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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

AMERANTH, INC.,

Plaintiff,

v.

EVENTBRITE, INC.,

Defendant.

Case No. '13CV0350 AJB BLM

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc. (“Ameranth”), for its Complaint against defendant
3 Eventbrite, Inc. (“Eventbrite” or “Defendant”), avers as follows:

4 **PARTIES**

5 1. Plaintiff Ameranth is a Delaware corporation having a principal place
6 of business at 5820 Oberlin Drive, Suite 202, San Diego, California 92121.
7 Ameranth develops, manufactures and sells, *inter alia*, hospitality industry,
8 entertainment, restaurant and food service information technology solutions
9 under the trademarks 21st Century Communications™, and 21st Century
10 Restaurant™, among others, comprising the synchronization and integration of
11 hospitality information and hospitality software applications between fixed,
12 wireless and/or internet applications, including but not limited to computer
13 servers, web servers, databases, affinity/social networking systems, desktop
14 computers, laptops, “smart” phones and other wireless handheld computing
15 devices.

16 2. Defendant Eventbrite is, on information and belief, a Delaware
17 corporation having a principal place of business and headquarters in San
18 Francisco, California. On information and belief, Eventbrite makes, uses, offers
19 for sale or license and/or sells or licenses entertainment box office management
20 and ticketing/ticket sales/ticket purchases information-technology products,
21 software, components and/or systems within this Judicial District, including the
22 Eventbrite System as defined herein. Eventbrite operates an online/mobile
23 service to promote and publicize events, and sell and distribute event tickets,
24 claiming over 88 million tickets sold through Eventbrite to date, including tickets
25 sold online, through mobile devices (both via the Web and via mobile apps),
26 and/or through Apple Inc.’s Passbook System. Eventbrite enables the storage of
27 tickets purchased via Eventbrite in Passbook, on any iPhone or iPodTouch
28 running iOS6, in any of three ways: Through the Eventbrite app for iOS6,

1 available in the Apple App Store; through a ticket order confirmation email; or
2 through the purchase of tickets via Web browser on an iPhone or iPodTouch
3 running iOS6.

4 **JURISDICTION AND VENUE**

5 3. This is an action for patent infringement arising under the Patent
6 Laws of the United States, 35 U.S.C. §§ 271, 281-285.

7 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
8 1331 and 1338(a).

9 5. On information and belief, Defendant engages in: (a) the offer for
10 sale or license and sale or license of hospitality industry, ticketing, reservations,
11 and/or ordering products and/or components in the United States, including this
12 Judicial District, including services, products, software, and components,
13 comprising wireless and internet POS and/or hospitality aspects; (b) the
14 installation and maintenance of said services, products, software, components
15 and/or systems in hospitality industry, ticketing, reservations, ordering, and/or
16 entertainment information technology systems in the United States, including this
17 Judicial District; and/or (c) the use of hospitality industry, ticketing, reservations,
18 ordering, and/or entertainment information technology systems comprising said
19 services, products, software, components and/or systems in the United States,
20 including this Judicial District.

21 6. This Court has personal jurisdiction over Defendant because
22 Defendant commits acts of patent infringement in this Judicial District including,
23 *inter alia*, making, using, offering for sale or license, and/or selling or licensing
24 infringing services, products, software, components and/or systems in this
25 Judicial District.

26 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§
27 1391(b) and (c) and 1400(b).

1 **BACKGROUND**

2 8. Ameranth was established in 1996 to develop and provide its 21st
3 Century Communications™ innovative information technology solutions for the
4 hospitality industry (inclusive of, e.g., restaurants, hotels, casinos, nightclubs,
5 cruise ships and other entertainment and sports venues). Ameranth has been
6 widely recognized as a technology leader in the provision of wireless and
7 internet-based systems and services to, *inter alia*, restaurants, hotels, casinos,
8 cruise ships and entertainment and sports venues. Ameranth’s award winning
9 inventions enable, in relevant part, generation and synchronization of menus,
10 including but not limited to restaurant menus, event tickets, and other products
11 across fixed, wireless and/or internet platforms as well as synchronization of
12 hospitality information and hospitality software applications across fixed,
13 wireless and internet platforms, including but not limited to, computer servers,
14 web servers, databases, affinity/social networking systems, desktop computers,
15 laptops, “smart” phones and other wireless handheld computing devices.

