

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

CASE NO.: 6:22-cv-00706

DYNAMIC MOTION GROUP
GMBH,

Plaintiff,

v.

UNIVERSAL CITY
DEVELOPMENT PARTNERS LTD,
UNIVERSAL CITY STUDIOS LLC,
AND UNIVERSAL STUDIOS LLC,

Defendants.

COMPLAINT FOR PATENT INFRINGEMENT
(INJUNCTIVE RELIEF DEMANDED)

Plaintiff DYNAMIC MOTION GROUP GMBH, by and through its undersigned counsel, brings this Complaint for patent infringement against Defendants UNIVERSAL CITY DEVELOPMENT PARTNERS LTD, UNIVERSAL CITY STUDIOS LLC, AND UNIVERSAL STUDIOS LLC, and in support, alleges as follows:

NATURE OF THE LAWSUIT

1. This is an action for patent infringement arising under the patent laws of the United States Title 35, United States Code §§ 1 et seq.

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JURISDICTION AND VENUE

2. This Court has original and exclusive subject matter jurisdiction pursuant to 28 U.S.C. § 1331; 28 U.S.C. § 1338; and 35 U.S.C. § 271.

3. This Court has personal jurisdiction over Defendant.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1400.

THE PLAINTIFF

5. Plaintiff, Dynamic Motion Group GMBH (“Dynamic Motion”) is an Austrian company and the parent company of Dynamic Motion Rides GMBH (“Dymorides”), which does business in Florida.

THE DEFENDANTS

6. Universal City Development Partners LTD (“Universal”) (hereinafter “UCDP” or with others collectively “Universal”) is a Florida limited partnership that has committed acts of infringement in this federal district and has a regular and established place of business in this federal district.

7. Universal Studios, LLC (hereinafter “US” or with others collectively “Universal”) is a Delaware limited liability company that has committed acts of infringement in this federal district and has a regular and established place of business in this federal district.

8. Universal City Studios, LLC (hereinafter “UCS” or with others collectively “Universal”), is a Delaware limited liability company that has

committed acts of infringement in this federal district and has a regular and established place of business in this federal district.

9. All of the defendants regularly do or solicit business in the State of Florida and/or derive substantial revenue from goods used or services rendered in the State of Florida, and/or expect or reasonably should expect their conduct to have consequences in the State of Florida.

10. All of the defendants were conducting business in the State of Florida and this district, and/or have transacted business within the State of Florida and/or contracted to supply goods or services in the State of Florida in connection with the matters giving rise to this dispute and plaintiff suffered damages proximately caused by the defendants in the State of Florida and in this judicial district.

THE PLAINTIFF'S PATENTS

11. Dynamic Motion owns all right, title and interest in United States Patent Number 9,259,657 (the "657 Patent") entitled "Motion Simulation System and Associated Methods" issued February 16, 2016. A true and correct copy of the '657 Patent is attached hereto as Exhibit 1.

12. Dynamic Motion owns all right, title and interest in United States Patent Number 9,656,446 (the "446 Patent") entitled "Motion Simulation System Controller and Associated Methods" issued January 3,

2017. A true and correct copy of the '446 Patent is attached hereto as Exhibit 2.

13. Dynamic Motion owns all right, title and interest in United States Patent Number 10,283,008 (the "008 Patent") entitled "Motion Simulator System Controller and Associated Methods" issued May 7, 2019. A true and correct copy of the '008 Patent is attached hereto as Exhibit 3.

14. The '657 Patent, '446 Patent, and '008 Patent are referred to collectively herein as the Dymorides Patents.

THE DEFENDANTS' INFRINGEMENT

15. The Dymorides Patents embody a new generation of simulator motion systems for the amusement ride and training markets.

16. The Dymorides Patents describe technology such as the super smooth motion system technology as well as a ultra-fine motion control technology, injection of high frequency vibrations and a regenerative energy system that enables a decelerating actuator to power an accelerating actuator this minimizing the power consumption which is not achievable with other motion systems that at the time of the applications were new, novel, and were never seen in the industry before, with the ability to address more than five hundred positions per second with a data update rate in the microsecond range.

17. In addition, the Dymorides technology facilitated the ride system to have a payload of 24 metric tons and a platform carrying 72 guests which was a world first for an all-electric 3-Degree of Freedom (“3-dof”) motion system.

18. In April of 2014, Dymorides entered into agreements with Universal to license to Universal the technology embodied in the Dymorides Patents which provided, for the first time, a motion system capable of perfectly synchronizing with Universal’s desired frame rate of 120 frames per second.

