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TO CONFORM.

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11
 12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 13 **FOR THE COUNTY OF MARIN**

W 063506

14 GEORGE SIMON, an individual, KEN
 15 PALIN, an individual,
 16
 17 Plaintiffs,

COMPLAINT FOR DAMAGES

17 vs.

1. CONVERSION

2. UNJUST ENRICHMENT

18 ASAHI GLASS CO, LTD., a Japanese
 19 Limited Company, ASAHI GLASS
 AMERICA, INC., a North Carolina
 20 corporation, AFG INDUSTRIES, INC., a
 Tennessee corporation, INTEREDGE, LLC., a
 21 California limited liability company,
 GLAVERBEL S.A., a Belgian Société
 22 Anonyme, GLAVERBEL CZECH, a.s., an
 Akciova Spolecnost [joint stock company] of
 23 the Czech Republic,

DEMAND FOR JURY TRIAL

24 Defendants.

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF MARIN**

14 GEORGE SIMON, an individual, KEN
15 PALIN, an individual,
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17 Plaintiffs,

18 vs.

19 ASAHI GLASS CO, LTD., a Japanese
Limited Company, ASAHI GLASS
20 AMERICA, INC., a North Carolina
corporation, AFG INDUSTRIES, INC., a
Tennessee corporation, INTEREDGE, LLC., a
California limited liability company,
21 GLAVERBEL S.A., a Belgian Société
Anonyme, GLAVERBEL CZECH, a.s., an
22 Akciova Spolecnost [joint stock company] of
the Czech Republic,
23
24 Defendants.

) **COMPLAINT FOR DAMAGES**
)
) **1. CONVERSION**
) **2. UNJUST ENRICHMENT**

) **DEMAND FOR JURY TRIAL**

1 **NATURE OF THE ACTION**

2 1. PLAINTIFFS GEORGE SIMON and KEN PALIN (hereinafter referred to as
3 "PLAINTIFFS") are the grandchildren and lawful heirs of Oswald Weiss (hereinafter, "Mr.
4 Weiss"), who owned in excess of 98 percent of the shares of First Bohemian Glassworks, Ltd.
5 (Erste Boehmische Glasindustrie A.G.) and its assets, including the First Bohemian Glass
6 Factory (hereinafter, "the Olovi Factory"), located in the city of Olovi, in what was then
7 Czechoslovakia, and is now the Czech Republic. The PLAINTIFFS bring this action against
8 DEFENDANT ASAHI GLASS COMPANY, LTD. (hereinafter, "AGC"), which is one of the
9 world's top glass producers and holds a world-leading market share of the global glass
10 manufacturing industry,^{1/} and its agents, representatives, employees, successors, assigns, parents,
11 subsidiaries and/or affiliates as follows: ASAHI AMERICA, INC., (hereinafter "ASAHI
12 AMERICA"); AFG INDUSTRIES, INC. (hereinafter "AFG"); INTEREDGE TECHNOLOGIES,
13 LLC, (hereafter "INTEREDGE"); GLAVERBEL, Société Anonyme (hereinafter "GLAVERBEL,
14 SA"); and GLAVERBEL CZECH, Akciová Společnost (hereafter "GLAVERBEL CZECH,
15 a.s.") (hereinafter collectively referred to as "DEFENDANTS") for unlawful conversion of the
16 Olovi Factory and its assets.

17 2. The Olovi Factory (which had grown to become the second largest glass factory in
18 Czechoslovakia) and assets of the First Bohemian Glassworks, Ltd, were unlawfully appropriated
19 by the invading Nazi army in 1938. While Mr. Weiss and two of his children fled to Australia to
20 escape religious persecution, other members of PLAINTIFFS' family were tortured and
21 murdered by the Nazis in a concentration camp for their failure to reveal the locations of the
22 original stock certificates for First Bohemian Glassworks, Ltd, which represent title to the Olovi
23 Factory. Thereafter, the Olovi Factory and First Bohemian Glass Works, Ltd. were controlled by
24 the Nazi and Communist regimes, only to be later purchased by the DEFENDANTS, who
25 continue to unjustly profit from PLAINTIFFS' property despite their exhaustive attempts to
26 recover a family legacy built by their grandfather.

