

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

Case No.: 8:20-cv-2517

GLOBAL GLASS TECHNOLOGIES,
INC.,

Plaintiff,

v.

RESEARCH FRONTIERS, INC., and
GAUZY LTD,

Defendants

AMENDED COMPLAINT

The Plaintiff, GLOBAL GLASS TECHNOLOGIES, INC, by and through its undersigned counsel, hereby files its Amended Complaint against the Defendants, RESEARCH FRONTIERS, INC. and GAUZY LTD., and alleges:

Jurisdictional Allegations

1. This is an action seeking relief with respect to a breach of contract, declaratory judgment, and injunctive relief.
2. The Court has jurisdiction over all claims in this action under 28 U.S.C. § 1332, Diversity of Citizenship in that the Plaintiff is a citizen of Florida, and the Defendants are citizens of New York and of Israel. Additionally, the Court has jurisdiction over the claim for injunctive relief as it relates to actions regarding United States Patents pursuant to 28 U.S.C. § 1338.

The Parties

3. The Plaintiff, GLOBAL GLASS TECHNOLOGIES, INC. (hereinafter referred to as “GLOBAL GLASS”) is Florida corporation located at 3501 Bessie Coleman Drive, Suite 23612, Tampa, Florida 33623.

4. The Defendant, RESEARCH FRONTIERS, INC. (hereinafter referred to as “RFI”), is a publicly traded company located at 240 Crossway Park Drive, Woodbury, New York, and incorporated in New York.

5. The Defendant, GAUZY LTD (hereinafter referred to as “GAUZY”), is a foreign corporation located at 14 Hathiya Street, Tel Aviv – Yafo, Israel 6816914, which conducts business in the United States of America.

6. All of the Defendants, at all times relevant hereto, have been engaged in commerce, or in activities affecting commerce of the United States.

Venue

7. Venue is proper in this district under 28 U.S.C. § 1391(b) in that GLOBAL GLASS is a Florida Corporation. The harm that was caused by the Defendants, as well as the events or omissions giving rise to the claims occurred in this district. Furthermore, the infringement by the Defendants caused harm to GLOBAL GLASS in this District. Lastly, the Defendants are subject to personal jurisdiction in this Judicial District with respect to this action.

The SPD Patents

8. On January 18, 2019, the Plaintiff, GLOBAL GLASS was assigned the United States Patent Registration Nos. 7,800,812; 8,098,421; 8,120,839; 8,792,154; 9,261,752; and 9,658,509 (hereinafter collectively referred to as the “Assigned SPD Patents”). Since that date,

GLOBAL GLASS has been, and remains, the owner of the Assigned SPD Patents.

9. SPD is an acronym for “Suspended Particle Device,” which is a light absorbing or blocking particle which can be used within a film or liquid which is applied to glass allowing users to electronically switch and/or dim the glass from being opaque to transparent and *vice versa*. SPD devices can be installed in the sunroofs and other windows of automobiles, aircraft, trains, marine vehicles, residential homes, and commercial buildings including skyscrapers. The SPD devices can also be used in the presentation of a multi-media special effects display, textual messages, graphical images and simulated motion effects.

10. In essence, the SPD device technology can cause glass to switch between transparent and opaque and can be dimmed to allow a percentage of transparency.

11. The GLOBAL GLASS SPD Patents United States Patent Registration Nos. 7,800,812; 8,792,154; and 9,658,509, are the specific patents subject to this lawsuit, and collectively, they are referred to herein as the “SPD Patents.”

12. Fundamentally, the Inventions are not of the SPDs, but rather, of the controllers, and networking of controllers which control opacity levels of SPDs. These include the “mesh network” needed for applications which are more complex, such as with many windows in one project.

812 Patent

13. United States Patent Registration No. 7,800,812 (hereinafter referred to as the “812 Patent”) is named the “Intelligent SPD Control Apparatus with Scalable Networking Capabilities for Window and Multimedia Applications” and was issued in connection with “[a] scalable apparatus and a network environment dynamically changes the light transparency of a single SPD

device, a small number of SPD devices, or thousands of such SPD devices installed in windows in automobiles, aircraft, trains, marine vehicles, residential homes, commercial buildings, and skyscrapers.”

