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

AMERANTH, INC.,  
  
Plaintiff,,  
  
v.  
  
HILTON RESORTS  
CORPORATION, HILTON  
WORLDWIDE, INC., and  
HILTON INTERNATIONAL  
CO.,  
  
Defendants.

Civil Action No. 12-cv-1636 DMS-WVG  
  
Consolidated with  
11-cv-01810-DMS-WVG

**FIRST AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT AGAINST  
HILTON RESORTS CORPORATION,  
HILTON WORLDWIDE, INC. AND  
HILTON INTERNATIONAL CO.  
  
DEMAND FOR JURY TRIAL**



1 and/or property management and other hospitality information-technology  
2 products, software, components and/or systems within this Judicial District,  
3 including the Hilton Reservation System as defined herein.

4 **JURISDICTION AND VENUE**

5 3. This is an action for patent infringement arising under the Patent Laws  
6 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, Hilton engages in (a) the offer for sale or  
10 license and sale or license of hospitality, reservation, restaurant, food service,  
11 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, reservation, restaurant, food service,  
16 and/or entertainment information technology systems in the United States,  
17 including this Judicial District; and/or (c) the use of hospitality industry,  
18 reservation, restaurant, food service, and/or entertainment information  
19 technology systems comprising said services, products, software, components  
20 and/or systems in the United States, including this Judicial District.

21 6. This Court has personal jurisdiction over Hilton because Hilton  
22 commits acts of patent infringement in this Judicial District including, *inter*  
23 *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. Additionally, Defendant has already appeared in this action  
26 and submitted to the jurisdiction of the Court. Hilton has continued to engage

1 in and perform such acts of infringement since the filing and service of the  
2 original complaint in this matter accusing Hilton of infringement of the  
3 Ameranth patents at issue herein.

4 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§  
5 1391(b) and (c) and 1400(b).

### 6 **BACKGROUND**

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

22 9. Ameranth began development of the inventions leading to patents in  
23 this patent family in the late Summer of 1998, at a time when the then-available  
24 wireless and internet hospitality offerings were extremely limited in  
25 functionality, were not synchronized and did not provide an integrated system-  
26 wide solution to the pervasive ordering, reservations, affinity program and

1 information management needs of the hospitality industry. Ameranth uniquely  
2 recognized the actual problems that needed to be resolved in order to meet  
3 those needs, and thereafter conceived and developed its breakthrough  
4 inventions and products to provide systemic and comprehensive solutions  
5 directed to optimally meeting these industry needs. Ameranth has expended  
6 considerable effort and resources in inventing, developing and marketing its  
7 inventions and protecting its rights therein.

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

12 11. The adoption of Ameranth's technology by industry leaders and the  
13 wide acclaim received by Ameranth for its technological innovations are just  
14 some of the many confirmations of the breakthrough aspects of Ameranth's  
15 inventions. Ameranth has received twelve different technology awards (three  
16 with "end customer" partners) and has been widely recognized as a hospitality  
17 wireless/internet technology leader by almost all major national and hospitality  
18 print publications, *e.g.*, The Wall Street Journal, New York Times, USA Today  
19 and many others. Ameranth was personally nominated by Bill Gates, the  
20 Founder of Microsoft, for the prestigious Computerworld Honors Award that  
21 Ameranth received in 2001 for its breakthrough synchronized  
22 reservations/ticketing system with the Improv Comedy Theatres. In his  
23 nomination, Mr. Gates described Ameranth as "one of the leading pioneers of  
24 information technology for the betterment of mankind." This prestigious award  
25 was based on Ameranth's innovative synchronization of wireless/web/fixed  
26 hospitality software technology. Subsequently, the United States Patent and

1 Trademark Office granted Ameranth a number of currently-issued patents,  
2 some which are the basis for this lawsuit. Ameranth has issued press releases  
3 announcing these patent grants on business wires, on its web sites and at  
4 numerous trade shows since the first of the presently-asserted patents issued in  
5 2002. A number of companies have licensed patents and technology from  
6 Ameranth, recognizing and confirming the value of Ameranth's innovations.  
7 At all relevant times, Ameranth marked its own products with the numbers of  
8 the Ameranth patents then issued, thereby providing companies, competitors  
9 and participants in the hospitality industry with notice of Ameranth's patents.  
10 Furthermore, companies that license Ameranth's products have marked their  
11 products with Ameranth's patent numbers, thereby also providing notice of  
12 Ameranth's patents.