16 9. Ameranth began development of the inventions leading to the
17 patents-in-suit and the other patents in this patent family in the late Summer of
18 1998, at a time when the then-available wireless and internet hospitality offerings
19 were extremely limited in functionality, were not synchronized and did not
20 provide an integrated system-wide solution to the pervasive ordering,
21 reservations, ticketing, affinity program and information management needs of
22 the hospitality industry. Ameranth uniquely recognized the actual problems that
23 needed to be resolved in order to meet those needs, and thereafter conceived and
24 developed its breakthrough inventions and products to provide systemic and
25 comprehensive solutions directed to optimally meeting these industry needs.
26 Ameranth has expended considerable effort and resources in inventing,
27 developing and marketing its inventions and protecting its rights therein.

1 10. Ameranth's pioneering inventions have been widely adopted and are
2 thus now essential to the modern wireless hospitality enterprise of the 21st
3 Century. Ameranth's solutions have been adopted, licensed and/or deployed by
4 numerous entities across the hospitality industry.

5 11. The adoption of Ameranth's technology by industry leaders and the
6 wide acclaim received by Ameranth for its technological innovations are just
7 some of the many confirmations of the breakthrough aspects of Ameranth's
8 inventions. Ameranth has received twelve different technology awards (three
9 with "end customer" partners) and has been widely recognized as a hospitality
10 wireless/internet technology leader by almost all major national and hospitality
11 print publications, *e.g.*, The Wall Street Journal, New York Times, USA Today
12 and many others. Ameranth was personally nominated by Bill Gates, the
13 Founder of Microsoft, for the prestigious Computerworld Honors Award that
14 Ameranth received in 2001 for its breakthrough synchronized
15 reservations/ticketing system with the Improv Comedy Theatres. In his
16 nomination, Mr. Gates described Ameranth as "one of the leading pioneers of
17 information technology for the betterment of mankind." This prestigious award
18 was based on Ameranth's innovative synchronization of wireless/web/fixed
19 hospitality software technology. Subsequently, the United States Patent and
20 Trademark Office granted Ameranth a number of currently-issued patents, three
21 of which are the basis for this lawsuit. Ameranth has issued press releases
22 announcing these patent grants on business wires, on its web sites and at
23 numerous trade shows since the first of the two presently-asserted patents issued
24 in 2002. A number of companies have licensed patents and technology from
25 Ameranth, recognizing and confirming the value of Ameranth's innovations.

26 12. On information and belief, Defendant has long had knowledge of the
27 patents-in-suit, because of, *inter alia*, industry acclaim for Ameranth's products
28 and inventions, the success of the ticketing system developed by Ameranth, the

1 widespread knowledge in the hospitality industry of the Ameranth patents, the
2 patent license agreements that Ameranth has entered into with numerous
3 companies in the hospitality industry, and the lawsuits Ameranth has initiated
4 against infringers, including ticketing companies such as TicketMob,
5 TicketMaster, and StubHub.

6 **RELATED CASES PREVIOUSLY FILED**

7 13. The Ameranth patents asserted herein, U.S. Patent No. 6,384,850 (the
8 “850 patent”), U.S. Patent No. 6,871,325 (the “325 patent”), and U.S. Patent
9 No. 8,146,077 (the “077 patent”), are all patents in Ameranth’s “Information
10 Management and Synchronous Communications” patent family.

11 14. Ameranth is also currently asserting claims of these same patents in
12 separate lawsuits, against other defendants, that are already pending in this Court.