14. The 812 Patent is made up of 85 Claims and 13 Drawing Sheets. A true and correct copy of the 812 Patent is attached to this Amended Complaint and incorporated by reference in it, and it is marked as Exhibit “A.”

15. The 812 Patent invention claimed is primarily

A system for use with at least one SPD, the SPD having a variable opacity, the system comprising: at least one controller connected to at least one SPD and comprising means controlling the opacity of the at least one SPD; at least one master controller issuing commands to the at least one controller; wherein the at least one controller further comprises a network interface which is communicatively coupled to a multiplicity of controllers having network interfaces.

16. The 812 Patent claims are all based upon this system where a controller works within a system that can control the opacity levels of at least one SPD. The 812 Patent specifically claims the application of this system wherein there is at least one controller that operates the SPD in the following settings/applications: a residential home, commercial building, airplane, car, truck, SUV, van, bus, taxi, train, tram, maglev, monorail, ski lift, atmospheric railway, troller, and marine vehicle.

154 Patent

17. United States Patent Registration No. 8,792,154 (hereinafter referred to as the “154 Patent”), dated four years after the 812 Patent, named “Electronic Operations of a Suspended Particle Device” is a continuation of the 812 Patent and is made up of 19 Claims and 13 Drawing

Sheets. A true and correct copy of the 154 Patent is attached to this Amended Complaint and incorporated by reference in it, and it is marked as Exhibit “B.”

18. The 154 Patent claims “[a] controller controlling the opacity of at least one SPD, wherein a fixed intensity light source and photo-detector combination is used to determine the absolute opacity of the at least one SPD.” The 154 Patent claims build upon this claim so that the SPD glass can be measured for its opacity levels and depending on a multitude of variables (such as GPS location, physical location of the SPD device, and temperature) the system can then change the opacity levels of at least one SPD.

509 Patent

19. The final subject Patent, United States Patent Registration No. 9,658,509 (hereinafter referred to as the “509 Patent”) is named the “Multi-Nodal SPD Controller Networking” and was also issued in connection with “[a] scalable apparatus and a network environment dynamically changes the light transparency of a single SPD device, a small number of SPD devices, or thousands of such SPD devices installed in windows in automobiles, aircraft, trains, marine vehicles, residential homes, commercial buildings, and skyscrapers.” The 509 Patent is made up of 20 Claims and 13 Drawing Sheets. A true and correct copy of the 509 Patent is attached to this Amended Complaint and incorporated by reference in it, and it is marked as Exhibit “C.”

20. The 509 Patent claims “[a] multiplicity of controllers communicatively coupled to each other, one or more of which controls the opacity of at least one respective SPD” where the controllers can communicate between one another in order to control the opacity levels of at least one SPD.

21. Moreover, the 509 Patent claims the input into this communication system as devices both wired and wireless, through a computing device, through a mesh network, through a local area network, and through a multi-drop communications network.

Factual Background

22. Jay Moskowitz is the inventor of the SPD Patents.

23. On September 8, 2006, Jay Moskowitz assigned the SPD Patents to his company, SPD Control Systems Corporation (hereinafter referred to as “SCSC”). SCSC is not a party to this lawsuit.

24. On October 25, 2005, SCSC entered into a license agreement with RFI, the SPD-Smart Electronics License Agreement between Research Frontiers Incorporated and SPD Control Systems Corporation, hereinafter the “Master License Agreement.” A copy of the Master License Agreement is attached hereto and marked as Exhibit “D.”

25. The Master License Agreement gave rights to RFI during the course of the agreement, and also secured the rights for a continuation after termination of the agreement for the use of the SPD Licenses and other technology for customers of RFI, with which RFI and SCSC had made subsequent agreements.

26. Subsequently, on May 9, 2010, the Master License Agreement was amended by virtue of an agreement titled “Amendment to License Agreement Effective as of October 25, 2005 between Research Frontiers, Inc. and SPD Control Systems Corp. and Senior Secured Convertible Note of SPD Control Systems Corp., dated May 9, 2007, and modified on November 28, 2007,” which is hereinafter referred to as the “Master License Modification Agreement.” A copy of the Master License Modification Agreement is attached hereto and marked as Exhibit “E.”