13 **RELATED CASES PREVIOUSLY FILED**

14 12. The Ameranth patents asserted herein, U.S. Patent No. 6,384,850 (the  
15 "850 patent"), U.S. Patent No. 6,871,325 (the "325 patent"), and U.S. Patent  
16 No. 8,146,077 (the "077 patent"), are all patents in Ameranth's "Information  
17 Management and Synchronous Communications" patent family.

18 13. Ameranth is also currently asserting claims of these same patents in  
19 separate lawsuits, against other defendants, that are already pending in this  
20 Court. The first-filed lawsuit asserts claims of the '850 and '325 patents and is  
21 entitled Ameranth v. Pizza Hut, Inc. et al., Case No. 3:11-cv-01810-DMS-  
22 WVG. Lawsuits subsequently filed by Ameranth in this Court, asserting claims  
23 of the '077 patent, include Case Nos. 3:12-cv-00729-DMS-WVG; 3:12-cv-  
24 00731-DMS-WVG; 3:12-cv-00732-DMS-WVG; 3:12-cv-00733-DMS-WVG;  
25 3:12-cv-00737-DMS-WVG; 3:12-cv-00738-JLS-NLS (settled); 3:12-cv-00739-  
26 DMS-WVG and 3:12-cv-00742-DMS-WVG.

1 Other lawsuits filed by Ameranth in this Court asserting claims of the ‘850,  
2 ‘325, and ‘077 patents are Case No. 3:12-cv-00858-DMS-WVG; 3:12-cv-1201-  
3 JLS-NLS (settled): 3:12-cv-01651-DMS-WVG; 3:12-cv-01629-DMS-WVG;  
4 3:12-cv-01630-DMS-WVG; 3:12-cv-01631-DMS-WVG; 3:12-cv-01634-DMS-  
5 WVG; 3:12-cv-01654-DMS-WVG; 3:12-cv-01649-DMS-WVG; 3:12-cv-  
6 01653-DMS-WVG; 3:12-cv-01642-DMS-WVG; 3:12-cv-01643-DMS-WVG;  
7 3:12-cv-01646-DMS-WVG 3:12-cv-01647-JLS-NLS (settled); 3:12-cv-01648-  
8 DMS-WVG; 3:12-cv-01640-DMS-WVG; 3:12-cv-01650-DMS-WVG; 3:12-  
9 cv-01652-DMS-WVG; 3:12-cv-01633-DMS-WVG; 3:12-cv-01627-DMS-  
10 WVG; 3:12-cv-01655-DMS-WVG; 3:12-cv-01656-DMS-WVG; 3:12-cv-  
11 01659-DMS-WVG (settled); 3:13-cv-00350-DMS-WVG; 3:13-cv-00352-  
12 DMS-WVG; 3:13-cv-00353-DMS-WVG; 3:13-cv-0836-DMS-WVG (settled)  
13 and 3:13-cv-01072-DMS-WVG. All of the above still-pending cases have been  
14 consolidated for pre-trial through claim construction except for 3:13-cv-00350-  
15 DMS-WVG; 3:13-cv-00352-DMS-WVG; 3:13-cv-00353-DMS-WVG; and  
16 3:13-cv-01072-DMS-WVG. These include lawsuits against business partners  
17 of Defendant, such as travel aggregators with whom Defendant does business.

18 14. The original complaint in this matter against Defendant was filed in  
19 this Court on June 29, 2012, and subsequently served upon Hilton. At least  
20 since that time, Hilton has had direct and knowledge of Ameranth’s patents and  
21 that Hilton’s online and mobile reservations system infringes those patents as  
22 alleged therein. Nonetheless, Defendant has continued, and is continuing, to  
23 make, use, offer for sale or license and/or sell or license infringing systems,  
24 products, and/or services in the United States without authority or license from  
25 Ameranth and to engage in acts of infringement as set forth herein.