27
28

1. AGC's market share is indicated by its website, at:
www.agc.co.jp/english/company/group_comp.html (last visited, June 15, 2006).

1
2 7. Venue and Personal Jurisdiction over each DEFENDANT is proper in this judicial
3 district for the foreign DEFENDANTS, because DEFENDANTS either own, lease, export to, or
4 otherwise conduct business activities, including the sale of glass products, to glass retailers in the
5 United States and/or in California such that they maintain a general course of business activity
6 within the United States, including California, either directly through their own activities or by
7 virtue of their parent entities acting as their alter ego and/or agent.

8
9 **PARTIES**

10 8. PLAINTIFF GEORGE SIMON ("Mr. Simon"), age 69 as of the date of this complaint,
11 is an Australian citizen, and grandson and lawful heir of Oswald Weiss. Mr. Simon is the
12 beneficiary of one half of any residual proceeds of the estate of Oswald Weiss.

13
14 9. PLAINTIFF KEN PALIN ("Mr. Palin"), age 78 as of the date of this complaint, is an
15 Australian citizen, and grandson by marriage and lawful heir of Oswald Weiss. Mr. Palin is the
16 beneficiary of one half of any residual proceeds of the estate of Oswald Weiss.

17
18 10. PLAINTIFFS are informed, believe and thereon allege that DEFENDANT
19 INTEREDGE is a limited liability company with offices located in and doing business in the
20 State of California, County of Marin, city of Sausalito. PLAINTIFFS are informed and thereon
21 believe that INTEREDGE is owned by AFG, a subsidiary of AGC. Based on further
22 information and belief thereon, Plaintiffs allege that INTEREDGE imports substantial amounts
23 of glass products into California, including but not limited to Pyrobel™, which are developed
24 and/or manufactured by GLAVERBEL, SA and GLAVERBEL Czech, a.s. at the Olovi Factory.

25
26 11. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANT AFG is a
27 Tennessee corporation with offices located in or doing business in the State of California.
28

1 12. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANT ASAHI
2 GLASS AMERICA is a North Carolina corporation with offices located in or doing business in
3 the State of California.

4
5 13. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANT AGC is a
6 Japanese limited company doing business in the State of California.

7
8 14. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANT
9 GLAVERBEL, SA, a subsidiary of AGC, is a Belgian Société Anonyme, which imports its glass
10 products to California, including but not limited to Pyrobel™, through California
11 DEFENDANT INTEREDGE. PLAINTIFFS are informed, believe, and thereon allege that
12 DEFENDANT GLAVERBEL CZECH, a.s., is a joint stock company under Czech law, known
13 as a Czech Akciova Spolecnost (a.s.), which develops and manufactures glass products,
14 including but not limited to Pyrobel™, at the Olovi Factory, which are then imported into the
15 United States through California DEFENDANT INTEREDGE.

16
17 15. The true names and capacities of DEFENDANTS named herein as DOES 1 through
18 50, inclusive, whether individual, corporate, associate, or otherwise, are unknown to
19 PLAINTIFF, who therefore sues such defendants by such fictitious names. Each of the
20 DEFENDANTS designated herein as DOE is negligently or otherwise legally responsible in
21 some manner for the events and happenings herein referred to and caused injuries and damages
22 proximately thereby to PLAINTIFFS, as herein alleged. PLAINTIFFS will amend this
23 Complaint to show true names and capacities when they have been ascertained.

24
25 16. At all times mentioned herein, DEFENDANTS, and each of them, were the agents,
26 representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates, each of
27 the other, and at all times pertinent hereto were acting within the course and scope of their
28 authority as such agents, representatives, employees, successors, assigns, parents, subsidiaries

1 and/or affiliates.