27. The Master License Modification Agreement provided for priorities of payments in regard to a prior loan from RFI to SCSC of monies anticipated from an oncoming sale to Daimler Mercedes.

28. On December 22, 2010, RFI and SCSC, as anticipated, entered into a licensing agreement with Daimler AG, which is hereinafter referred to as the “Daimler License Agreement.” A true and correct copy of the Daimler License is attached hereto and marked as Exhibit “F.”

29. As part of the arrangement with Daimler, and as was anticipated in the Master License Agreement, SCSC granted to RFI a license to sublicense to Daimler AG the technology and inventions in any of SCSC’s unexpired patents, including the 812 Patent, as well as the patents which would issue from any pending patent applications at that time.

30. Under the Daimler License, Daimler AG was and continues to be required to pay RFI royalties for the use of its SPD technology, including funds in the form of royalties, pursuant to Section 3 of the Daimler License.

31. The Daimler License contains a provision stating that the “Agreement shall be binding on and shall inure to the benefit of the parties and their successors and assigns.”

32. In a separate agreement dated December 19, 2014 (hereinafter referred to as the “Daimler Royalty Splitting Agreement”), RFI agreed to pay SCSC fifty percent (50%) of any royalties received by RFI under the Daimler License. Moreover, RFI was to provide SCSC each royalty report it received from Daimler AG. A true and correct copy the Daimler Royalty Splitting Agreement is attached to this Amended Complaint and incorporated by reference in it as Exhibit “G.”

33. After the Daimler deal was completed, SCSC and RFI terminated the Master License Agreement, and in the years which followed, RFI made other deals with other customers in which they licensed SPD technologies, including the patent rights which belonged to SCSC. One of those customers is GAUZY.

34. It is upon good faith belief that GAUZY is planning to, or already does, use the technology which are in the SPD Patents, which offer control over the integration of a mesh system of control of windows and the opacity of the glass or film therein. For instance, GAUZY is advertising dimmable SPD glass technology placed in cars, planes, trains, airplanes, yachts, and buildings. Specifically, GAUZY advertises the use of a controller and/or an app that can change the opacity levels in the glass together with the ability for the controller to automatically detect conditions outside or inside to dim the glass.

35. On December 6, 2016, due to its default on a Secured Note, SCSC, by and through its founder and chairman Jay Moskowitz, acknowledged the default and signed a Post-Default Consent Agreement (hereinafter referred to as the “Consent Agreement”). A copy of the Consent Agreement is attached hereto and marked as Exhibit “H.”

36. In the Consent Agreement, SCSC acknowledged its Default and consents to the transfer of collateral to GLOBAL GLASS. The collateral was in the form of SCSC’s “Intellectual Property” together with all of SCSC’s tangible and intangible assets.

37. Moreover, SCSC authorized GLOBAL GLASS to effectuate the transfer of said assets through the irrevocable Power of Attorney set forth in the Consent Agreement.

38. Pursuant to the terms of the Consent Agreement, GLOBAL GLASS became the assignee/owner of all SCSC’s patents, including, but not limited to the subject SPD Patents.

39. Also on December 6, 2016, pursuant to the terms of the Consent Agreement, GLOBAL GLASS, as Power of Attorney for SCSC, executed an Assignment Agreement (hereinafter referred to as the “Assignment Agreement”), irrevocably assigning and transferring to GLOBAL GLASS all of SCSC’s rights to receive any and all future Daimler royalties for the patents licensed in the Daimler License. A copy of said Assignment Agreement is attached hereto and marked as Exhibit “I.”

40. GLOBAL GLASS is not receiving any monies from the use of its patented technology, not even from the Royalty Splitting Agreement. Accordingly, GLOBAL GLASS brings this action due to the unlawful breach of contract by RFI and RFI’s actions as it continues to license the technology protected by the SPD Patents to others, with no rights to do so.

41. Due to the actions of the Defendants, GLOBAL GLASS has been forced to retain the undersigned attorneys and is now obligated to pay their reasonable attorneys’ fees and costs.