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**COUNT I**

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

**(35 U.S.C. § 271)**

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

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

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

18. On information and belief, Hilton directly infringes and continues to directly infringe one or more valid and enforceable claims of the ‘850 patent, in violation of 35 U.S.C. § 271(a), by making, using, offering for sale or license and/or selling or licensing infringing systems, products, and/or services in the United States without authority or license from Ameranth, including but not limited to the Hilton Reservation system/product/service, which includes, *inter alia*, wireless and internet POS and hotel/lodging-reservation and property management integration, online and mobile reservations, integration with e-mail and affinity program and social media applications such as Facebook, Twitter, Groupon, and YouTube, and/or other third-party web-based applications, and other hospitality aspects (the “Hilton Reservation System”). Ameranth has previously served Defendant with infringement contentions in this action further describing the details of Hilton’s infringement of Ameranth’s patents. Those infringement contentions are attached hereto as **Exhibit D** and incorporated herein by reference.

1 19. On information and belief, the Hilton Reservation System, as  
2 deployed and/or used at or from one or more locations by Hilton, its  
3 agents, distributors, partners, affiliates, licensees, hotel operators and/or their  
4 customers, infringes one or more valid and enforceable claims of the '850  
5 patent, by, *inter alia*, doing at least one of the following: (a) Generating and  
6 transmitting 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  
11 (b) Enabling reservations and other hospitality functions via iPhone, Android,  
12 and other internet-enabled wireless handheld computing devices as well as via  
13 Web pages, storing hospitality information and data on at least one central  
14 database, on at least one wireless handheld computing device, and on at least  
15 one Web server and Web page, and synchronizing applications and data,  
16 including but not limited to applications and data relating to ordering, between  
17 at least one central database, wireless handheld computing devices, and at least  
18 one Web server and Web page; utilizing an interface that provides a single  
19 point of entry that allows the synchronization of at least one wireless handheld  
20 computing device and at least one Web page with at least one central database;  
21 allowing information to be entered via Web pages, transmitted over the internet,  
22 and automatically communicated to at least one central database and to wireless  
23 handheld computing devices; allowing information to be entered via wireless  
24 handheld computing devices, transmitted over the internet, and automatically  
25 communicated to at least one central database and to Web pages.

26 ///



1 24. On information and belief, Hilton 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 Hilton Reservation System, which is a specialized  
6 custom software system designed for specific usage, Hilton provides non-staple  
7 articles of commerce to others, including consumers and hotel/restaurant  
8 operators, for use in infringing systems, products, and/or services.  
9 Additionally, Hilton provides instruction and direction regarding the use of the  
10 Hilton Reservation System, and advertises, promotes, and encourages the use of  
11 the Hilton Reservation System in a manner understood and intended by Hilton  
12 to infringe Ameranth’s patents. Users of the Hilton Reservation System  
13 directly infringe one or more valid and enforceable claims of the ‘850 patent for  
14 the reasons set forth hereinabove.

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

18 27. On information and belief, Hilton has had knowledge of the ‘850  
19 patent at least since the filing and service of the original complaint in this  
20 matter against Hilton, including knowledge that the Hilton Reservation System,  
21 which is a non-staple article of commerce, has been used as a material part of  
22 the claimed invention of the ‘850 patent, and that there are no substantial non-  
23 infringing uses for the Hilton Reservation System.

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

3 **COUNT II**

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

5 **(35 U.S.C. § 271)**

6 29. Plaintiff reiterates and reincorporates the allegations set forth in  
7 paragraphs 1-28 above as if fully set forth herein.

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

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

15 32. On information and belief, Hilton directly infringes and continues to  
16 directly infringe one or more valid and enforceable claims of the ‘325 patent, in  
17 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 without authority or license from Ameranth, including but not  
20 limited to the Hilton Reservation System. Ameranth has previously served  
21 Defendant with infringement contentions in this action further describing the  
22 details of Hilton’s infringement of Ameranth’s patents. Those infringement  
23 contentions are attached hereto as **Exhibit D** and incorporated herein by  
24 reference.