19. The agreements included the Master Purchase Agreement (“MPA”) and Work Authorization (“WA”) Agreement with Universal, pursuant to which, Universal incorporated the technology embodied in the Dymorides Patents into a ride and attraction at Universal’s place of business in Orlando, Florida called “Race through New York Starring Jimmy Fallon” (the “Attraction”).

20. Dymorides provided written notice to Universal of the Dymorides Patents in connection with the MPA and WA and/or the performance of those agreements.

21. The requirements of the MPA and WA included an “IP Clause” identifying the intellectual property as belonging to Dymorides on all Project

documents and drawings. This IP Clause put the defendants on notice of the Dymorides Patents.

22. Universal constructed the Attraction using the Dymorides Patents and incorporated the patented technology embodied in the Dymorides Patents into the design and operation of the Attraction.

23. After entering into the MPA and WA Agreement with Universal, Universal breached the MPA and WA Agreements, by failing to make payment for past due invoices after the Attraction was commissioned in April 2017.

24. Under the terms of the MPA, Universal's license to use the Dymorides Patents was conditioned upon payment of the compensation provided in the MPA and WA.

25. Despite Universal's breach of the MPA and WA Agreements, Universal continued to make, use, offer for sale and sell the technology embodied in the Dymorides Patents in the Attraction.

26. Despite Universal's breach of the MPA and WA Agreements, Universal constructed the Attraction using the Dymorides Patents and incorporated the patented technology embodied in the Dymorides Patents into the design and operation of the Attraction without the agreement or approval of Dymorides.

27. Despite Universal's breach of the MPA and WA Agreements, and its lack of authorization to do so, Universal made and used the Dymorides Patents in the construction of the Attraction.

28. Universal opened the Attraction in 2017 to paying visitors.

29. On March 27, 2021, Dymorides filed a complaint asserting state law claims against Universal. Dymorides alleged that Universal owed Dymorides for past due invoices and for the use of Dymorides' preexisting technology which included software, know-how, drawings, and other intellectual property belonging to Dymorides. The Defendants removed the case filed by Dymorides to this Court where it is pending as Case No. 6:21-CV-00752 (the '752 Case).

30. The '752 Case does not allege patent infringement.

31. Pursuant to a case management and scheduling order ("CMSO"), the parties engaged in discovery pursuant to which Universal produced drawings of the Attraction.

32. On March 7, 2022, Dymorides and its experts were, for the first time, granted access to the Attraction for filming and photography, and access to the Attraction software.

33. On March 14, 2022 expert reports were completed.

34. Dymorides and Dynamic Motion determined based upon the inspection and expert reports that at least one claim in each of the Dymorides

Patents -- as distinguished from all the other non-patented components in Dymorides' preexisting vendor technology -- were infringed by defendants in the Attraction.

35. The Attraction, and Universal's design and construction of the Attraction, and Universal's operation of the Attraction, infringes upon the Dymorides Patents.

36. Dynamic Motion has been damaged.

37. The damage to Dynamic Motion is irreparable by monetary damages alone.

COUNT I
DIRECT INFRINGEMENT OF U.S. PATENT NO. 9,259,657
(Against Universal)

38. Dynamic Motion realleges paragraphs 1 through 37 of this Complaint, as fully and completely as if set forth verbatim herein.

39. Within the six years preceding the filing of this Complaint, Universal has directly infringed at least one claim of U.S. Patent No. 9,259,657 by the activities referred to in this Complaint in violation of 35 U.S.C. § 271(a).

40. Without limiting the foregoing, Defendant has infringed at least the claims described in the Expert Report of Steven Becker of Robson Forensic dated March 14, 2022.

41. Universal's activities alleged in this Count have been without or beyond the scope of license, permission, or authorization from Dynamic Motion.

42. The activities of Universal as set forth in this Count have been to the injury, detriment and irreparable harm to Dynamic Motion.

43. The activities of Universal as set forth in this Count have been and continue to be intentional, willful, and without regard to the rights of Dynamic Motion.

44. Universal has had knowledge of the '657 Patent since at least the date of issuance.

45. Universal has had knowledge of the infringing nature of their activities, or at least a willful blindness regarding the infringing nature of their activities, with respect to the '657 Patent since at least the date of issuance.

46. Universal's infringement has been and continues to be willful since at least the affixation of the "IP Clause" identifying the intellectual property as belonging to Dymorides and/or Dynamic Motion on all Project documents and drawings.

47. Universal have earned profits by virtue of their patent infringement.

48. Dynamic Motion sustained damages as a direct and proximate result of Defendants' infringement.

49. Dynamic Motion will suffer and is suffering irreparable harm from Defendants' infringement.

50. Dynamic Motion has no adequate remedy at law and are entitled to an injunction against Defendants' continuing infringement.