2
3 **FACTS COMMON TO ALL COUNTS**

4 17. In or about 1893, the First Bohemian Glass Factory ("the Olovi Factory") was founded
5 in the town of Olovi (formerly Bleistadt), in the Austro-Hungarian Empire, which later became
6 Czechoslovakia in 1918, and is now the Czech Republic. In or about 1904, Oswald Weiss ("Mr.
7 Weiss") began work at the Olovi Factory, was later promoted to Managing Director, and
8 eventually acquired all the shares of the First Bohemian Glass Works, Ltd. (Erste Boehmische
9 Glasindustrie A.G.), including ownership of the Olovi Factory, from its former owner. Under
10 Mr. Weiss' exclusive ownership, the Olovi Factory grew to occupy 340 acres of land, retained
11 approximately 1,200 employees, and was listed and /or quoted on the New York and Boston
12 stock exchanges. The Olovi Factory's assets included two hydro-electric plants, two coal mines,
13 forty-eight dwelling houses, and extensive factory buildings and equipment.

14
15 18. Mr. Weiss introduced the Fourcault process to the Olovi Factory during his ownership
16 in or around the late 1920s or early 1930s. Through this process, sheet glass is manufactured in
17 vertical drawing furnaces. Once refractory material is inserted into molten glass, it is pushed
18 through rollers by a combination of surface tension and viscosity and then rapidly cooled. By
19 1938, the Olovi factory became the second largest glass factory in Czechoslovakia, and
20 manufactured between 40 and 50 million square feet of glass through three tanks employing the
21 Fourcault process, including: window glass, demi-plate glass, photo glass, cast glass, and
22 mirrors.

23
24 19. The Weiss family owned in excess of 98% of the revised issue capital of First Bohemian
25 Glassworks, Ltd. until 1938, when the Olovi Factory and the company assets were expropriated
26 by the invading German Nazi army. Mr. Weiss, a Czech citizen of Jewish ancestry, fled to
27 Australia to escape religious persecution by the Nazis, along with his wife Irma, one of his
28 daughters, Marianne, and her children, Evelyn and George. Oswald Weiss' eldest daughter,

1 Helena, and her husband, Hans remained in Czechoslovakia in a Nazi concentration camp.
2 Hans was tortured and murdered by the Nazis for refusing to disclose the location of the original
3 share certificates for the Olovi Factory.
4

5 20. Oswald Weiss died in Australia on May 23, 1940. He devised a life estate in his assets
6 to his wife, remainder to his children and their heirs. Currently, PLAINTIFFS, divide equally
7 among themselves any and all interest in any residual income from the estate of Oswald Weiss.
8 PLAINTIFFS currently have in their possession, 41,692 of the original 50,000 shares of First
9 Bohemian Glassworks, Ltd.
10

11 21. The Olovi Factory was unlawfully taken over and controlled by the Germans
12 throughout the Nazi occupation of Czechoslovakia. PLAINTIFFS are informed, believe, and
13 thereon allege that the Olovi Factory became the "East German Glass Works, Ltd." while under
14 Nazi control until 1945. Plaintiffs are informed and thereon believe that the Olovi Factory was
15 at some point thereafter called, "Zavod Dukla." PLAINTIFFS are informed, believe, and
16 thereon allege that in or about 1946, an Austrian report authored by Vienna Advocate, Dr.
17 Hunna, detailed the process by which the Nazi regime confiscated the commercial property
18 interests of Mr. Weiss. This report specifically includes the Olovi Factory and First Bohemian
19 Glassworks, Ltd. among Mr. Weiss' confiscated assets.
20

21 22. In 1948 - three years after the end of Nazi occupation - the Communist Party of
22 Czechoslovakia seized and held power until 1989, when a multiparty democracy returned to the
23 country. Accordingly, Oswald Weiss' heirs were unable to pursue their prior claims of rightful
24 ownership over the Olovi Factory and its assets from 1938 through 1989 due the fact that their
25 property was misappropriated and subject to a variety of regime changes, including Nazi and
26 Communist control.

