

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

GILL STUDIOS, INC, a Kansas Corporation	1
10800 Lackman Road	1
Shawnee Mission, Kansas 66201	1 Civil Action No.:
	1
Plaintiff	1
v.	1
	1
	1
CARLBERG GRAFIX, INC, Illinois Corporation	1
1800 S. Dirksen Parkway	1
Springfield, Illinois 62703	1
	1
Defendant	1

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**COMPLAINT**

Plaintiff Gill Studios, Inc. (Gill) for its Complaint against Carlberg Grafix, Inc., (CGI) states:

1. Gill is a Kansas corporation having a principal place of business at 10800 Lackman Road, Shawnee Mission, Kansas. Gill, among other things, makes and sells signage for use in political campaigns.
2. CGI is believed to be an Illinois corporation having a principal place of business at 1800 S. Dirksen Parkway, Springfield, Illinois 62703. CGI may be served by delivering process to an officer, director, or managing agent at 1800 S. Dirksen Parkway, Springfield, Illinois 62703. CGI, among other things, makes and sells signage for use in political campaigns.
3. This is an action for patent infringement and breach of a consent judgment entered in about September 2000 in Case No. 00-0702-CV-W-4 of this Court, entitled *Gill Studios, Inc. v. The Sign & Display Studio, Inc.* This court has subject matter

jurisdiction of the patent infringement claim under 28 U.S.C. §1338(a). This court expressly retained subject matter jurisdiction of the consent judgment. There is also diversity of citizenship under 28 U.S.C. §1332, and the sum or value in controversy exceeds \$75,000.00 exclusive of interests and costs.

4. Venue is proper in this district under 28 U.S.C. §1391(b)(2), because a substantial part of the events or omissions giving rise to the claim occurred in this district. Moreover, CGI has transacted business, made a contract, and/or committed a tortious act in the State of Missouri under Mo. R. Civ. P. 54.06, and the causes of action alleged herein arise out of such conduct.

5. Gill is the owner of the following United States Patents:

- (a) U.S. Patent 5,682,696 for SIGNAGE AND METHOD OF MANUFACTURING SAME, issued to Gill on November 4, 1997, a copy of which is attached as Exhibit 1;
- (b) U.S. Patent 5,878,517 for SIGNAGE AND METHOD OF MANUFACTURING SAME issue to Gill on March 9, 1999, a copy of which is attached as Exhibit 2; and
- (c) U.S. Patent 6,397,451 for SIGNAGE MANUFACTURING METHOD issued to Gill on June 4, 2002, a copy of which is attached as Exhibit 3.

6. On July 12, 2000, Gill commenced Case No. 00-0702-CV-W-4 in this Court against defendant The Sign & Display Studio, Inc. asserting infringement of U.S. Patents Nos. 5,682,696 and 5,878,517. In September 2000, the parties entered into a *Consent Judgment of Patent Validity and Infringement with Permanent Injunction*, a copy of which is attached as Exhibit 4, as well as a settlement agreement.

7. Before January 17, 2001, CGI purchased the stock or assets of The Sign & Display Studio, Inc. In connection with such purchase, CGI knew or should have known

of the Consent Judgment, Exhibit 4, to which its predecessor was a party. Nevertheless, on about January 17, 2001, Gill specifically notified CGI of such Consent Judgment, as shown in Exhibit 5.

8. After acquiring the stock or assets of The Sign & Display Studio, Inc., CGI began infringing U.S. Patents Nos. 5,682,696, 5,878,517, and 6,397,451 by

- (a) directly making, using, selling, and/or offering to sell signage covered by said patents under 35 U.S.C. § 271(a);
- (b) inducing infringement of said patents under 35 U.S.C. § 271(b); and/or
- (c) contributing to the infringement of said patents under 35 U.S.C. § 271(c).

9. CGI's infringement of U.S. Patents Nos. 5,682,696 and 5,878,517 also constitutes breach of and failure to comply with the Consent Judgment, Exhibit 4.

10. Gill has properly and continuously marked all patented products made, sold, or offered for sale by it in accordance with 35 U.S.C. §287(a).

11. CGI's infringement has been willful under 35 U.S.C. §284.

12. Gill is entitled to an injunction under 35 U.S.C. §283 to prevent infringement and the violation of any rights secured by its patents.

13. Gill has been damaged as a result of CGI's infringement. Gill is entitled to damages under 35 U.S.C. §284, including its lost profits, royalties, and up to treble damages for willful infringement, but not less than a reasonable royalty, together with interest and costs as fixed by the Court.

14. On information and belief, this is an exceptional case within the meaning of 35 U.S.C. §285, and Gill is further entitled to its reasonable attorneys fees.

WHEREFORE, Gills demands the following orders and judgments against CGI:

(A) Injunctions against CGI, its officers, agents, servants, employees, and attorneys, all persons in active concert or participation with them, enjoining them from infringing U.S. Patents Nos. 5,682,696, 5,878,517, and 6,397,451;

(B) Judgments against CGI for Gill's lost profits, royalties, and enhanced damages;

(C) Judgment against CGI for Gill's reasonable attorneys fees;

(D) Judgment against CGI for interest and court costs; and

(E) Such other judgments and orders as the Court shall deem just and proper under the circumstances.

PLAINTIFF DEMANDS TRIAL BY JURY

/s/ Gerald M. Kraai

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