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1       33. On information and belief, the Hilton Reservation System, as  
2 deployed and/or used at or from one or more locations by Hilton, its  
3 agents, distributors, partners, affiliates, licensees, hotel operators and/or their  
4 customers, infringes one or more valid and enforceable claims of the '325  
5 patent, by, *inter alia*, doing at least one of the following: (a) Generating and  
6 transmitting 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  
11 (b) Enabling reservations and other hospitality functions via iPhone, Android,  
12 and other internet-enabled wireless handheld computing devices as well as via  
13 Web pages, storing hospitality information and data on at least one central  
14 database, on at least one wireless handheld computing device, and on at least  
15 one Web server and Web page, and synchronizing applications and data,  
16 including but not limited to applications and data relating to orders, between at  
17 least one central database, wireless handheld computing devices, and at least  
18 one Web server and Web page; and sending alerts, confirmations, and other  
19 information regarding orders to various wireless mobile devices.

20       34. On information and belief, Hilton 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.

24       35. On information and belief, customers of Hilton, including consumers  
25 and hotel/restaurant operators, use the Hilton Reservation System in a manner  
26 that infringes upon one or more valid and enforceable claims of the '325 patent.

1 Hilton provides instruction and direction regarding the use of the Hilton  
2 Reservation System and advertises, promotes, and encourages the use of the  
3 Hilton Reservation System in a manner understood and intended by Defendant  
4 to infringe Ameranth's patents. Defendant provides such instruction, direction  
5 and encouragement regarding infringing use of the Hilton Reservations System  
6 on its webpages, in advertising, in user videos, in offerings on mobile "app  
7 stores," in press releases and in statements in industry news articles, as  
8 demonstrated in the infringement contentions attached hereto as **Exhibit D** and  
9 in the references cited in the appendix thereto.

10 36. On information and belief, Hilton actively induces others to infringe  
11 the '325 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging,  
12 aiding and abetting customers of Hilton, including consumers and  
13 hotel/restaurant operators, to use the infringing Hilton Reservation System in  
14 the United States without authority or license from Ameranth, with the  
15 knowledge that said customers of Hilton were directly infringing the '325  
16 patent in a manner understood and intended by Hilton to infringe Ameranth's  
17 patents, as described above.

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

24 38. By distributing, selling, offering, offering to sell or license and/or  
25 selling or licensing the Hilton Reservation System, which is a specialized  
26 custom software system designed for specific usage, Hilton provides non-staple  
27

1 articles of commerce to others for use in infringing systems, products, and/or  
2 services. Additionally, Hilton provides instruction and direction regarding the  
3 use of the Hilton Reservation System and advertises, promotes, and encourages  
4 the use of the Hilton Reservation System in manner understood and intended by  
5 Defendant to infringe Ameranth's patents, as described above. Users of the  
6 Hilton Reservation System directly infringe one or more valid and enforceable  
7 claims of the '325 patent, for the reasons set forth hereinabove.

8 39. On information and belief, the Hilton Reservation System infringes one  
9 or more valid and enforceable claims of the '325 patent, for the reasons set  
10 forth hereinabove.

11 40. On information and belief, Hilton has had knowledge of the '325  
12 patent at least since the filing and service of the original complaint in this  
13 matter upon Hilton, including knowledge that the Hilton Reservation System,  
14 which is a non-staple articles of commerce, has been used as a material part of  
15 the claimed invention of the '325 patent, and that there are no substantial non-  
16 infringing uses for the Hilton Reservation System.

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

22 **COUNT III**

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

24 **(35 U.S.C. § 271)**

25 42. Plaintiff reiterates and incorporates the allegations set forth in  
26 paragraphs 1-41 above as if fully set forth herein.



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

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

9 45. On information and belief, Hilton directly infringes and continues to  
10 directly infringe one or more valid and enforceable claims of the ‘077 patent, in  
11 violation of 35 U.S.C. § 271(a), by making, using, offering for sale or license  
12 and/or selling or licensing infringing systems, products, and/or services in the  
13 United States without authority or license from Ameranth, including but not  
14 limited to the Hilton Reservation System.

