the secrecy of the Peerless Trade Secrets in its Illinois headquarters, including but not limited to: restricting access on a need-to-know basis; requiring security key cards for its employees; implementing password-protected computer and network platforms; enforcing confidentiality policies among its employees; and a wide array of additional security measures.

19. The parties agreed that upon the Supply Agreement's termination, Sycamore would immediately return all proprietary information and equipment provided by Peerless. Section 12 of the Supply Agreement states:

This Agreement shall take effect and the term of this Agreement shall commence on the date first above written, and such term shall continue and this Agreement shall remain in effect until either party notifies the other that it elects to terminate this Agreement. Upon termination or expiration of this Agreement, Supplier shall immediately cease use of Buyer's Proprietary Information and Equipment and shall, at the direction of Buyer, promptly return to Buyer, make available to Buyer or Buyer's agent, or dispose of, part or all Proprietary Information and Equipment.

20. The parties to the Supply Agreement further agreed that Sycamore would supply Peerless exclusively. In Section 2 of the Supply Agreement, titled "Buyer's Exclusivity," Sycamore agreed that it would not, at any time, manufacture or sell products designed by Peerless or normally sold by Peerless to anyone other than Peerless:

A "Peerless Product" is one which is designed by Peerless or which is normally sold by Peerless under any Peerless Trademark or one which Supplier sells or has sold to Buyer. Supplier shall not make any Peerless Products except those to be sold to Buyer hereunder, or sell or otherwise provide any Peerless Products to anyone other than Buyer, during the term of this Agreement or at any time thereafter.

21. In the same Section 2 of the Supply Agreement, Sycamore promised that during the term of the Supply Agreement, and for one year after its termination, it would not "sell or

otherwise provide” in North America any products similar to those designed by Peerless. Section 2 provides in pertinent part:

“Similar Products” means any mounts for any audiovisual equipment or monitors which, in Buyer’s reasonable judgment, has substantially the same appearance as or reflects or contains any part of the design of any Peerless Product. During the term of this Agreement and for one (1) year thereafter, Supplier shall not sell or otherwise provide any Similar Products to anyone other than Buyer in the “Territory” consisting of North America (including Mexico) and Hawaii, nor shall Supplier sell or otherwise provide any Similar Products to anyone anywhere in the world if Supplier has reason to know that such Similar Products are intended for use in the Territory or are reasonably likely to be used in the Territory, or previously have actually come into use in the Territory other than in insignificant quantities.

22. On or about January 25, 2010, Peerless notified Sycamore that it was making a strategic decision to manufacture its products elsewhere, and that it would soon terminate the Supply Agreement. At Sycamore’s request, Peerless postponed its termination of the Supply Agreement to allow Sycamore to sell remaining Peerless Products in its inventory to Peerless.

23. The Supply Agreement was terminated on March 29, 2010 when Peerless completed its final purchase from Sycamore.

24. Pursuant to the Supply Agreement, Sycamore was prohibited from selling or distributing any Peerless Products after the Supply Agreement’s termination, and was prohibited from selling or distributing any “Similar Products” within North America until March 29, 2011.

25. Following the termination of the Supply Agreement, Peerless requested that Sycamore return the Peerless Trade Secrets. Sycamore refused, and still retains some or all of the Peerless Trade Secrets to this day.

26. At the time the Supply Agreement was formed, Gleyzer was a Senior Vice President with Peerless. As part of his role as a senior Peerless executive, Gleyzer negotiated the

terms of the Supply Agreement with Sycamore. Gleyzer had personal knowledge of Peerless's Supply Agreement with Sycamore, including the exclusivity requirement set forth in Section 2 of the Supply Agreement. Indeed, the Supply Agreement provided that any notices required or permitted to be sent to Peerless under the Supply Agreement would be sent directly to Gleyzer.

Gleyzer And Crimson AV Sell AV Mounting Products

27. Crimson AV was formed on or around May 20, 2010. On information and belief, Gleyzer became Crimson AV's Managing Director due to the insider knowledge and contacts gained from his experience with Peerless.

28. On or about July 26, 2010, Sycamore began shipping audiovisual mounting equipment and installation accessories to Crimson AV in the United States. These products were "Similar Products" as the term was defined in the Supply Agreement. Crimson has offered these Similar Products for sale throughout the United States and the rest of the world through its interactive web site, <http://www.crimsonav.com>, and by its advertising and marketing efforts.

