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FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Ameranth, Inc. (“Ameranth”), for its First Amended Complaint against defendant StubHub, Inc. (“StubHub”), avers as follows:

PARTIES

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

2. Defendant StubHub, is, on information and belief, a Delaware corporation having a principal place of business and headquarters in San Jose, California. On information and belief, StubHub makes, uses, offers for sale or license and/or sells or licenses entertainment box office management and ticketing/ticket sales/ticket purchases information-technology products, software, components and/or systems within this Judicial District, including the StubHub System as defined herein.

JURISDICTION AND VENUE

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

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

1 nightclubs, cruise ships and other entertainment and sports venues). Ameranth
2 has been widely recognized as a technology leader in the provision of wireless
3 and internet-based systems and services to, *inter alia*, restaurants, hotels,
4 casinos, cruise ships and entertainment and sports venues. Ameranth's award
5 winning inventions enable, in relevant part, generation and synchronization of
6 menus, including but not limited to restaurant menus, event tickets, reservations
7 and other products across fixed, wireless and/or internet platforms as well as
8 synchronization of hospitality information and hospitality software applications
9 across fixed, wireless and internet platforms, including but not limited to,
10 computer servers, web servers, databases, affinity/social networking systems,
11 desktop computers, laptops, "smart" phones and other wireless handheld
12 computing devices.

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

25 10. Ameranth's pioneering inventions have been widely adopted and are
26 thus now essential to the modern wireless hospitality enterprise of the 21st
27

1 Century. Ameranth's solutions have been adopted, licensed and/or deployed by
2 numerous entities across the hospitality industry.

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

1 products with Ameranth's patent numbers, thereby also providing notice of
2 Ameranth's patents.

3 **RELATED CASES PREVIOUSLY FILED**

4 12. The Ameranth patents asserted herein, U.S. Patent No. 6,384,850 (the
5 "850 patent"), U.S. Patent No. 6,871,325 (the "325 patent"), and U.S. Patent
6 No. 8,146,077 (the "077 patent"), are all patents in Ameranth's "Information
7 Management and Synchronous Communications" patent family.

8 13. Ameranth is also currently asserting claims of these same patents in
9 separate lawsuits, against other defendants, that are already pending in this
10 Court. The first-filed lawsuit asserts claims of the '850 and '325 patents and is
11 entitled Ameranth v. Pizza Hut, Inc. et al., Case No. 3:11-cv-01810-DMS-
12 WVG. Lawsuits subsequently filed by Ameranth in this Court, asserting claims
13 of the '077 patent, include Case Nos. 3:12-cv-00729-DMS-WVG; 3:12-cv-
14 00731-DMS-WVG; 3:12-cv-00732-DMS-WVG; 3:12-cv-00733-DMS-WVG;
15 3:12-cv-00737-DMS-WVG; 3:12-cv-00738-JLS-NLS (settled); 3:12-cv-00739-
16 DMS-WVG and 3:12-cv-00742-DMS-WVG. Other lawsuits filed by Ameranth
17 in this Court asserting claims of the '850, '325, and '077 patents are Case No.
18 3:12-cv-00858-DMS-WVG; 3:12-cv-1201-JLS-NLS (settled); 3:12-cv-01651-
19 DMS-WVG; 3:12-cv-01629-DMS-WVG; 3:12-cv-01630-DMS-WVG; 3:12-
20 cv-01631-DMS-WVG; 3:12-cv-01634-DMS-WVG; 3:12-cv-01654-DMS-
21 WVG; 3:12-cv-01636-DMS-WVG; 3:12-cv-01653-DMS-WVG; 3:12-cv-
22 01642-DMS-WVG; 3:12-cv-01643-DMS-WVG; 3:12-cv-01644-DMS-WVG
23 3:12-cv-01647-JLS-NLS (settled); 3:12-cv-01648-DMS-WVG; 3:12-cv-01640-
24 DMS-WVG; 3:12-cv-01650-DMS-WVG; 3:12-cv-1649-DMS-WVG; 3:12-cv-
25 01652-DMS-WVG; 3:12-cv-01633-DMS-WVG; 3:12-cv-01627-DMS-WVG;
26 3:12-cv-01655-DMS-WVG; 3:12-cv-01656-DMS-WVG; 3:12-cv-01659-DMS-
27 WVG (settled); 3:13-cv-00350-DMS-WVG; 3:13-cv-00352-DMS-WVG; 3:13-