13 **COUNT I**

14 **Patent Infringement (U.S. Pat. No. 6,384,850)**

15 **(35 U.S.C. § 271)**

16 15. Plaintiff reiterates and incorporates the allegations set forth in
17 paragraphs 1-14 above as if fully set forth herein.

18 16. On May 7, 2002, United States Patent No. 6,384,850 entitled
19 “Information Management and Synchronous Communications System with Menu
20 Generation” (“the ‘850 patent”) (a true and copy of which is attached hereto as
21 **Exhibit A**) was duly and legally issued by the United States Patent & Trademark
22 Office.

23 17. Plaintiff Ameranth is the lawful owner by assignment of all right,
24 title and interest in and to the ‘850 patent.

25 18. On information and belief, Defendant directly infringes and continues
26 to directly infringe one or more valid and enforceable claims of the ‘850 patent,
27 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license
28 and/or selling or licensing infringing systems, products, and/or services in the

1 United States (including, *inter alia*, making and using the claimed inventions
2 when it tests infringing systems, products, and/or services with wireless handheld
3 computing devices) without authority or license from Ameranth, including but
4 not limited to the Eventbrite system/product/service, which includes, *inter alia*,
5 wireless and internet ticketing integration, online and mobile ticketing/ticket
6 sales/ticket purchases, integration with e-mail and affinity program and social
7 media applications such as Facebook, Twitter, Groupon, and YouTube,
8 integration with Apple Inc.'s Passbook System, and/or other third-party web-
9 based applications, and other hospitality aspects (the "Eventbrite System").

10 19. On information and belief, the Eventbrite System, as deployed and/or
11 used at or from one or more locations by Eventbrite, its agents, distributors,
12 partners, affiliates, licensees, and/or their customers, infringes one or more valid
13 and enforceable claims of the '850 patent, by, *inter alia*, doing at least one of the
14 following: (a) enabling the generation and transmission of menus in a system
15 including a central processing unit, a data storage device, a computer operating
16 system containing a graphical user interface, one or more displayable main
17 menus, modifier menus, and sub-modifier menus, and application software for
18 generating a second menu and transmitting it to a wireless handheld computing
19 device or a Web page; and/or (b) enabling ticketing/ticket sales/ticket purchases
20 and other hospitality functions via iPhone, Android, and other internet-enabled
21 wireless handheld computing devices as well as via Web pages, storing
22 hospitality information and data on at least one central database, on at least one
23 wireless handheld computing device, and on at least one Web server and Web
24 page, and synchronizing of applications and data, including but not limited to
25 applications and data relating to ordering, between at least one central database,
26 wireless handheld computing devices, and at least one Web server and Web page;
27 utilizing an interface that provides a single point of entry that allows the
28 synchronization of at least one wireless handheld computing device and at least

1 one Web page with at least one central database; allowing information to be
2 entered via Web pages, transmitted over the internet, and automatically
3 communicated to at least one central database and to wireless handheld
4 computing devices; allowing information to be entered via wireless handheld
5 computing devices, transmitted over the internet, and automatically
6 communicated to at least one central database and to Web pages.

7 20. On information and belief, defendant Eventbrite has indirectly
8 infringed and continues to indirectly infringe one or more valid and enforceable
9 claims of the '850 patent, in violation of 35 U.S.C. § 271(b), by actively,
10 knowingly, and intentionally inducing direct infringement by other persons,
11 including but not limited to Eventbrite's ticketing service customers and
12 consumers who purchase tickets via the Eventbrite System.

13 21. On information and belief, customers of Eventbrite, including
14 consumers and others, use the Eventbrite System. Eventbrite provides instruction
15 and direction regarding the use of the Eventbrite System, and advertises,
16 promotes, and encourages the use of the Eventbrite System.

17 22. On information and belief, the Eventbrite System infringes one or
18 more valid and enforceable claims of the '850 patent for the reasons set forth
19 hereinabove.