29. Without authorization or consent from Peerless, Defendants distributed, offered for sale, and sold these Similar Products. Upon information and belief, Defendants' copy or imitation of the design of Peerless's mounts was intentional and with full knowledge of Peerless's rights. Upon information and belief, Defendants' copy or imitation of the design of Peerless's mounts was with the intent and purpose of confusing, misleading and deceiving the public, and unfairly capitalizing on Peerless' valuable investments and goodwill.

30. Crimson AV also has used the Peerless Trade Secrets without Peerless's consent, although Crimson AV knew that those trade secrets were derived from or through a person who owed a duty to Peerless to maintain the secrecy of those trade secrets and limit the use of the trade secrets.

31. Sycamore has continued to ship Similar Products to Crimson AV for sale in the United States. Shipments of Similar Products were made from Sycamore to Crimson AV or about December 16, 2010, February 4, 2011, and March 6, 2011. Each shipment of Similar Products was made for the purpose of selling these Similar Products within North America.

32. Each shipment of the Similar Products occurred during the pendency of Sycamore's covenant not to compete owed to Peerless, and thus resulted in a breach of that covenant. On information and belief, Crimson AV continues to sell Similar Products that were acquired during the exclusivity period.

33. As a result of Sycamore's shipment, and Crimson AV's sale, of Similar Products, Peerless has been deprived of its right to the exclusive sale of Similar Products in North America.

34. Peerless has suffered financial damages of lost profits and a decline in its business goodwill and reputation, as Sycamore has manufactured, and Crimson AV has sold, Similar Products bearing a substantial likeness to products designed and/or sold by Peerless.

Count I

Infringement of U.S. Patent No. 7,823,850 by Crimson AV

35. Peerless restates and realleges paragraphs 1 through 34 of this Complaint as though fully set forth herein.

36. On November 2, 2010, United States Patent No. 7,823,850 ("the '850 patent"), entitled "Mounting Bracket" was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '850 patent is attached as Exhibit A to this Complaint.

37. Peerless is the owner of all right, title, and interest in and to the inventions covered by the '850 Patent, and Peerless is entitled to receive all damages and the benefits of all other remedies for Crimson AV's infringement.

38. Crimson AV has made, used, sold, and/or offered to sell, continues to make, use, sell, and/or offer to sell, and has cause others to make, use, sell, and/or offer to sell products that infringe at least one claim of the '850 Patent, including, without limitation, at least the Crimson AV television mounts bearing the identifications "C63," "C63-36," "C63D-36," "C63-D60A," "F46," "F55," and "F63."

39. The making, using, selling, offering to sell, or causing others to make, use, sell, and/or offer to sell infringing products, including the products described in paragraph 28, by Crimson AV has been without authority or license from Peerless and in violation of Peerless' rights.

40. Crimson AV has caused and will continue to cause Peerless substantial damage and irreparable injury by infringing the '850 Patent.

41. Peerless will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Crimson AV is enjoined from infringing the '850 Patent.

42. Peerless is entitled to recover from Crimson AV damages in an amount sufficient to compensate it for Crimson AV's infringement of the '850 Patent, together with prejudgment interest thereon.

Count II

Infringement of Peerless Trade Dress by Crimson AV

43. Peerless restates and realleges paragraphs 1 through 34 of this Complaint as though fully set forth herein.

44. Peerless markets and sells a line of Wall Mounts and Flat and Tilt Mounts, each of which possessing a unique and distinctive product configuration and trade dress.

45. As a result of significant expenditures made by Peerless to market, advertise and promote its Wall Mounts and Flat and Tilt Mounts, the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel each contain an inherent distinctiveness and secondary meaning, identifying the origin of the Wall Mounts and Flat and Tilt Mounts.

46. Crimson AV's unauthorized distribution and sale in interstate commerce of audiovisual mounting equipment, bearing a copy, counterfeit or colorable imitation of Peerless's distinctive Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel is likely to cause confusion, mistake or deception of purchasers and potential purchasers as to the origin, sponsorship, or approval of Crimson AV's products by Peerless.

47. By using Peerless's Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel, Crimson AV has falsely and misleadingly described and suggested that the mounts it is selling and offering for sale emanate from or are sponsored by Peerless.

48. On information and belief, Crimson AV's selling and offering for sale of mounts bearing Peerless's Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel is willful.

49. On information and belief, Crimson AV will continue to infringe Peerless's rights under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), unless and until it is enjoined by this Court. Peerless has been and is likely to continue to be irreparably injured unless Crimson AV is enjoined, and Peerless has no adequate remedy at law.