1 cv-00353-DMS-WVG; 3:13-cv-0836-DMS-WVG (settled) and 3:13-cv-01072-
2 DMS-WVG. All of the above still-pending cases have been consolidated for
3 pre-trial through claim construction except for 3:13-cv-00350-DMS-WVG;
4 3:13-cv-00352-DMS-WVG; 3:13-cv-00353-DMS-WVG; and 3:13-cv-01072-
5 DMS-WVG. These include lawsuits against business partners of Defendant,
6 such as hotel companies with whom Defendant does business.

7 14. The original complaint in this matter was filed in this Court on June
8 29, 2012, and subsequently served upon StubHub. At least since that time,
9 Defendant has had direct knowledge of Ameranth's patents and that StubHub's
10 ticketing system infringes those patents as alleged therein. Nonetheless,
11 Defendant has continued, and is continuing, to make, use, offer for sale or
12 license and/or sell or license infringing systems, products, and/or services in the
13 United States without authority or license from Ameranth and to engage in acts
14 of infringement as set forth herein.

15 **COUNT I**

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

17 **(35 U.S.C. § 271)**

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

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

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

1 18. On information and belief, Defendant directly infringes and continues
2 to directly infringe one or more valid and enforceable claims of the ‘850 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 without authority or license from Ameranth, including but not
6 limited to the StubHub system/product/service, which includes, inter alia,
7 wireless and internet ticketing integration, online and mobile ticketing/ticket
8 sales/ticket purchases, integration with e-mail and affinity programs and social
9 media applications such as Facebook, Twitter, Groupon, and YouTube, and/or
10 other third-party web-based applications, and other hospitality aspects (the
11 “StubHub System”). Ameranth has previously served StubHub with
12 infringement contentions in this action further describing the details of
13 StubHub’s infringement of Ameranth’s patents. Those infringement
14 contentions are attached hereto as **Exhibit D** and incorporated herein by
15 reference.

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

14 20. On information and belief, defendant StubHub has indirectly infringed
15 and continues to indirectly infringe one or more valid and enforceable claims of
16 the '850 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
17 intentionally inducing direct infringement by other persons.

18 21. On information and belief, customers of StubHub, including
19 consumers, entertainment venue operators, and others, use the StubHub System
20 in a manner that infringes Ameranth's patents. StubHub provides instruction
21 and direction regarding the use of the StubHub System, and advertises,
22 promotes, and encourages the use of the StubHub System in a manner
23 understood and intended by StubHub to infringe Ameranth's patents. StubHub
24 provides such instruction, direction and encouragement regarding infringing use
25 of the StubHub System on its webpages, in user videos, in offerings on mobile
26 "app stores," in press releases and in statements in industry news articles, as
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1 demonstrated in the infringement contentions attached hereto as **Exhibit D** and
2 in the references cited in the appendix thereto.

3 22. On information and belief, the StubHub System infringes one or more
4 valid and enforceable claims of the '850 patent for the reasons set forth
5 hereinabove.

6 23. At least since the filing and service of the original complaint against
7 StubHub in this matter, Defendant has had knowledge of the '850 patent, and
8 knew or should have known that its continued offering and deployment of the
9 StubHub System, and its continued support of consumers, entertainment venue
10 operators and other users of this system/product/service, would induce direct
11 infringement by those users. Additionally, StubHub intended that its actions
12 would induce direct infringement of Ameranth's patents by those users.