27 ///

28 ///

1 23. Once the Velvet Revolution ended communism in Czechoslovakia in late 1989, and the
2 territory became the Czech and Slovak Federal Republic (hereinafter, "CSFR"), PLAINTIFFS
3 again attempted to assert their claims of legal ownership over the Olovi Factory and the assets of
4 First Bohemian Glassworks, Ltd. PLAINTIFFS began contacting authorities in CSFR,
5 Australia, and Austria as early as 1989 regarding restitution for their assets seized by the
6 occupying Nazi army, including writing to the highest ranking Czech leader, Vaclav Klaus, and
7 other high officials at the Ministry of Industry. In 1990, PLAINTIFFS learned of plans to
8 misappropriate the Olovi Factory as part of a newly-incorporated state-owned entity in the
9 CSFR, the Sklo-Union Joint Stock Company. PLAINTIFFS promptly notified Štěpán Popovič
10 ("Mr. Popovič") in writing, who Plaintiffs are informed and thereon believe was then General
11 Manager of Sklo-Union Joint Stock Company and is now CEO and Chairman of DEFENDANT
12 GLAVERBEL CZECH, a.s., that: the Olovi Factory was misappropriated by the Nazis during
13 World War II; that the factory belonged to their late grandfather, Oswald Weiss; that they were
14 his heirs at law; that the property was then misappropriated and named as a government-owned
15 venture; and that PLAINTIFFS had not received restitution for their confiscated assets.

16
17 24. In 1990, Mr. Popovič invited PLAINTIFF GEORGE SIMON to visit the Olovi factory,
18 and confirmed that the Olovi Factory and its assets were to be transferred from government-
19 owned Sklo-Union to a new entity, Glavunion, which was a joint venture between
20 DEFENDANT GLAVERBEL, SA (now a subsidiary of AGC) and Sklo-Union. Mr. Popovič,
21 on behalf of Sklo-Union, also stated that the government had yet to address the claims of
22 property owners whose businesses were seized during World War II and who had not received
23 compensation, and referred PLAINTIFF GEORGE SIMON to the Czech Minister of Finance.
24 The Minister of Finance informed PLAINTIFFS in writing that the Czech government would
25 not consider restitution claims brought by non-Czech nationals for property seized during World
26 War II. PLAINTIFFS' claim for restitution from the Czech government was therefore barred
27 because of their Australian citizenship and due to the fact that their assets were seized in 1945.

28

1 25. During his visit to the Olovi Factory in 1990, PLAINTIFF GEORGE SIMON was
2 informed, believes, and thereon alleges that the factory continued to employ the same Fourcault-
3 type process introduced to the Olovi Factory by his grandfather, Mr. Weiss. PLAINTIFFS are
4 informed and thereon believe that in 1990 and thereafter, the Olovi Factory continued to use the
5 Fourcault system to produce approximately: 16,856,000 square meters of plate glass; 80,000
6 square meters of safety glass; 180,000 of mirror glass; and 1,400,000 square meters of furniture
7 glass. PLAINTIFFS are informed, believe, and thereon allege that DEFENDANTS were and
8 continue to be unjustly enriched by profits from the sale of glass manufactured and developed
9 by, or by improvements made upon, the infrastructure, operations, storage, transport,
10 distribution, and system of administration at the Olovi Factory developed and instituted by their
11 grandfather and which lawfully belongs to them.

12
13 26. Throughout 1990 and 1991, PLAINTIFFS continued to reserve and assert their
14 ownership rights to the Olovi Factory by notifying Czech government officials and the new
15 private owners of the Olovi Factory, particularly, officers of DEFENDANT GLAVERBEL, SA
16 (a subsidiary of AGC) of their ownership interests. In response to PLAINTIFFS' inquiries and
17 objections, in or around December 1990, Mr. Popovič confirmed that the Olovi Factory was a
18 part of the flat glass division of the joint venture between GLAVERBEL, SA (a subsidiary of
19 AGC) and government-owned Sklo-Union. In or around January 1991, the Olovi Factory's
20 technical manager confirmed that GLAVERBEL, SA had a 40% stake in Glavunion, which
21 included the Olovi Factory. In or around April 1991, in response to PLAINTIFF GEORGE
22 SIMON'S written communication, Sklo-Union re-confirmed that the Olovi Factory had become
23 part of Glavunion, Ltd. At the same time, the Company Register, based in Vienna, Austria,
24 confirmed that the holding company of the First Bohemian Glass Works, Ltd.,
25 Montangesellschaft m.b.H., named the following heirs of Mr. Weiss as having an ownership
26 interest in the company's shares and assets, including the Olovi Factory: Irma Weiss holding 45,
27 600 or 76% of the shares; Marianne Simon holding 7,200 or 12% of the shares; and Helen Stein
28 holding 7,200 or 12% of the shares.