Count III

Violation of Illinois Trade Secrets Act by Crimson AV

50. Peerless realleges and incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

51. Peerless's confidential information and equipment provided to Sycamore to facilitate its manufacture of products for Peerless, set forth in the preceding paragraphs of this Complaint, are statutory "trade secrets" protected by the Illinois Trade Secrets Act, 765 ILCS 1065/1 *et seq.*

52. At all times, Peerless has taken reasonable measures to protect the confidentiality of the Peerless Trade Secrets.

53. Peerless derives economic value and competitive advantage from the Peerless Trade Secrets not being generally known to the public or trade.

54. Despite requests from Peerless for the return of the Peerless Trade Secrets following the termination of the Supply Agreement, Sycamore continues to possess the Peerless Trade Secrets without authorization or consent from Peerless.

55. Upon information and belief, Sycamore has used, and continues to use, the Peerless Trade Secrets for the manufacture of Similar Products. These Similar Products are then supplied to Crimson for their sale in North America.

56. By its sale of Similar Products, manufactured by Sycamore using the Peerless Trade Secrets, Crimson has acquired, disclosed and/or used, by improper means, the Peerless Trade Secrets for their own benefit without or exceeding Peerless's authorization and consent.

57. Peerless has sustained and will continue to sustain damages, and Crimson has been and will continue to be unjustly enriched in an amount to be proven at trial, as a direct result of Crimson's misappropriation of the Peerless Trade Secrets.

58. Crimson's misappropriation of the Peerless Trade Secrets has been willful and malicious and entitles Peerless to exemplary damages and an award of attorneys' fees and costs pursuant to the Illinois Trade Secrets Act, 765 ILCS 1065/1 *et seq.*

59. Peerless has suffered both irreparable and financial harm as a result of Crimson's misappropriation of the Peerless Trade Secrets, and Peerless has no adequate remedy at law.

Count IV

Tortious Interference With Contract by Crimson AV and Gleyzer

60. Peerless realleges and incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

61. The Supply Agreement is a valid and enforceable contract between Peerless and Sycamore.

62. Peerless has fulfilled all of its material obligations to Sycamore under the Supply Agreement.

63. The Supply Agreement contains an exclusivity provision, pursuant to which Sycamore agreed not to manufacture or ship "Similar Products" for sale in North America to anyone other than Peerless.

64. Crimson AV and Gleyzer knew of the Supply Agreement between Peerless and Sycamore, including the exclusivity covenant contained in Section 2 of the Supply Agreement.

65. By transacting business with Sycamore, for the purpose of selling Similar Products in North America, Crimson AV and Gleyzer intentionally induced Sycamore to breach its contract with Peerless.

66. Crimson AV and Gleyzer's inducement of the breach of the Supply Agreement was wrongful, as Peerless held enforceable contractual rights in the Supply Agreement that preceded and preempted any interest Crimson AV or Gleyzer had in purchasing "Similar Products" from Sycamore.

67. By shipping Similar Products to Crimson AV and Gleyzer, Sycamore breached the Supply Agreement.

68. Peerless has suffered both irreparable and financial harm as a result of Crimson AV and Gleyzer's tortious interference with the Supply Agreement, and Peerless has no adequate remedy at law.

Count V

Violation of the Illinois Consumer Fraud And Deceptive Business Practices Act by Crimson AV

69. Peerless realleges and incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

70. Peerless markets and sells a line of Wall Mounts and Tilt Mounts, each of which possesses a unique and distinctive product configuration and trade dress.

71. Crimson has marketed for sale, sold, and continue to offer for sale audiovisual mounting equipment bearing the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel.

72. The products offered for sale by Crimson bearing the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel are likely to cause confusion or misunderstanding as to the source, sponsorship, approval, or certification of Crimson's products.

73. The products offered for sale by Defendants bearing the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel are likely to cause confusion or misunderstanding as to the affiliation, connection, or association of Crimons's products with Peerless.

74. By offering for sale in the United States products bearing Peerless's Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel, which are likely to cause confusion or misunderstanding as to the origin, source or sponsorship approval of the Products, Crimson has willfully engaged in unfair methods of competition and deceptive acts or practices in the conduct of trade or commerce, as prohibited by 815 ILCS 505/1 *et seq.*

75. Peerless has suffered both irreparable and financial harm as a result of Crimson AV and Crimson's deceptive trade practices, and Peerless has no adequate remedy at law.

Count VI

Violation of the Illinois Deceptive Trade Practice Act by Crimson AV

76. Peerless realleges and incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

77. Peerless markets and sells a line of Wall Mounts and Tilt Mounts, each of which possesses a unique, non-functional and distinctive product configuration and trade dress.

78. Crimson has marketed for sale, sold, and continue to offer for sale audiovisual mounting equipment bearing the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel.

79. The products offered for sale by Crimson bearing the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel are likely to cause confusion or misunderstanding as to the source, sponsorship, approval, or certification of Crimson products.