20 23. On information and belief, Defendant has had knowledge of the '850
21 patent as set forth hereinabove, and at a minimum no later than the filing of this
22 Complaint. Additionally, on information and belief, Defendant knew or should
23 have known that its continued offering and deployment of the Eventbrite System,
24 and its continued support of consumers and other users of this
25 system/product/service, would induce direct infringement by those users, and
26 Defendant intended that its actions would induce direct infringement of the patent
27 by those users.

28

1 24. On information and belief, Defendant has indirectly infringed and
2 continues to indirectly infringe one or more valid and enforceable claims of the
3 ‘850 patent, in violation of 35 U.S.C. § 271(c).

4 25. By distributing, selling, offering, offering to sell or license and/or
5 selling or licensing the Eventbrite System, Eventbrite provides non-staple articles
6 of commerce to others for use in infringing systems, products, and/or services.
7 Additionally, Eventbrite provides instruction and direction regarding the use of
8 the Eventbrite System, and advertises, promotes, and encourages the use of the
9 Eventbrite System. Users of one or more of the Eventbrite System directly
10 infringe one or more valid and enforceable claims of the ‘850 patent for the
11 reasons set forth hereinabove.

12 26. On information and belief, the Eventbrite System infringes one or
13 more valid and enforceable claims of the ‘850 patent, for the reasons set forth
14 hereinabove.

15 27. On information and belief, Eventbrite has had knowledge of the ‘850
16 patent, as set forth hereinabove, including knowledge that the Eventbrite System,
17 which is a non-staple article of commerce, has been used as a material part of the
18 claimed invention of the ‘850 patent, and that there are no substantial non-
19 infringing uses for the Eventbrite System.

20 28. On information and belief, the aforesaid infringing activities of
21 defendant Eventbrite have been done with knowledge and willful disregard of
22 Ameranth’s patent rights, making this an exceptional case within the meaning of
23 35 U.S.C. § 285.

24 29. The aforesaid infringing activity of defendant Eventbrite has directly
25 and proximately caused damage to plaintiff Ameranth, including loss of profits
26 from sales and/or licensing revenues it would have made but for the
27 infringements. Unless enjoined, the aforesaid infringing activity will continue
28

1 and cause irreparable injury to Ameranth for which there is no adequate remedy
2 at law.

3 **COUNT II**

4 **Patent Infringement (U.S. Pat. No. 6,871,325)**

5 **(35 U.S.C. § 271)**

6 30. Plaintiff reiterates and reincorporates the allegations set forth in
7 paragraphs 1-29 above as if fully set forth herein.

8 31. On March 22, 2005, United States Patent No. 6,871,325 entitled
9 “Information Management and Synchronous Communications System with Menu
10 Generation” (“the ‘325 patent”) (a true and correct copy of which is attached
11 hereto as **Exhibit B**) was duly and legally issued by the United States Patent &
12 Trademark Office.

13 32. Plaintiff Ameranth is the lawful owner by assignment of all right,
14 title and interest in and to the ‘325 patent.

15 33. On information and belief, Defendant directly infringes and continues
16 to directly infringe one or more valid and enforceable claims of the ‘325 patent,
17 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license
18 and/or selling or licensing infringing systems, products, and/or services in the
19 United States (including, *inter alia*, making and using the claimed inventions
20 when it tests infringing systems, products, and/or services with wireless handheld
21 computing devices) without authority or license from Ameranth, including but
22 not limited to the Eventbrite System.