1 27. PLAINTIFFS are informed, believe, and thereon allege that in 1991, Luc Willame
2 (hereinafter, "Mr. Willame") former Administrative and Finance Director, member of the
3 Executive Committee of GLAVERBEL, SA, now CEO of DEFENDANT GLAVERBEL, SA,
4 inaccurately informed PLAINTIFFS in writing that Glaverbel had never been the owner of the
5 Olovi site. PLAINTIFFS are informed, believe and thereon allege that Mr. Willame remained
6 an executive with the DEFENDANTS' Glaverbel group of companies until 2002. PLAINTIFFS
7 are also informed and thereon believe that Mr. Willame thereafter became head of
8 DEFENDANT AGC's Flat Glass Company and Vice President of DEFENDANT AGC's Asahi
9 Glass Group (GLAVERBEL, SA's parent company).

10
11 28. PLAINTIFFS continued to notify DEFENDANT GLAVERBEL, SA (a subsidiary of
12 AGC) that its acquisition of the Olovi Factory through the joint venture with government-owned
13 Sklo-Union was adverse to the lawful ownership rights of the PLAINTIFFS, as the heirs at law
14 of Oswald Weiss. Throughout 1991 and 1992, PLAINTIFFS specifically wrote to
15 GLAVERBEL, SA asserting PLAINTIFFS' legal rights to the Olovi Factory as adverse to those
16 of GLAVERBEL, SA. PLAINTIFFS communicated in person and/or in writing with the
17 following agents and or employees of DEFENDANTS: Mr. Willame; Mr. Popovič; Technical
18 Manager for the Olovi Factory in 1991, Jan Suma; Deputy Director of Sales Martin Balazs;
19 Factory Director Josef Lietavec; JUDr Krel Vevera on behalf of Stepan Popovic; and other
20 employees. PLAINTIFFS also continued to notify State authorities in CSFR and in Australia,
21 objecting to the sale of the Olovi Factory and proposing that reparations be made through shares
22 in the new company. PLAINTIFFS communicated in writing to: Ing. Pospisilova of the Czech
23 Ministry of Administration of National Property; Mr. D.C. Rutter on behalf of Gareth Evans,
24 Assistant Secretary of the Australian Department of Foreign Affairs and Trade; the Czech
25 Ministry of Industry; Head of the Czech Department of Privatization, Mr. Jiri Bilek,; Australian
26 Federal Parliament Acting Minister for Foreign Affairs and Trade, Neal Blewett,; the Secretary
27 General of the Council of Europe; Director of Section - Glass and Ceramics of the Czech
28 Ministry of Industry, Mr. Milan Vacek; Shadow Minister for Corporate Law Reform and

1 Consumer Affairs of the Australian Federal Government, Peter Costello; Mr. Ove Juul
2 Jorgensen of the Commission of the European Communities; Australian Shadow Minister for
3 Foreign Affairs, Senator Robert Hill; and the Embassy of the Czech Republic in Canberra,
4 Australia. PLAINTIFFS also met with Dr. Vaclav Klaus, the Czech Minister of Finance, in
5 person. Despite their attempts, PLAINTIFFS at present, have been unable to avail themselves
6 of a remedy for the loss of their ownership interest in the Olovi Factory and assets belonging to
7 the First Bohemian Glass Works, Ltd.
8

9 29. Plaintiffs are informed, believe, and thereon allege that GLAVERBEL, SA (now a
10 subsidiary of AGC) obtained a majority share of Glavunion in or around 1991 and acquired
11 100% of the shares of Glavunion by the end of 1999, when the name Glavunion was officially
12 changed to GLAVERBEL CZECH, a.s. PLAINTIFFS are informed, believe and thereon allege
13 that in 1999, GLAVERBEL, SA acquired any and all remaining interest in the Olovi Factory
14 previously held by government-owned Sklo-Union with full knowledge and notice of
15 PLAINTIFFS' ownership interest in the Olovi Factory and that GLAVERBEL, SA,
16 GLAVERBEL CZECH, a.s., and DEFENDANTS unjustly profited and continue to profit from
17 the manufacture and sale of glass products designed or produced at the Olovi Factory.
18 PLAINTIFFS are informed, believe, and thereon allege that DEFENDANTS develop and
19 manufacture automotive glass at their Glaverbel Mirocar plant, and flat glass at their Glaverbel
20 Olovi plant, both of which are located at the Olovi Factory, and both of which are imported into
21 the United States.
22