15 46. On information and belief, the Hilton Reservation System, as  
16 deployed and/or used at or from one or more locations by Hilton, its  
17 agents, distributors, partners, affiliates, licensees, and/or their customers,  
18 infringes one or more valid and enforceable claims of the ‘077 patent, by, *inter*  
19 *alia*, doing at least one of the following: (a) Configuring and transmitting  
20 menus in a system including a central processing unit, a data storage device, a  
21 computer operating system containing a graphical user interface, one or more  
22 displayable master menus, menu configuration software enabled to generate a  
23 menu configuration for a wireless handheld computing device in conformity  
24 with a customized display layout, and enabled for synchronous communications  
25 and to format the menu configuration for a customized display layout of at least  
26 two different wireless handheld computing device display sizes, and/or (b)

1 Enabling reservations and other hospitality functions via iPhone, Android, and  
2 other internet-enabled wireless handheld computing devices as well as via Web  
3 pages, storing hospitality information and data on at least one database, on at  
4 least one wireless handheld computing device, and on at least one Web server  
5 and Web page, and synchronizing applications and data, including but not  
6 limited to applications and data relating to orders, between at least one  
7 database, wireless handheld computing devices, and at least one Web server  
8 and Web page; utilizing communications control software enabled to link and  
9 synchronize hospitality information between at least one database, wireless  
10 handheld computing device, and web page, to display information on web  
11 pages and on different wireless handheld computing device display sizes, and to  
12 allow information to be entered via Web pages, transmitted over the internet,  
13 and automatically communicated to at least one database and to wireless  
14 handheld computing devices; allowing information to be entered via wireless  
15 handheld computing devices, transmitted over the internet, and automatically  
16 communicated to at least one database and to Web pages.

17 47. On information and belief, Hilton has indirectly infringed and  
18 continues to indirectly infringe one or more valid and enforceable claims of the  
19 ‘077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and  
20 intentionally inducing direct infringement by other persons.

21 48. On information and belief, customers of Hilton, including consumers  
22 and hotel/restaurant operators, use the Hilton Reservation System in a manner  
23 that infringes upon one or more valid and enforceable claims of the ‘077 patent.  
24 Hilton provides instruction and direction regarding the use of the Hilton  
25 Reservation System and advertises, promotes, and encourages the use of the  
26 Hilton Reservation System in a manner understood and intended by Defendant

1 to infringe Ameranth's patents. Defendant provides such instruction, direction  
2 and encouragement regarding infringing use of the Hilton Reservations System  
3 on its webpages, in advertising, in user videos, in offerings on mobile "app  
4 stores," in press releases and in statements in industry news articles, as  
5 demonstrated in the infringement contentions attached hereto as **Exhibit D** and  
6 in the references cited in the appendix thereto.

7 49. On information and belief, Hilton actively induces others to infringe  
8 the '077 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging,  
9 aiding and abetting customers of Hilton, including consumers and  
10 hotel/restaurant operators, to use the infringing Hilton Reservation System in  
11 the United States without authority or license from Ameranth, with the  
12 knowledge that said customers of Hilton were directly infringing the '077  
13 patent in a manner understood and intended by Hilton to infringe Ameranth's  
14 patents, as described above.

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

21 51. By distributing, selling, offering, offering to sell or license and/or  
22 selling or licensing the Hilton Reservation System, which is a specialized  
23 custom software system designed for specific usage, Hilton provides non-staple  
24 articles of commerce to others for use in infringing systems, products, and/or  
25 services. Additionally, Hilton provides instruction and direction regarding the  
26 use of the Hilton Reservation System and advertises, promotes, and encourages  
27

1 the use of the Hilton Reservation System in manner understood and intended  
2 by Defendant to infringe Ameranth's patents, as described above. Users of the  
3 Hilton Reservation System directly infringe one or more valid and enforceable  
4 claims of the '077 patent, for the reasons set forth hereinabove.

5 52. On information and belief, the Hilton Reservation System infringes one  
6 or more valid and enforceable claims of the '077 patent, for the reasons set  
7 forth hereinabove.

8 53. On information and belief, Hilton has had knowledge of the '077  
9 patent at least since the filing and service of the original complaint in this  
10 matter upon Defendant, including knowledge that the Hilton Reservation  
11 System, which is a non-staple article of commerce, has been used as a material  
12 part of the claimed invention of the '077 patent, and that there are no substantial  
13 non-infringing uses for the Hilton Reservation System.

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

19 **PRAYER FOR RELIEF**

20 WHEREFORE, plaintiff Ameranth respectfully prays for judgment  
21 against Hilton, as follows:

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

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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: September 30, 2013 CALDARELLI HEJMANOWSKI & PAGE LLP

By: /s/ William J. Caldarelli  
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