23 34. On information and belief, the Eventbrite System, as deployed and/or
24 used at or from one or more locations by Eventbrite, its agents, distributors,
25 partners, affiliates, licensees, and/or their customers, infringes one or more valid
26 and enforceable claims of the ‘325 patent, by, *inter alia*, doing at least one of the
27 following: (a) enabling the generation and transmission of menus in a system
28 including a central processing unit, a data storage device, a computer operating

1 system containing a graphical user interface, one or more displayable main
2 menus, modifier menus, and sub-modifier menus, and application software for
3 generating a second menu and transmitting it to a wireless handheld computing
4 device or a Web page; and/or (b) enabling ticketing/ticket sales/ticket purchases
5 and other hospitality functions via iPhone, Android, and other internet-enabled
6 wireless handheld computing devices as well as via Web pages, storing
7 hospitality information and data on at least one central database, on at least one
8 wireless handheld computing device, and on at least one Web server and Web
9 page, and synchronizing of applications and data, including but not limited to
10 applications and data relating to orders, between at least one central database,
11 wireless handheld computing devices, and at least one Web server and Web page;
12 and sending alerts, confirmations, and other information regarding orders to
13 various wireless mobile devices.

14 35. On information and belief, Defendant has indirectly infringed and
15 continues to indirectly infringe one or more valid and enforceable claims of the
16 ‘325 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
17 intentionally inducing direct infringement by other persons, including
18 Eventbrite’s ticketing service customers and consumers who purchase tickets via
19 the Eventbrite System.

20 36. On information and belief, customers of Eventbrite, including
21 consumers and others, use the Eventbrite System in a manner that infringes upon
22 one or more valid and enforceable claims of the ‘325 patent. Eventbrite provides
23 instruction and direction regarding the use of the Eventbrite System and
24 advertises, promotes, and encourages the use of the Eventbrite System.

25 37. On information and belief, Defendant actively induces others to
26 infringe the ‘325 patent in violation of 35 U.S.C. §271(b) by knowingly
27 encouraging, aiding and abetting customers of Eventbrite, including consumers
28

1 and others, to use the infringing Eventbrite System in the United States without
2 authority or license from Ameranth.

3 38. On information and belief, Defendant has had knowledge of the ‘325
4 patent as set forth hereinabove, and at a minimum no later than the filing of this
5 Complaint. Additionally, on information and belief, Defendant knew or should
6 have known that its continued offering and deployment of the Eventbrite System,
7 and its continued support of consumers and other users of this
8 system/product/service, would induce direct infringement by those users, and
9 Defendant intended that its actions would induce direct infringement of the patent
10 by those users.

11 39. On information and belief, Defendant contributorily infringes and
12 continues to contributorily infringe one or more valid and enforceable claims of
13 the ‘325 patent, in violation of 35 U.S.C. § 271(c) by offering to sell and/or
14 selling components of systems on which claims of the ‘325 patent read,
15 constituting a material part of the invention, knowing that the components were
16 especially adapted for use in systems which infringe claims of the ‘325 patent.

17 40. By distributing, selling, offering, offering to sell or license and/or
18 selling or licensing the Eventbrite System, Defendant provides non-staple articles
19 of commerce to others for use in infringing systems, products, and/or services.
20 Additionally, Eventbrite provides instruction and direction regarding the use of
21 the Eventbrite System and advertises, promotes, and encourages the use of the
22 Eventbrite System. Users of the Eventbrite System directly infringe one or more
23 valid and enforceable claims of the ‘325 patent, for the reasons set forth
24 hereinabove.

25 41. On information and belief, the Eventbrite System infringes one or
26 more valid and enforceable claims of the ‘325 patent, for the reasons set forth
27 hereinabove.

28

1 42. On information and belief, Eventbrite has had knowledge of the ‘325
2 patent, as set forth hereinabove, including knowledge that the Eventbrite System,
3 which is a non-staple articles of commerce, has been used as a material part of
4 the claimed invention of the ‘325 patent, and that there are no substantial non-
5 infringing uses for the Eventbrite System.

6 43. On information and belief, the aforesaid infringing activities of
7 defendant Eventbrite have been done with knowledge and willful disregard of
8 Ameranth’s patent rights, making this an exceptional case within the meaning of
9 35 U.S.C. § 285.

