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Attorneys for Plaintiff Ameranth, Inc.

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

AMERANTH, INC.

Plaintiff,

v.

TICKETBISCUIT, LLC,

Defendant.

Case No. '13CV0352 AJB KSC

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 **COMPLAINT FOR PATENT INFRINGEMENT**

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

4 **PARTIES**

5 1. Plaintiff Ameranth is a Delaware corporation having a principal
6 place 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 TicketBiscuit is, on information and belief, a Delaware
17 limited liability company with a principal place of business and headquarters in
18 Hoover, Alabama. On information and belief, TicketBiscuit 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 TicketBiscuit System as defined herein. TicketBiscuit provides online/mobile
23 ticketing services to more than 500 U.S. concert venues, comedy clubs,
24 museums, and other businesses, and sells and distributes tickets online, through
25 mobile devices, through Facebook pages, and/or through Apple Inc.’s Passbook
26 System. TicketBiscuit enables the storage of tickets purchased via TicketBiscuit
27 in Passbook, on any iPhone or iPodTouch running iOS6, either through a ticket
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1 order confirmation email; or through the purchase of tickets via an iPhone or
2 iPodTouch running iOS6.

3 **JURISDICTION AND VENUE**

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

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

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

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

25 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§
26 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
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1 and inventions, the success of the ticketing system developed by Ameranth, the
2 widespread knowledge in the hospitality industry of the Ameranth patents, the
3 patent license agreements that Ameranth has entered into with numerous
4 companies in the hospitality industry, and the lawsuits Ameranth has initiated
5 against infringers, including ticketing companies such as TicketMob,
6 TicketMaster, and StubHub.

7 **RELATED CASES PREVIOUSLY FILED**

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

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

14 **COUNT I**

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

16 **(35 U.S.C. § 271)**

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

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

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

26 18. On information and belief, Defendant directly infringes and
27 continues to directly infringe one or more valid and enforceable claims of the
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1 ‘850 patent, in violation of 35 U.S.C. § 271(a) by making, using, offering for sale
2 or license and/or selling or licensing infringing systems, products, and/or services
3 in the United States (including, *inter alia*, making and using the claimed
4 inventions when it tests infringing systems, products, and/or services with
5 wireless handheld computing devices) without authority or license from
6 Ameranth, including but not limited to the TicketBiscuit system/product/service,
7 which includes, *inter alia*, wireless and internet ticketing integration, online and
8 mobile ticketing/ticket sales/ticket purchases, integration with e-mail and affinity
9 program and social media applications such as Facebook, Twitter, Groupon, and
10 YouTube, integration with Apple Inc.’s Passbook System, and/or other third-
11 party web-based applications, and other hospitality aspects (the “TicketBiscuit
12 System”).

13 19. On information and belief, the TicketBiscuit System, as
14 deployed and/or used at or from one or more locations by TicketBiscuit, its
15 agents, distributors, partners, affiliates, licensees, and/or their customers,
16 infringes one or more valid and enforceable claims of the ‘850 patent, by, *inter*
17 *alia*, doing at least one of the following: (a) enabling the generation and
18 transmission of menus in a system including a central processing unit, a data
19 storage device, a computer operating system containing a graphical user
20 interface, one or more displayable main menus, modifier menus, and sub-
21 modifier menus, and application software for generating a second menu and
22 transmitting it to a wireless handheld computing device or a Web page; and/or (b)
23 enabling ticketing/ticket sales/ticket purchases and other hospitality functions via
24 iPhone, Android, and other internet-enabled wireless handheld computing
25 devices as well as via Web pages, storing hospitality information and data on at
26 least one central database, on at least one wireless handheld computing device,
27 and on at least one Web server and Web page, and synchronizing of applications

1 and data, including but not limited to applications and data relating to ordering,
2 between at least one central database, wireless handheld computing devices, and
3 at least one Web server and Web page; utilizing an interface that provides a
4 single point of entry that allows the synchronization of at least one wireless
5 handheld computing device and at least one Web page with at least one central
6 database; allowing information to be entered via Web pages, transmitted over the
7 internet, and automatically communicated to at least one central database and to
8 wireless handheld computing devices; allowing information to be entered via
9 wireless handheld computing devices, transmitted over the internet, and
10 automatically communicated to at least one central database and to Web pages.