**COUNT I - BREACH OF CONTRACT
(Against Only Research Frontiers, Inc.)**

42. The Plaintiff avers Paragraphs 1 through 41, which are stated above and incorporate the allegations therein, as though they are fully restated and incorporated in this Count by reference.

43. On December 22, 2010, the Daimler License was entered into between (1) RFI, (2) SCSC, and (3) Daimler AG.

44. Through the Daimler License Agreement, SCSC granted a license to RFI to sublicense to Daimler AG the SPD Patents and incorporated technology. In exchange for the sublicense, Daimler AG is to pay royalties to RFI.

45. The Daimler License states that the Agreement shall be binding on and shall inure to the benefit of the parties and their successors and assigns.

46. In the Daimler Royalty Splitting Agreement, dated December 19, 2014, RFI agreed to pay SCSC fifty percent (50%) of any royalties received by RFI under the Daimler License. Moreover, RFI was to provide SCSC each royalty report it received from Daimler AG.

47. As the assignee of both the technology rights and the SPD Patents previously owned by SCSC, GLOBAL GLASS is now the owner of both the technology and SPD Patents which are the subject of the Daimler License and the Daimler Royalty Splitting Agreement. GLOBAL GLASS has stepped into the shoes of SCSC and is in privity of Contract in both the Daimler License and the Daimler Royalty Splitting Agreement.

48. GLOBAL GLASS has not obstructed the performance of the Daimler License or blocked the benefit to any party under the Daimler License.

49. Since January 29, 2017, RFI has been on notice of the transfer of the SCSC assets to GLOBAL GLASS, including, but not limited to, the transfer of the SPD Patents and the rights to the royalties related said Patents. As such, RFI is on notice of the ownership by GLOBAL GLASS, and the obligation to pay GLOBAL GLASS the owed royalties.

50. Moreover, on January 25, 2019, GLOBAL GLASS executed the Assignment Agreement, as Power of Attorney for SCSC, irrevocably assigning and transferring to GLOBAL GLASS all of SCSC's rights to receive any and all future Daimler royalties for the SPD Patents.

51. Despite being on notice that GLOBAL GLASS owns the rights to the SPD Patents, and despite repeated demand on the part of GLOBAL GLASS to RFI, to date, RFI has not provided GLOBAL GLASS with the Daimler License royalty reports showing the amount of royalties

received from Daimler AG for its license of GLOBAL GLASS' SPD Patents.

52. To date, GLOBAL GLASS has not received its portion of royalties from RFI, of which GLOBAL GLASS is entitled to under the Daimler Royalty Splitting Agreement and based on the use of GLOBAL GLASS' technology and SPD Patents.

53. RFI's refusal to pay GLOBAL GLASS the royalties owed under the Daimler License is a breach of the Daimler Royalty Splitting Agreement.

54. Furthermore, RFI has failed to provide GLOBAL GLASS with the Daimler License royalty reports, which is also a breach of the Daimler Royalty Splitting Agreement.

55. Due to the breach of the Daimler Royalty Splitting Agreement by RFI, GLOBAL GLASS has suffered losses in the form of loss of royalties received from the Daimler License.

56. GLOBAL GLASS has been damaged due to the unlawful acts on the part of RESEARCH GLOBAL, and due to the breach of the Daimler Royalty Splitting Agreement entered into between RFI and SCSC, GLOBAL GLASS' assignor.

WHEREFORE, GLOBAL GLASS TECHNOLOGIES, INC. asks this honorable Court for a judgment against RESEARCH FRONTIERS, INC. for compensatory damages, including fifty percent (50%) of all the royalty monies that RESEARCH FRONTIERS, INC. has received from Daimler AG, under the Daimler License, starting from December 6, 2016, the date that GLOBAL GLASS TECHNOLOGIES, INC. was assigned the SPD Patents by SCSC, awarding costs, attorneys, and interest, requiring RESEARCH FRONTIERS, INC. to pay GLOBAL GLASS TECHNOLOGIES, INC. the Daimler royalties in perpetuity, and any and all other relief to which the Plaintiff may be entitled.

**COUNT II – DECLARATORY RELIEF
(Against Both Defendants)**

57. The Plaintiff avers Paragraphs 1 through 41, which are stated above and incorporate the allegations therein, as though they are fully restated and incorporated in this Count by reference.