23 30. In 2005, PLAINTIFFS learned that Pyrobel™, a fire-resistant glass product, which is
24 developed and or manufactured at the Olovi Factory, was being exported from the Olovi Factory
25 and sold in the United States by a Sausalito, California limited liability company,
26 DEFENDANT INTEREDGE (an AGC sub-subsidiary). In addition, PLAINTIFFS are
27 informed, believe, and thereon allege that the trademark for Pyrobel™ is owned by
28 DEFENDANT GLAVERBEL, SA. PLAINTIFFS are also informed, believe, and thereon allege

1 that the majority of Pyrobel™ exported into the United States during the period of time from
2 2003 through the end of 2006 was and is manufactured at the Olovi Factory, during which time
3 DEFENDANTS' plant in Seneffe, Belgium was and is closed and under repair.

4
5 31. PLAINTIFFS are informed, believe, and thereon allege that automotive glass products
6 manufactured at the Mirocar Plant at Olovi are being exported to United States through the
7 DEFENDANT GLAVERBEL, SA's and/or AGC's group of companies.

8
9 32. In or around 2002, GLAVERBEL, SA and GLAVERBEL CZECH, a.s. were acquired
10 by AGC. Plaintiffs are informed, believe, and thereon allege that AGC acquired GLAVERBEL,
11 SA and GLAVERBEL CZECH, a.s. with full knowledge and notice of PLAINTIFF'S
12 ownership interest in the Olovi Factory, and that AGC unjustly profited and continues to profit
13 from the manufacture and sale of glass products designed or produced at the Olovi Factory. In
14 or around 2005, AFG INDUSTRIES, an AGC subsidiary, acquired INTEREDGE which imports
15 glass products, including but not limited to Pyrobel™, from the Olovi Factory in which
16 Glaverbel Mirocar and Glaverbel Olovi manufacture glass products. PLAINTIFFS are
17 informed, believe, and thereon allege that DEFENDANTS unjustly profited and continue to
18 profit from the sale and manufacture of glass products designed or manufactured at the Olovi
19 Factory. PLAINTIFFS are informed, believe, and thereon allege that the glass products
20 manufactured, designed, or built by Glaverbel Mirocar and Glaverbel Olovi at the Olovi Factory
21 relied on, utilized, and improved upon or profited from techniques and assets implemented at
22 the Olovi Factory by Oswald Weiss prior to 1938. PLAINTIFFS are informed, believe, and
23 thereon allege that INTEREDGE (a sub-subsidiary of AGC) exclusively imports Pyrobel™ from
24 GLAVERBEL CZECH, a.s. and GLAVERBEL, SA into the United States and that
25 DEFENDANTS continue to unjustly profit therefrom.^{2/}

26
27
28

2. Plaintiffs' information and belief rely, in part, on Defendants' website, available at:
www.firesafe-glass.com/prod_intro.html (last visited June 15, 2006).

1 33. PLAINTIFFS are informed, believe, and thereon allege that GLAVERBEL CZECH,
2 a.s. reinvested profits from its Olovi Factory's Fourcault operations into the Olovi Pyrobel
3 Facility, for a period of time between 1990 and 2000. PLAINTIFFS are informed, believe, and
4 thereon allege that GLAVERBEL, SA and GLAVERBEL CZECH, a.s. began industrial
5 production of Pyrobel™ at the Olovi Factory in or around 2001 and improved upon and profited
6 from the fire-resistant glass technologies previously in use at the Olovi Factory. PLAINTIFFS
7 are informed, believe, and thereon allege that benefits received by DEFENDANTS from
8 PLAINTIFFS' property are not limited to the development and manufacture of products at
9 DEFENDANTS' Glaverbel Olovi and Glaverbel Mirocar plants. Rather, DEFENDANTS'
10 other plants, divisions, and companies "benefit from the experience already gained at the sister
11 plant in Olovi (CZ)".^{3/} PLAINTIFFS are informed, believe, and thereon allege that glass
12 products currently manufactured by DEFENDANTS, including but not limited to Pyrobel™,
13 sheet glass, flat glass, and automotive glass and mirrors resulting from technology and facilities
14 owned by PLAINTIFFS and utilized and improved upon by DEFENDANTS, are exported into
15 the United States via, among others, California DEFENDANT INTEREDGE, an AGC sub-
16 subsidiary, and are thereafter widely marketed and sold to major educational institutions, major
17 automotive manufacturers, and commercial construction, chemical, and technology wholesalers
18 and retailers throughout the United States. PLAINTIFFS are informed, believe, and thereon
19 allege that DEFENDANTS have and continue to unjustly profit from this export and sale.