10 44. The aforesaid infringing activity of defendant Eventbrite has directly
11 and proximately caused damage to plaintiff Ameranth, including loss of profits
12 from sales and/or licensing revenues it would have made but for the
13 infringements. Unless enjoined, the aforesaid infringing activity will continue
14 and cause irreparable injury to Ameranth for which there is no adequate remedy
15 at law.

16 **COUNT III**

17 **Patent Infringement (U.S. Pat. No. 8,146,077)**

18 **(35 U.S.C. § 271)**

19 45. Plaintiff reiterates and incorporates the allegations set forth in
20 paragraphs 1-44 above as if fully set forth herein.

21 46. On March 27, 2012, United States Patent No. 8,146,077 entitled
22 “Information Management and Synchronous Communications System with Menu
23 Generation, and Handwriting and Voice Modification of Orders” (the “’077
24 patent”) (a true copy of which is attached hereto as **Exhibit C** and incorporated
25 herein by reference) was duly and legally issued by the United States Patent &
26 Trademark Office.

27 47. Plaintiff Ameranth is the lawful owner by assignment of all right,
28 title and interest in and to the ‘077 patent.

1 48. On information and belief, Defendant directly infringes and continues
2 to directly infringe one or more valid and enforceable claims of the '077 patent,
3 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license
4 and/or selling or licensing infringing systems, products, and/or services in the
5 United States (including, *inter alia*, making and using the claimed inventions
6 when it tests infringing systems, products, and/or services with wireless handheld
7 computing devices) without authority or license from Ameranth, including but
8 not limited to the Eventbrite System.

9 49. On information and belief, the Eventbrite System, as deployed and/or
10 used at or from one or more locations by Eventbrite, its agents, distributors,
11 partners, affiliates, licensees, and/or their customers, infringes one or more valid
12 and enforceable claims of the '077 patent, by, *inter alia*, doing at least one of the
13 following: (a) enabling the configuring and transmitting of menus in a system
14 including a central processing unit, a data storage device, a computer operating
15 system containing a graphical user interface, one or more displayable master
16 menus, menu configuration software enabled to generate a menu configuration
17 for a wireless handheld computing device in conformity with a customized
18 display layout, and enabled for synchronous communications and to format the
19 menu configuration for a customized display layout of at least two different
20 wireless handheld computing device display sizes, and/or (b) enabling
21 ticketing/ticket sales/ticket purchases and other hospitality functions via iPhone,
22 Android, and other internet-enabled wireless handheld computing devices as well
23 as via Web pages, storing hospitality information and data on at least one
24 database, on at least one wireless handheld computing device, and on at least one
25 Web server and Web page, and synchronizing of applications and data, including
26 but not limited to applications and data relating to orders, between at least one
27 database, wireless handheld computing devices, and at least one Web server and
28 Web page; utilizing communications control software enabled to link and

1 synchronize hospitality information between at least one database, wireless
2 handheld computing device, and web page, to display information on web pages
3 and on different wireless handheld computing device display sizes, and to allow
4 information to be entered via Web pages, transmitted over the internet, and
5 automatically communicated to at least one database and to wireless handheld
6 computing devices; allowing information to be entered via wireless handheld
7 computing devices, transmitted over the internet, and automatically
8 communicated to at least one database and to Web pages.

9 50. On information and belief, Defendant has indirectly infringed and
10 continues to indirectly infringe one or more valid and enforceable claims of the
11 '077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
12 intentionally inducing direct infringement by other persons, including customers
13 of Eventbrite's ticketing services and consumers who purchase tickets via the
14 Eventbrite System. .

15 51. On information and belief, customers of Eventbrite, including
16 consumers and others, use the Eventbrite System in a manner that infringes upon
17 one or more valid and enforceable claims of the '077 patent. Eventbrite provides
18 instruction and direction regarding the use of the Eventbrite System and
19 advertises, promotes, and encourages the use of the Eventbrite System.