58. There is a genuine and bona fide dispute and an actual controversy and disagreement between GLOBAL GLASS and RFI regarding use of GLOBAL GLASS's SPD Patents and whether RFI has the right to license the SPD Patents.

59. There is concern regarding a present ascertainable set of facts, or controversy regarding a set of facts, in that RFI has insisted that it has the right to license the patent rights which belong to GLOBAL GLASS to any customer of RFI.

60. There are rights of GLOBAL GLASS which are dependent on the facts or law applicable to the facts.

61. GLOBAL GLASS and RFI have actual present adverse and antagonistic interests in the subject matter, regarding the contracts and the SPD Patents.

62. The relief sought is not merely the giving of legal advice or the answer of questions propounded for curiosity.

63. GLOBAL GLASS, in good faith, requests that this Court Declare that RFI does not have the right to license the SPD Patents to any third parties, except for Daimler.

WHEREFORE, the Plaintiff, GLOBAL GLASS TECHNOLOGIES, INC., respectfully requests a declaration that RESEARCH FRONTIER, INC. does not have the right pursuant to the Master License Agreement to license the SPD Patents to any third parties, costs, attorneys' fees, and any and all other relief which this Court may deem that the Plaintiff is entitled.

**COUNT III – MANDATORY INJUNCTIVE RELIEF
(Against Both Defendants)**

64. The Plaintiff avers Paragraphs 1 through 41, which are stated above and incorporate the allegations therein, as though they are fully restated and incorporated in this Count by reference.

65. This Count is brought under 35 U.S.C. § 283, Injunction.

66. Under 35 U.S.C. § 283, this Court has jurisdiction over granting injunctions having to do with equity in order to prevent violations to any of the rights secured by patent.

67. As GLOBAL GLASS is the assignee of the SPD Patents, GLOBAL GLASS has rights secured by the patents.

68. GLOBAL GLASS is seeking for this Court to enter an Order granting mandatory injunctive relief to prevent violations of its rights as the SPD Patent assignee.

69. RFI, knowing that GLOBAL GLASS has these rights, has continued to unlawfully license the SPD Patents to other companies who are utilizing the technology that is protected by the SPD Patents.

70. RFI has licensed these rights to GAUZY, despite not having the lawful rights to license.

71. RFI only had the right to license the SPD Patents to those where a contractual relationship and agreement already existed. There was never an agreement made to allow RFI to enter new licensing agreements after the termination of the Master License Agreement, previously attached as Exhibit “D.”

72. As such, due to the principles of equity, RFI must be prevented from violating GLOBAL GLASS’ rights to the SPD Patents as RFI continues to enter into new licensing

agreements for which RFI has no right to do and for patented technology that GLOBAL GLASS holds the rights to, not RFI.

73. GLOBAL GLASS does not have an adequate remedy at law as RFI has successfully unlawfully entered into licensing deals, such as with GAUZY, and it is feared that RFI will continue entering into other agreements. Furthermore, there may be additional agreements RFI entered into, without the right to do so, of which GLOBAL GLASS does not know.

74. An award of money damages would be insufficient as GLOBAL GLASS also must protect the rights of the SPD Patents and the right to license the technology.

WHEREFORE, the Plaintiff, GLOBAL GLASS TECHNOLOGIES, INC., respectfully requests the court to grant mandatory injunctive relief, ordering RESEARCH FRONTIERS, INC. and GAUZY LTD. from implementing or utilizing any licensing agreements entered into between RESEARCH FRONTIERS and GAUZY LTD. where RESEARCH FRONTIERS, INC. licensed any of the SPD Patents to GAUZY LTD., and enjoining RESEARCH FRONTIERS, INC. from utilizing any agreements made with any other parties in which it licensed any of the SPD Patents, and issue an injunction so that RESEARCH FRONTIERS, INC. must stop entering into licensing agreements for the use of the SPD Patents, and ordering GAUZY LTD. to cease production on all products using the SPD Patents, and any and all other relief to which the Plaintiff may be entitled.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 7, 2021, the foregoing document was electronically filed with the Clerk of the Court using CM/ECF to serve on all counsel of record.

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