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

17 21. On information and belief, customers of TicketBiscuit, including
18 consumers and others, use the TicketBiscuit System. TicketBiscuit provides
19 instruction and direction regarding the use of the TicketBiscuit System, and
20 advertises, promotes, and encourages the use of the TicketBiscuit System.

21 22. On information and belief, the TicketBiscuit System infringes one or
22 more valid and enforceable claims of the '850 patent for the reasons set forth
23 hereinabove.

24 23. On information and belief, Defendant has had knowledge of the '850
25 patent as set forth hereinabove, and at a minimum no later than the filing of this
26 Complaint. Additionally, on information and belief, Defendant knew or should
27 have known that its continued offering and deployment of the TicketBiscuit
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1 System, 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 24. On information and belief, Defendant has indirectly infringed and
6 continues to indirectly infringe one or more valid and enforceable claims of the
7 ‘850 patent, in violation of 35 U.S.C. § 271(c).

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

16 26. On information and belief, the TicketBiscuit System infringes one or
17 more valid and enforceable claims of the ‘850 patent, for the reasons set forth
18 hereinabove.

19 27. On information and belief, TicketBiscuit has had knowledge of the
20 ‘850 patent, as set forth hereinabove, including knowledge that the TicketBiscuit
21 System, which is a non-staple article of commerce, has been used as a material
22 part of the claimed invention of the ‘850 patent, and that there are no substantial
23 non-infringing uses for the TicketBiscuit System.

24 28. On information and belief, the aforesaid infringing activities of
25 defendant TicketBiscuit have been done with knowledge and willful disregard of
26 Ameranth’s patent rights, making this an exceptional case within the meaning of
27 35 U.S.C. § 285.

1 34. On information and belief, the TicketBiscuit System, as
2 deployed and/or used at or from one or more locations by TicketBiscuit, its
3 agents, distributors, partners, affiliates, licensees, and/or their customers,
4 infringes one or more valid and enforceable claims of the '325 patent, by, *inter*
5 *alia*, doing at least one of the following: (a) enabling the generation and
6 transmission of menus in a system including a central processing unit, a data
7 storage device, a computer operating system containing a graphical user
8 interface, one or more displayable main menus, modifier menus, and sub-
9 modifier menus, and application software for generating a second menu and
10 transmitting it to a wireless handheld computing device or a Web page; and/or (b)
11 enabling ticketing/ticket sales/ticket purchases and other hospitality functions via
12 iPhone, Android, and other internet-enabled wireless handheld computing
13 devices as well as via Web pages, storing hospitality information and data on at
14 least one central database, on at least one wireless handheld computing device,
15 and on at least one Web server and Web page, and synchronizing of applications
16 and data, including but not limited to applications and data relating to orders,
17 between at least one central database, wireless handheld computing devices, and
18 at least one Web server and Web page; and sending alerts, confirmations, and
19 other information regarding orders to various wireless mobile devices.

20 35. On information and belief, Defendant has indirectly infringed and
21 continues to indirectly infringe one or more valid and enforceable claims of the
22 '325 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
23 intentionally inducing direct infringement by other persons, including
24 TicketBiscuit's ticketing service customers and consumers who purchase tickets
25 via the TicketBiscuit System.

26 36. On information and belief, customers of TicketBiscuit, including
27 consumers and others, use the TicketBiscuit System in a manner that infringes
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1 upon one or more valid and enforceable claims of the '325 patent. TicketBiscuit
2 provides instruction and direction regarding the use of the TicketBiscuit System
3 and advertises, promotes, and encourages the use of the TicketBiscuit System.

