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

AMERANTH, INC.

Plaintiff,

v.

TICKETFLY, INC.,

Defendant.

Case No. '13CV0353 BTM BGS

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc. (“Ameranth”), for its Complaint against defendant  
3 Ticketfly, Inc. (“Ticketfly” 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 21<sup>st</sup> 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 Ticketfly 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, Ticketfly 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 Ticketfly System as defined herein. Ticketfly is an event ticketing business that  
23 provides online/mobile ticketing sales and other services. Ticketfly offers its  
24 service as “Tickets Everywhere”, and sells and distributes event tickets online,  
25 through mobile devices, through Facebook pages, and/or through Apple Inc.’s  
26 Passbook System for iOS devices or (with mobile barcodes) to Android devices  
27 and other smartphones. TicketFly enables the storage of tickets purchased via  
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1 TicketFly in Passbook, on any iPhone or iPodTouch running iOS6, either through  
2 a ticket order confirmation email; or through the purchase of tickets via an iPhone  
3 or iPodTouch running iOS6. Ticketfly also offers an iPhone app that enables  
4 promoters and venues to use an iPhone to scan ticket barcodes and synchronize  
5 with Ticketfly’s “integrated content management system”, Ticketfly Backstage.

6 **JURISDICTION AND VENUE**

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

9 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§  
10 1331 and 1338(a).

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

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



1 Ameranth has expended considerable effort and resources in inventing,  
2 developing and marketing its inventions and protecting its rights therein.

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

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



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

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

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

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

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

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

7 24. On information and belief, Defendant has indirectly infringed and  
8 continues to indirectly infringe one or more valid and enforceable claims of the  
9 ‘850 patent, in violation of 35 U.S.C. § 271(c).

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

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

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

26 28. On information and belief, the aforesaid infringing activities of  
27 defendant Ticketfly have been done with knowledge and willful disregard of  
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1 Ameranth's patent rights, making this an exceptional case within the meaning of  
2 35 U.S.C. § 285.

3 29. The aforesaid infringing activity of defendant Ticketfly 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 **COUNT II**

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

11 **(35 U.S.C. § 271)**

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

14 31. On March 22, 2005, United States Patent No. 6,871,325 entitled  
15 "Information Management and Synchronous Communications System with Menu  
16 Generation" ("the '325 patent") (a true and correct copy of which is attached  
17 hereto as **Exhibit B**) was duly and legally issued by the United States Patent &  
18 Trademark Office.

19 32. Plaintiff Ameranth is the lawful owner by assignment of all right,  
20 title and interest in and to the '325 patent.

21 33. On information and belief, Defendant directly infringes and  
22 continues to directly infringe one or more valid and enforceable claims of the  
23 '325 patent, in violation of 35 U.S.C. § 271(a) by making, using, offering for sale  
24 or license and/or selling or licensing infringing systems, products, and/or services  
25 in the United States (including, *inter alia*, making and using the claimed  
26 inventions when it tests infringing systems, products, and/or services with  
27

1 wireless handheld computing devices) without authority or license from  
2 Ameranth, including but not limited to the Ticketfly System.

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

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



1 Additionally, Ticketfly provides instruction and direction regarding the use of the  
2 Ticketfly System and advertises, promotes, and encourages the use of the  
3 Ticketfly System. Users of the Ticketfly System directly infringe one or more  
4 valid and enforceable claims of the '325 patent, for the reasons set forth  
5 hereinabove.

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

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

14 43. On information and belief, the aforesaid infringing activities of  
15 defendant Ticketfly have been done with knowledge and willful disregard of  
16 Ameranth's patent rights, making this an exceptional case within the meaning of  
17 35 U.S.C. § 285.

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

24 ///

25 ///

**COUNT III**

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

**(35 U.S.C. § 271)**

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3  
4 45. Plaintiff reiterates and incorporates the allegations set forth in  
5 paragraphs 1-44 above as if fully set forth herein.

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

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

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

22 49. On information and belief, the Ticketfly System, as deployed and/or  
23 used at or from one or more locations by Ticketfly, its agents, distributors,  
24 partners, affiliates, licensees, and/or their customers, infringes one or more valid  
25 and enforceable claims of the ‘077 patent, by, *inter alia*, doing at least one of the  
26 following: (a) enabling the configuration and transmission of menus in a system  
27 including a central processing unit, a data storage device, a computer operating  
28

1 system containing a graphical user interface, one or more displayable master  
2 menus, menu configuration software enabled to generate a menu configuration  
3 for a wireless handheld computing device in conformity with a customized  
4 display layout, and enabled for synchronous communications and to format the  
5 menu configuration for a customized display layout of at least two different  
6 wireless handheld computing device display sizes, and/or (b) enabling  
7 ticketing/ticket sales/ticket purchases and other hospitality functions via iPhone,  
8 Android, and other internet-enabled wireless handheld computing devices as well  
9 as via Web pages, storing hospitality information and data on at least one  
10 database, on at least one wireless handheld computing device, and on at least one  
11 Web server and Web page, and synchronizing of applications and data, including  
12 but not limited to applications and data relating to orders, between at least one  
13 database, wireless handheld computing devices, and at least one Web server and  
14 Web page; utilizing communications control software enabled to link and  
15 synchronize hospitality information between at least one database, wireless  
16 handheld computing device, and web page, to display information on web pages  
17 and on different wireless handheld computing device display sizes, and to allow  
18 information to be entered via Web pages, transmitted over the internet, and  
19 automatically communicated to at least one database and to wireless handheld  
20 computing devices; allowing information to be entered via wireless handheld  
21 computing devices, transmitted over the internet, and automatically  
22 communicated to at least one database and to Web pages.

23 50. On information and belief, Defendant has indirectly infringed and  
24 continues to indirectly infringe one or more valid and enforceable claims of the  
25 '077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and  
26 intentionally inducing direct infringement by other persons, including customers  
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1 of Ticketfly's ticketing services and consumers who purchase tickets via the  
2 Ticketfly System.

3 51. On information and belief, customers of Ticketfly, including  
4 consumers and others, use the Ticketfly System in a manner that infringes upon  
5 one or more valid and enforceable claims of the '077 patent. Ticketfly provides  
6 instruction and direction regarding the use of the Ticketfly System and advertises,  
7 promotes, and encourages the use of the Ticketfly System.

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

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

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



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

9       56.       On information and belief, the Ticketfly System infringes one or  
10 more valid and enforceable claims of the '077 patent, for the reasons set forth  
11 hereinabove.

12       57.       On information and belief, Ticketfly has had knowledge of the '077  
13 patent, as set forth hereinabove, including knowledge that the Ticketfly System,  
14 which is a non-staple article of commerce, has been used as a material part of the  
15 claimed invention of the '077 patent, and that there are no substantial non-  
16 infringing uses for the Ticketfly System.

17       58.       On information and belief, the aforesaid infringing activities of  
18 defendant Ticketfly have been done with knowledge and willful disregard of  
19 Ameranth's patent rights, making this an exceptional case within the meaning of  
20 35 U.S.C. § 285.

21       59.       The aforesaid infringing activity of defendant Ticketfly has directly  
22 and proximately caused damage to plaintiff Ameranth, including loss of profits  
23 from sales and/or licensing revenues it would have made but for the  
24 infringements. Unless enjoined, the aforesaid infringing activity will continue  
25 and cause irreparable injury to Ameranth for which there is no adequate remedy  
26 at law.

**PRAYER FOR RELIEF**

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

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

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

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

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

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

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

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