20 52. On information and belief, Defendant actively induces others to
21 infringe the '077 patent in violation of 35 U.S.C. §271(b) by knowingly
22 encouraging, aiding and abetting customers of Eventbrite, including consumers
23 and others, to use the infringing Eventbrite System in the United States without
24 authority or license from Ameranth.

25 53. On information and belief, Defendant has had knowledge of the '077
26 patent as set forth hereinabove, and at a minimum no later than the filing of this
27 Complaint. Additionally, on information and belief, Defendant knew or should
28 have known that its continued offering and deployment of the Eventbrite System,

1 and its continued support of consumers and other users of this
2 system/product/service, would induce direct infringement by those users, and
3 Defendant intended that its actions would induce direct infringement of the patent
4 by those users.

5 54. On information and belief, Defendant contributorily infringes and
6 continues to contributorily infringe one or more valid and enforceable claims of
7 the '077 patent, in violation of 35 U.S.C. § 271(c) by offering to sell and/or
8 selling components of systems on which claims of the '077 patent read,
9 constituting a material part of the invention, knowing that the components were
10 especially adapted for use in systems which infringe claims of the '077 patent.

11 55. By distributing, selling, offering, offering to sell or license and/or
12 selling or licensing the Eventbrite System, Defendant provides non-staple articles
13 of commerce to others for use in infringing systems, products, and/or services.
14 Additionally, Eventbrite provides instruction and direction regarding the use of
15 the Eventbrite System and advertises, promotes, and encourages the use of the
16 Eventbrite System. Users of the Eventbrite System directly infringe one or more
17 valid and enforceable claims of the '077 patent, for the reasons set forth
18 hereinabove.

19 56. On information and belief, the Eventbrite System infringes one or
20 more valid and enforceable claims of the '077 patent, for the reasons set forth
21 hereinabove.

22 57. On information and belief, Eventbrite has had knowledge of the '077
23 patent, as set forth hereinabove, including knowledge that the Eventbrite System,
24 which is a non-staple article of commerce, has been used as a material part of the
25 claimed invention of the '077 patent, and that there are no substantial non-
26 infringing uses for the Eventbrite System.

27 58. On information and belief, the aforesaid infringing activities of
28 defendant Eventbrite have been done with knowledge and willful disregard of

1 Ameranth's patent rights, making this an exceptional case within the meaning of
2 35 U.S.C. § 285.

3 59. The aforesaid infringing activity of defendant Eventbrite has directly
4 and proximately caused damage to plaintiff Ameranth, including loss of profits
5 from sales and/or licensing revenues it would have made but for the
6 infringements. Unless enjoined, the aforesaid infringing activity will continue
7 and cause irreparable injury to Ameranth for which there is no adequate remedy
8 at law.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, plaintiff Ameranth respectfully prays for judgment against
11 Defendant, as follows:

12 1. Adjudging that the manufacture, use, offer for sale or license and /or
13 sale or license of the Eventbrite System infringes valid and enforceable claims of
14 the '850 patent, and the '325 patent, and the '077 patent, as set forth hereinabove;

15 2. Adjudging that Defendant has infringed, actively induced others to
16 infringe and/or contributorily infringed valid and enforceable claims of the '850
17 patent, and the '325 patent, and the '077 patent, as set forth hereinabove;

18 3. Adjudging that Defendant's infringement of the valid and
19 enforceable claims of the '850 patent, and the '325 patent, and the '077 patent,
20 has been knowing and willful;

21 4. Enjoining Defendant, and its officers, directors, employees,
22 attorneys, agents, representatives, parents, subsidiaries, affiliates and all other
23 persons acting in concert, participation or privity with Defendant, and their
24 successors and assigns, from infringing, contributorily infringing and/or inducing
25 others to infringe the valid and enforceable claims of the '850 patent, and the
26 '325 patent, and the '077 patent;