4 37. On information and belief, Defendant actively induces others to
5 infringe the '325 patent in violation of 35 U.S.C. §271(b) by knowingly
6 encouraging, aiding and abetting customers of TicketBiscuit, including
7 consumers and others, to use the infringing TicketBiscuit System in the United
8 States without authority or license from Ameranth.

9 38. On information and belief, Defendant has had knowledge of the '325
10 patent as set forth hereinabove, and at a minimum no later than the filing of this
11 Complaint. Additionally, on information and belief, Defendant knew or should
12 have known that its continued offering and deployment of the TicketBiscuit
13 System, and its continued support of consumers and other users of this
14 system/product/service, would induce direct infringement by those users, and
15 Defendant intended that its actions would induce direct infringement of the patent
16 by those users.

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

23 40. By distributing, selling, offering, offering to sell or license and/or
24 selling or licensing the TicketBiscuit System, Defendant provides non-staple
25 articles of commerce to others for use in infringing systems, products, and/or
26 services. Additionally, TicketBiscuit provides instruction and direction regarding
27 the use of the TicketBiscuit System and advertises, promotes, and encourages the
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1 use of the TicketBiscuit System. Users of the TicketBiscuit System directly
2 infringe one or more valid and enforceable claims of the '325 patent, for the
3 reasons set forth hereinabove.

4 41. On information and belief, the TicketBiscuit System infringes one or
5 more valid and enforceable claims of the '325 patent, for the reasons set forth
6 hereinabove.

7 42. On information and belief, TicketBiscuit has had knowledge of the
8 '325 patent, as set forth hereinabove, including knowledge that the TicketBiscuit
9 System, which is a non-staple articles of commerce, has been used as a material
10 part of the claimed invention of the '325 patent, and that there are no substantial
11 non-infringing uses for the TicketBiscuit System.

12 43. On information and belief, the aforesaid infringing activities of
13 defendant TicketBiscuit have been done with knowledge and willful disregard of
14 Ameranth's patent rights, making this an exceptional case within the meaning of
15 35 U.S.C. § 285.

16 44. The aforesaid infringing activity of defendant TicketBiscuit has
17 directly and proximately caused damage to plaintiff Ameranth, including loss of
18 profits from sales and/or licensing revenues it would have made but for the
19 infringements. Unless enjoined, the aforesaid infringing activity will continue
20 and cause irreparable injury to Ameranth for which there is no adequate remedy
21 at law.

22 **COUNT III**

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

24 **(35 U.S.C. § 271)**

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

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

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

9 48. On information and belief, Defendant directly infringes and
10 continues to directly infringe one or more valid and enforceable claims of the
11 ‘077 patent, in violation of 35 U.S.C. § 271(a) by making, using, offering for sale
12 or license and/or selling or licensing infringing systems, products, and/or services
13 in the United States (including, *inter alia*, making and using the claimed
14 inventions when it tests infringing systems, products, and/or services with
15 wireless handheld computing devices) without authority or license from
16 Ameranth, including but not limited to the TicketBiscuit System.

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

18 50. On information and belief, Defendant has indirectly infringed and
19 continues to indirectly infringe one or more valid and enforceable claims of the
20 '077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
21 intentionally inducing direct infringement by other persons, including customers
22 of TicketBiscuit's ticketing services and consumers who purchase tickets via the
23 TicketBiscuit System.

24 51. On information and belief, customers of TicketBiscuit, including
25 consumers and others, use the TicketBiscuit System in a manner that infringes
26 upon one or more valid and enforceable claims of the '077 patent. TicketBiscuit
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1 provides instruction and direction regarding the use of the TicketBiscuit System
2 and advertises, promotes, and encourages the use of the TicketBiscuit System.

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

8 53. On information and belief, Defendant has had knowledge of the '077
9 patent as set forth hereinabove, and at a minimum no later than the filing of this
10 Complaint. Additionally, on information and belief, Defendant knew or should
11 have known that its continued offering and deployment of the TicketBiscuit
12 System, and its continued support of consumers and other users of this
13 system/product/service, would induce direct infringement by those users, and
14 Defendant intended that its actions would induce direct infringement of the patent
15 by those users.