20
21 34. PLAINTIFFS attempted to exhaust all available remedies. Beginning in 1990,
22 attempts made by Australian authorities have been unsuccessful in obtaining restitution for the
23 conversion of PLAINTIFFS' assets from the Czech government or from GLAVERBEL, SA.
24 Plaintiffs were unable to receive restitution under Czech laws.

25
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3. Plaintiffs' information and belief rely, in part on Defendants' news release, available
at: <http://www.glassonweb.com/news/index/3396/> (last visited June 20, 2006).

1 **FIRST CAUSE OF ACTION**
2 **CONVERSION**
3 **(AGAINST ALL DEFENDANTS)**
4

5 35. PLAINTIFFS reallege and incorporate by reference, as though fully set forth herein, each
6 and every allegation set forth in paragraphs 1 through 34 above.
7

8 36. PLAINTIFFS are informed, believe, and thereon allege, that DEFENDANTS, prior to
9 the commencement of this action, wrongfully sold or otherwise converted to their own use the
10 Olovi Factory and all assets belonging to the First Bohemian Glassworks, Ltd (Erste
11 Boehmische Glasindustrie A.G.) with the knowledge of PLAINTIFFS' lawful claim of
12 ownership over the property. Thereafter, DEFENDANTS, and each of them, continued to
13 wrongfully exert dominion over the PLAINTIFFS' property in denial of and inconsistent with
14 PLAINTIFFS' lawful rights, and have knowingly continued to use, profit from, transfer,
15 convey, improve upon, and acquire PLAINTIFFS' assets in a manner which is adverse and
16 inconsistent with PLAINTIFFS' lawful rights of ownership.
17

18 37. Despite PLAINTIFFS' demands for return, possession, restitution, and compensation,
19 and PLAINTIFFS' objections to the resale of the Olovi Factory, said DEFENDANTS have
20 refused and continue to refuse to turnover or pay restitution for the Olovi Factory to the lawful
21 heirs of Oswald Weiss.
22

23 38. PLAINTIFFS are informed, believe, and thereon allege that the Olovi Factory had an
24 approximate fair market value of approximately U.S. \$10 million in 1938, or a current value in
25 excess of US \$100 million. As a result of DEFENDANTS' conversion of the Olovi Factory,
26 PLAINTIFFS are entitled to recovery of the sum of the current fair market value of their assets.
27

28 39. PLAINTIFFS are informed and believe and thereon allege that the DEFENDANTS did

1 and continue to unjustly profit from the planning, development, manufacture, export, import,
2 and sale of glass products, including but not limited to Pyrobel™, sheet glass, flat glass, float
3 glass, and automotive mirrors and glass, which built or improved upon property implemented by
4 Oswald Weiss at the Olovi Factory (the current location of DEFENDANTS' Glaverbel Olovi
5 and Glaverbel Mirocar plants) lawfully owned by PLAINTIFFS, and that the profits therefrom
6 have unjustly enriched DEFENDANTS. Accordingly, PLAINTIFFS are entitled to recover
7 these profits.

8
9 40. The aforementioned conduct of the DEFENDANTS was and is tortious, malicious,
10 outrageous, oppressive, fraudulent, in bad faith and in conscious disregard of the rights of the
11 PLAINTIFFS herein. Wherefore, in addition to general and compensatory damages,
12 PLAINTIFFS pray for punitive damages against said Defendants in a sum to be determined at
13 the time of trial.

14
15 **SECOND CAUSE OF ACTION**

16 **UNJUST ENRICHMENT**

17 **(AGAINST ALL DEFENDANTS)**

18
19 41. PLAINTIFFS reallege and incorporate by reference, as though fully set forth herein,
20 each and every allegation set forth in paragraphs 1 through 34 above.