51. Unless enjoined, Defendants will continue their infringing conduct.

COUNT II
DIRECT INFRINGEMENT OF U.S. PATENT NO. 9,536,446
(Against Universal)

52. Dynamic Motion realleges paragraphs 1 through 37 of this Complaint, as fully and completely as if set forth verbatim herein.

53. Within the six years preceding the filing of this Complaint, Universal directly infringed at least one claim of U.S. Patent No. 9,536,446 by the activities referred to in this Complaint in violation of 35 U.S.C. § 271(a).

54. Without limiting the foregoing, Defendant has infringed at least the claims described in the Expert Report of Steven Becker of Robson Forensic dated March 14, 2022.

55. Universal's activities alleged in this Count have been without license, permission, or authorization from Dynamic Motion.

56. The activities of Universal as set forth in this Count have been to the injury, detriment and irreparable harm to Dynamic Motion.

57. The activities of Universal as set forth in this Count have been and continue to be intentional, willful, and without regard to the rights of Dynamic Motion.

58. Universal has had knowledge of the '446 Patent since at least the date of issuance.

59. Universal has had knowledge of the infringing nature of their activities, or at least a willful blindness regarding the infringing nature of their activities, with respect to the '446 Patent since at least the date of issuance.

60. Universal's infringement has been and continues to be willful since at least the affixation of the "IP Clause" identifying the intellectual property as belonging to Dymorides and/or Dynamic Motion on all Project documents and drawings.

61. Universal has earned profits by virtue of their patent infringement.

62. Dynamic Motion sustained damages as a direct and proximate result of Defendants' infringement.

63. Dynamic Motion will suffer and is suffering irreparable harm from Defendants' infringement.

64. Dynamic Motion has no adequate remedy at law and are entitled to an injunction against Defendants' continuing infringement.

65. Unless enjoined, Defendants will continue their infringing conduct.

COUNT III
DIRECT INFRINGEMENT OF U.S. PATENT NO. 10,283,008
(Against Universal)

66. Dynamic Motion realleges paragraphs 1 through 37 of this Complaint, as fully and completely as if set forth verbatim herein.

67. Within the six years preceding the filing of this Complaint, Universal directly infringed at least one claim of U.S. Patent No. 10,283,008 by the activities referred to in this Complaint in violation of 35 U.S.C. § 271(a).

68. Without limiting the foregoing, Universal has infringed at least the claims described in the Expert Report of Steven Becker of Robson Forensic dated March 14, 2022.

69. Universal's activities alleged in this Count have been without license, permission, or authorization from Dynamic Motion.

70. The activities of Universal as set forth in this Count have been to the injury, detriment and irreparable harm to Dymorides and Dynamic Motion. The activities of Universal as set forth in this Count have been and

continue to be intentional, willful, and without regard to the rights of Dynamic Motion.

71. Universal has had knowledge of the '008 Patent since at least the date of issuance.

72. Universal has had knowledge of the infringing nature of their activities, or at least a willful blindness regarding the infringing nature of their activities, with respect to the '008 Patent since at least the date of issuance.

73. Universal's infringement has been and continues to be willful since at least the affixation of the "IP Clause" identifying the intellectual property as belonging to Dymorides and/or Dynamic Motion on all Project documents and drawings.

74. Universal has earned profits by virtue of their patent infringement.

75. Dynamic Motion sustained damages as a direct and proximate result of Defendants' infringement.

76. Dynamic Motion will suffer and are suffering irreparable harm from Defendants' infringement.

77. Dynamic Motion has no adequate remedy at law and is entitled to an injunction against Defendants' continuing infringement.

78. Unless enjoined, Universal will continue their infringing conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Dynamic Motion Group GMBH demands judgment and relief against Defendants Universal City Development Partners LTD, Universal City Studios LLC, and Universal Studios LLC, and respectfully request that the Court:

- A. Enter a finding of infringement against Defendants under each of the patents asserted in this Complaint;
- B. Award in favor of Plaintiff and against Defendants such damages as Plaintiff may have suffered but in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284;
- C. Award in favor of Plaintiff and against Defendants an enhancement of damages;
- D. Find that this is an exceptional case;
- E. Enter an injunction preliminarily and permanently enjoining infringement;
- F. Award Plaintiff its attorneys' fees against Defendants under 35 U.S.C. § 285;
- G. Award Plaintiff its costs against Defendants; and

H. Award in favor of Plaintiff and against Defendants such other
and further relief as to the Court appears just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

DATED: April 12, 2022

Respectfully submitted,

/s/ Joel B. Rothman

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