80. The products offered for sale by Crimson bearing the Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel are likely to cause confusion or misunderstanding as to the affiliation, connection, or association of Crimson's products with Peerless.

81. By offering for sale in the United States products bearing Peerless's Oval-Shaped Dimple, the Curved Articulating Arms or the Peerless Look and Feel, which are likely to cause confusion, mistake or deception of purchasers and potential purchasers as to the origin, source or sponsorship approval of the Products, Crimson has willfully engaged in deceptive acts or practices in the conduct of trade or commerce, as prohibited by 815 ILCS 510/1 *et seq.*

82. Peerless has suffered both irreparable and financial harm as a result of Crimson's deceptive trade practices, and Peerless has no adequate remedy at law.

Count VII

Civil Conspiracy by Crimson AV and Gleyzer

83. Peerless realleges and incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

84. The Supply Agreement is a valid and enforceable contract between, among others, Peerless and Sycamore.

85. Peerless has fulfilled all of its material obligations to Sycamore under the Supply Agreement.

86. As a former employee of Peerless, Gleyzer knew that Sycamore had an exclusivity covenant with Peerless and was prohibited from distributing Peerless Products or Similar Products for sale in North America.

87. Crimson AV, Gleyzer and Sycamore agreed for Sycamore to manufacture and ship, and Crimson AV to purchase from Sycamore and sell to the public, Peerless Products and/or Similar Products, with the intent to violate Sycamore's exclusivity covenant owed to Peerless.

88. In furtherance of the conspiracy to violate the Supply Agreement, Sycamore manufactured and shipped Peerless Products and/or Similar Products, as those terms are used in the Supply Agreement, to Gleyzer and Crimson AV.

89. In furtherance of the conspiracy to violate the Supply Agreement, Crimson AV and Gleyzer sold Peerless Products and/or Similar Products in North America.

90. Peerless has suffered both irreparable and financial harm as a result of the civil conspiracy between Gleyzer, Crimson AV and Sycamore to breach the Supply Agreement.

Prayer for Relief

WHEREFORE, Plaintiff respectfully requests judgment against Defendants as follows:

- A. For a judgment that Crimson AV has infringed the '850 patent;
- B. For a judgment that Crimson AV has violated Peerless's trade dress rights protected by 15 U.S.C. § 1051 *et seq.*
- C. For an order preliminarily and permanently enjoining Crimson AV and its officers, agents, employees, parents, subsidiaries, affiliates, divisions, successors, and all persons in privity or active concert or participation with them from infringing the '850 patent;

D. For an order directing Crimson AV to file with the Court and serve on counsel for Peerless, within 30 days after service of any injunction in this case (or within such extended period as the Court may direct), a report in writing under oath setting for in detail the manner and form by which it has complied with the injunction requested in Paragraph C above;

E. For an award of compensatory damages in an amount subject to proof at trial, together with pre- and post-judgment interest thereon;

F. For an order finding that this case is exceptional under 35 U.S.C. § 285 and awarding Peerless its reasonable attorneys' fees, expenses and costs incurred in this action;

G. For an order awarding Peerless its attorneys' fees and costs pursuant to 765 ILCS 1065/1 *et seq.*;

H. For an order preliminarily and permanently enjoining Crimson AV and its officers, agents, employees, parents, subsidiaries, affiliates, divisions, successors, and all persons in privity or active concert or participation with them and Gleyzer, his agents, employees, and all persons in privity or active concert or participation with him from continuing to transact business with Sycamore and from selling the Peerless and/or Similar Products manufactured by Sycamore;

I. For an order directing Crimson AV and Gleyzer to file with the Court and serve on counsel for Peerless, within 30 days after service of any injunction in this case (or within such extended period as the Court may direct), a report in writing under oath setting for in detail the manner and form by which they have complied with the injunction requested in Paragraph H above; and

J. For an award of such other and further relief as this Court deems just and proper.

Jury Demand

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury as to all issues to triable in this action.

Dated: July 12, 2011

Respectfully submitted,

By: /s/ Jonathan W. Garlough
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CERTIFICATE OF SERVICE

I, Jonathan W. Garlough, an attorney, hereby certify that on July 12, 2011, I caused to be filed electronically the foregoing THIRD AMENDED COMPLAINT with the Clerk of the Court using the CM/ECF system, which will send an electronic copy of the foregoing to counsel of record and constitutes service under Federal Rule of Civil Procedure 5(b)(2)(D) pursuant to Local Rule 5.9 of the Northern District of Illinois.

/s/ Jonathan W. Garlough

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