21
22 42. DEFENDANTS, and each of them, have received the benefits of PLAINTIFF'S assets,
23 including but not limited to the Olovi Factory as set forth above.

24
25 43. In furnishing the Olovi Factory and other personal property of the First Bohemian
26 Glassworks, Ltd., as aforesaid, Oswald Weiss and PLAINTIFFS, his heirs, were not acting as
27 volunteers, and DEFENDANTS and each of them, have accepted the benefits of that which
28 Oswald Weiss and the PLAINTIFFS have furnished without paying therefore.

1 44. DEFENDANTS, and each of them, have been unjustly enriched and further, it would
2 be inequitable for DEFENDANTS to be allowed to retain the benefits of PLAINTIFFS' assets
3 without being ordered to pay the sum of the fair market value of the Olovi Factory and the assets
4 of First Bohemian Glass Works, Ltd., together with interest thereon at the rate of 10 percent
5 (10%) per annum from January 1, 1992.

6
7 45. DEFENDANTS, and each of them, have been unjustly enriched and further, it would
8 be inequitable for DEFENDANTS to be allowed to retain the proceeds from the use, sale,
9 reliance and improvement upon, and development of PLAINTIFFS' assets without being
10 ordered to disgorge the profits from those glass products developed, manufactured, exported,
11 imported, or sold from the Olovi Factory, including but not limited to Pyrobel™, sheet glass,
12 flat glass, float glass, and automotive glass and mirrors.

13
14 46. PLAINTIFFS are informed, believe, and thereon allege that their assets generated
15 profits from the unlawful sale of glass products developed, manufactured, exported, imported,
16 and sold as a result of DEFENDANTS' unlawful use of and improvements made upon
17 PLANTIFF's property. Accordingly, Plaintiffs are entitled to an accounting of
18 DEFENDANTS', and each of their profits for the purposes of computing damages, due to the
19 complicated nature of DEFENDANTS' accounts, and to avoid manifest injustice by preventing
20 PLAINTIFFS from recouping those profits unlawfully converted by DEFENDANTS.

21
22 47. The aforementioned conduct of the DEFENDANTS was and is tortious, malicious,
23 outrageous, oppressive, fraudulent, in bad faith and in conscious disregard of the rights of the
24 PLAINTIFFS herein. Wherefore, in addition to general and compensatory damages,
25 PLAINTIFFS pray for punitive damages against said Defendants in a sum to be determined at
26 the time of trial.

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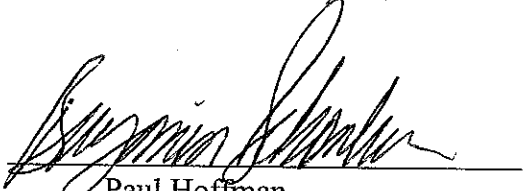
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Wherefore, Plaintiff prays judgment against Defendants, and each of them, as follows:

1. For general damages in an amount within the jurisdiction limits of this Court according to proof;
2. For an accounting of profits, as ordered by this Court;
3. For loss of profits, according to proof;
4. For punitive and exemplary damages, according to proof;
5. For costs of suit;
6. For costs expended by Plaintiffs in pursuit of their property pursuant to California Civil Code Section 3336; and
8. For such other and further relief as the Court may deem just and proper.

Dated: August 10, 2006

SCHONBRUN DESIMONE SEFLOW
HARRIS & HOFFMAN, LLP



Paul Hoffman
Benjamin Schonbrun
Michael D. Seplow
Attorneys for Plaintiffs

Michael J. Bazyley
Attorney for Plaintiffs

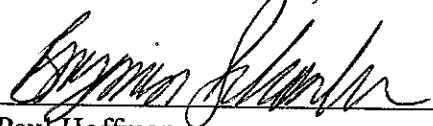
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury on all issues.

Dated: August 10, 2006

SCHONBRUN DESIMONE SELOW
HARRIS & HOFFMAN, LLP



Paul Hoffman
Benjamin Schonbrun
Michael D. Seplow
Attorneys for Plaintiffs

Michael J. Bazyley
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