13 24. On information and belief, Defendant has indirectly infringed and
14 continues to indirectly infringe one or more valid and enforceable claims of the
15 '850 patent, in violation of 35 U.S.C. § 271(c).

16 25. By distributing, selling, offering, offering to sell or license and/or
17 selling or licensing the StubHub System, StubHub provides non-staple articles
18 of commerce to others, including consumers and entertainment event operators,
19 for use in infringing systems, products, and/or services. Additionally, StubHub
20 provides instruction and direction regarding the use of the StubHub System,
21 and advertises, promotes, and encourages the use of the StubHub System in a
22 manner understood and intended by StubHub to infringe Ameranth's patents, as
23 described above. Users of the StubHub System, including but not limited to
24 consumers and entertainment venue operators, directly infringe one or more
25 valid and enforceable claims of the '850 patent for the reasons set forth
26 hereinabove.

1 32. On information and belief, Defendant directly infringes and continues
2 to directly infringe one or more valid and enforceable claims of the '325 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 without authority or license from Ameranth, including but not
6 limited to the StubHub System. Ameranth has previously served StubHub with
7 infringement contentions in this action further describing the details of
8 StubHub's infringement of Ameranth's patents. Those infringement
9 contentions are attached hereto as **Exhibit D** and incorporated herein by
10 reference.

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

1 server and Web page; and sending alerts, confirmations, and other information
2 regarding orders to various wireless mobile devices.

3 34. On information and belief, Defendant has indirectly infringed and
4 continues to indirectly infringe one or more valid and enforceable claims of the
5 ‘325 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
6 intentionally inducing direct infringement by other persons.

7 35. On information and belief, customers of StubHub, including
8 consumers, entertainment event operators and others, use the StubHub System
9 in a manner that infringes upon one or more valid and enforceable claims of the
10 ‘325 patent. StubHub provides instruction and direction regarding the use of
11 the StubHub System, and advertises, promotes, and encourages the use of the
12 StubHub System in a manner understood and intended by StubHub to infringe
13 Ameranth’s patents. StubHub provides such instruction, direction and
14 encouragement regarding infringing use of the StubHub System on its
15 webpages, in user videos, in offerings on mobile “app stores,” in press releases
16 and in statements in industry news articles, as demonstrated in the infringement
17 contentions attached hereto as **Exhibit D** and in the references cited in the
18 appendix thereto.

19 36. On information and belief, Defendant actively induces others to
20 infringe the ‘325 patent in violation of 35 U.S.C. §271(b), by knowingly
21 encouraging, aiding and abetting customers of StubHub, including consumers,
22 entertainment venue operators and others, to use the infringing StubHub System
23 in the United States without authority or license from Ameranth in a manner
24 understood and intended by StubHub to infringe Ameranth’s patents, as
25 described above.

26 37. On information and belief, Defendant contributorily infringes and
27 continues to contributorily infringe one or more valid and enforceable claims of

1 the '325 patent, in violation of 35 U.S.C. § 271(c), by offering to sell and/or
2 selling components of systems on which claims of the '325 patent read,
3 constituting a material part of the invention, knowing that the components were
4 especially adapted for use in systems which infringe claims of the '325 patent.

5 38. By distributing, selling, offering, offering to sell or license and/or
6 selling or licensing the StubHub System, Defendant provides non-staple articles
7 of commerce to others for use in infringing systems, products, and/or services.
8 Additionally, StubHub provides instruction and direction regarding the use of
9 the StubHub System and advertises, promotes, and encourages the use of the
10 StubHub System in a manner understood and intended by StubHub to infringe
11 Ameranth's patents, as described above. Users of the StubHub System,
12 including consumers and entertainment venue operators, directly infringe one
13 or more valid and enforceable claims of the '325 patent, for the reasons set
14 forth hereinabove.