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

22 55. By distributing, selling, offering, offering to sell or license and/or
23 selling or licensing the TicketBiscuit System, Defendant provides non-staple
24 articles of commerce to others for use in infringing systems, products, and/or
25 services. Additionally, TicketBiscuit provides instruction and direction regarding
26 the use of the TicketBiscuit System and advertises, promotes, and encourages the
27 use of the TicketBiscuit System. Users of the TicketBiscuit System directly
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1 infringe one or more valid and enforceable claims of the '077 patent, for the
2 reasons set forth hereinabove.

3 56. On information and belief, the TicketBiscuit System infringes one or
4 more valid and enforceable claims of the '077 patent, for the reasons set forth
5 hereinabove.

6 57. On information and belief, TicketBiscuit has had knowledge of the
7 '077 patent, as set forth hereinabove, including knowledge that the TicketBiscuit
8 System, which is a non-staple article of commerce, has been used as a material
9 part of the claimed invention of the '077 patent, and that there are no substantial
10 non-infringing uses for the TicketBiscuit System.

11 58. On information and belief, the aforesaid infringing activities of
12 defendant TicketBiscuit have been done with knowledge and willful disregard of
13 Ameranth's patent rights, making this an exceptional case within the meaning of
14 35 U.S.C. § 285.

15 59. The aforesaid infringing activity of defendant TicketBiscuit has
16 directly and proximately caused damage to plaintiff Ameranth, including loss of
17 profits from sales and/or licensing revenues it would have made but for the
18 infringements. Unless enjoined, the aforesaid infringing activity will continue
19 and cause irreparable injury to Ameranth for which there is no adequate remedy
20 at law.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, plaintiff Ameranth respectfully prays for judgment against
23 Defendant, as follows:

24 1. Adjudging that the manufacture, use, offer for sale or license and /or
25 sale or license of the TicketBiscuit System infringes valid and enforceable claims
26 of the '850 patent, and the '325 patent, and the '077 patent, as set forth
27 hereinabove;

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

4 3. Adjudging that Defendant’s infringement of the valid and
5 enforceable claims of the ‘850 patent, and the ‘325 patent, and the ‘077 patent,
6 has been knowing and willful;

7 4. Enjoining Defendant, and its officers, directors, employees,
8 attorneys, agents, representatives, parents, subsidiaries, affiliates and all other
9 persons acting in concert, participation or privity with Defendant, and their
10 successors and assigns, from infringing, contributorily infringing and/or inducing
11 others to infringe the valid and enforceable claims of the ‘850 patent, and the
12 ‘325 patent, and the ‘077 patent;

13 5. Awarding Ameranth the damages it has sustained by reason of
14 Defendant’s infringement, together with interest and costs pursuant to 35 U.S.C.
15 § 284;

16 6. Awarding Ameranth increased damages of three times the amount of
17 damages found or assessed against Defendant by reason of the knowing, willful
18 and deliberate nature of Defendant’s acts of infringement pursuant to 35 U.S.C. §
19 284;

20 7. Adjudging this to be an exceptional case and awarding Ameranth its
21 attorney’s fees pursuant to 35 U.S.C. §285;

22 8. Awarding to Ameranth its costs of suit, and interest as provided by
23 law; and

24 9. Awarding to Ameranth such other and further relief that this Court
25 may deem just and proper.

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DEMAND FOR JURY TRIAL

Ameranth demands trial by jury of its claims set forth herein to the maximum extent permitted by law.

Respectfully submitted,

Dated: February 13, 2013

CALDARELLI HEJMANOWSKI & PAGE LLP

By: /s/ William J. Caldarelli

William J. Caldarelli

FABIANO LAW FIRM, P.C.

Michael D. Fabiano

OSBORNE LAW LLC

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Attorneys for Plaintiff AMERANTH, INC.