15 39. On information and belief, the StubHub System infringes one or more
16 valid and enforceable claims of the '325 patent, for the reasons set forth
17 hereinabove.

18 40. On information and belief, StubHub has had knowledge of the '325
19 patent at least since the filing and service of the original complaint in this
20 matter upon Defendant, including knowledge that the StubHub System, which
21 is a specialized software system and a non-staple article of commerce, has been
22 used as a material part of the claimed invention of the '325 patent, and that
23 there are no substantial non-infringing uses for the StubHub System.

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

3 **COUNT III**

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

5 **(35 U.S.C. § 271)**

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

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

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

16 45. On information and belief, Defendant directly infringes and continues
17 to directly infringe one or more valid and enforceable claims of the ‘077 patent,
18 in violation of 35 U.S.C. § 271(a), by making, using, offering for sale or license
19 and/or selling or licensing infringing systems, products, and/or services in the
20 United States without authority or license from Ameranth, including but not
21 limited to the StubHub System.

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

23 47. 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.

1 48. On information and belief, customers of StubHub, including
2 consumers, entertainment venue operators and others, use the StubHub System
3 in a manner that infringes upon one or more valid and enforceable claims of the
4 ‘077 patent. StubHub provides instruction and direction regarding the use of
5 the StubHub System and advertises, promotes, and encourages the use of the
6 StubHub System in a manner understood and intended by StubHub to infringe
7 Ameranth’s patents. StubHub provides such instruction, direction and
8 encouragement regarding infringing use of the StubHub System on its
9 webpages, in user videos, in offerings on “app stores,” in press releases and in
10 statements in industry news articles, as demonstrated in the infringement
11 contentions attached hereto as **Exhibit D** and in the references cited in the
12 appendix thereto.

13 49. On information and belief, Defendant actively induces others to
14 infringe the ‘077 patent in violation of 35 U.S.C. §271(b), by knowingly
15 encouraging, aiding and abetting customers of StubHub, including consumers,
16 entertainment venue operators and others, to use the infringing StubHub System
17 in the United States without authority or license from Ameranth in a manner
18 understood and intended by StubHub to infringe Ameranth’s patents.

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

26 51. By distributing, selling, offering, offering to sell or license and/or
27 selling or licensing the StubHub System, Defendant provides non-staple articles

1 of commerce to others for use in infringing systems, products, and/or services.
2 Additionally, StubHub provides instruction and direction regarding the use of
3 the StubHub System and advertises, promotes, and encourages the use of the
4 StubHub System in a manner understood and intended by StubHub to infringe
5 Ameranth's patents, as described above. Users of the StubHub System,
6 including but not limited to consumers and entertainment venue operators,
7 directly infringe one or more valid and enforceable claims of the '077 patent,
8 for the reasons set forth hereinabove.

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

12 53. On information and belief, StubHub has had knowledge of the '077
13 patent at least since the filing and service of the original complaint in this
14 matter upon Defendant, including knowledge that the StubHub System, which
15 is a specialized software system and a non-staple article of commerce, has been
16 used as a material part of the claimed invention of the '077 patent, and that
17 there are no substantial non-infringing uses for the StubHub System.

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

23 **PRAYER FOR RELIEF**

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

26 1. Adjudging that the manufacture, use, offer for sale or license
27 and/or sale or license of the StubHub System infringes valid and enforceable

1 claims of the '850 patent, the '325 patent, and the '077 patent, as set forth
2 hereinabove;

3 2. Adjudging that Defendant has infringed, actively induced others to
4 infringe, and/or contributorily infringed valid and enforceable claims of the
5 '850 patent, the '325 patent, and the '077 patent, as set forth hereinabove;

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

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

15 5. Awarding to Ameranth its costs of suit and interest as provided by
16 law; and

17 6. Awarding to Ameranth such other and further relief that this Court
18 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: September 30, 2013 CALDARELLI HEJMANOWSKI & PAGE LLP

By: /s/ William J. Caldarelli
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