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

AMERANTH, INC.,

Plaintiff,

v.

TRAVELOCITY.COM, LP,

Defendant.

Civil Action No. 12-cv-1649 DMS-WVG
Consolidated with
11-cv-01810-DMS-WVG

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT AGAINST
TRAVELOCITY.COM, LP**

DEMAND FOR JURY TRIAL

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FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

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

PARTIES

1. 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 Travelocity is, on information and belief, a Delaware limited partnership having a principal place of business and headquarters in Southlake, Texas. On information and belief, Travelocity makes, uses, offers for sale or license and/or sells or licenses hotel and lodging, property management system (PMS) and other hospitality information-technology products, software, components and/or systems within this Judicial District, including the Travelocity Reservation 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,
7 reservations, and other products across fixed, wireless and/or internet platforms
8 as well as synchronization of hospitality information and hospitality software
9 applications across fixed, wireless and internet platforms, including but not
10 limited to, computer servers, web servers, databases, affinity/social networking
11 systems, desktop computers, laptops, "smart" phones and other wireless
12 handheld 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.

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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, two
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 presently-asserted patents issued in
24 2002. A number of companies have licensed patents and technology from
25 Ameranth, recognizing and confirming the value of Ameranth's innovations.
26 At all relevant times, Ameranth marked its own products with the numbers of
27 the Ameranth patents then issued, thereby providing companies, competitors

1 and participants in the hospitality industry with notice of Ameranth's patents.
2 Furthermore, companies that license Ameranth's products have marked their
3 products with Ameranth's patent numbers, thereby also providing notice of
4 Ameranth's patents.

5 **RELATED CASES PREVIOUSLY FILED**

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

10 13. Ameranth is also currently asserting claims of these same patents in
11 separate lawsuits, against other defendants, that are already pending in this
12 Court. The first-filed lawsuit asserts claims of the '850 and '325 patents and is
13 entitled *Ameranth v. Pizza Hut, Inc. et al.*, Case No. 3:11-cv-01810-DMS-
14 WVG. Lawsuits subsequently filed by Ameranth in this Court, asserting claims
15 of the '077 patent, include Case Nos. 3:12-cv-00729-DMS-WVG; 3:12-cv-
16 00731-DMS-WVG; 3:12-cv-00732-DMS-WVG; 3:12-cv-00733-DMS-WVG;
17 3:12-cv-00737-DMS-WVG; 3:12-cv-00738-JLS-NLS (settled); 3:12-cv-00739-
18 DMS-WVG and 3:12-cv-00742-DMS-WVG. Other lawsuits filed by Ameranth
19 in this Court asserting claims of the '850, '325, and '077 patents are Case No.
20 3:12-cv-00858-DMS-WVG; 3:12-cv-1201-JLS-NLS (settled); 3:12-cv-01651-
21 DMS-WVG; 3:12-cv-01629-DMS-WVG; 3:12-cv-01630-DMS-WVG; 3:12-
22 cv-01631-DMS-WVG; 3:12-cv-01634-DMS-WVG; 3:12-cv-01654-DMS-
23 WVG; 3:12-cv-01636-DMS-WVG; 3:12-cv-01653-DMS-WVG; 3:12-cv-
24 01642-DMS-WVG; 3:12-cv-01643-DMS-WVG; 3:12-cv-01646-DMS-WVG
25 3:12-cv-01647-JLS-NLS (settled); 3:12-cv-01648-DMS-WVG; 3:12-cv-01640-
26 DMS-WVG; 3:12-cv-01650-DMS-WVG; 3:12-cv-01652-DMS-WVG; 3:12-
27 cv-01633-DMS-WVG; 3:12-cv-01627-DMS-WVG; 3:12-cv-01655-DMS-

1 WVG; 3:12-cv-01656-DMS-WVG; 3:12-cv-01659-DMS-WVG (settled); 3:13-
2 cv-00350-DMS-WVG; 3:13-cv-00352-DMS-WVG; 3:13-cv-00353-DMS-
3 WVG; 3:13-cv-0836-DMS-WVG (settled) and 3:13-cv-01072-DMS-WVG.
4 All of the above still-pending cases have been consolidated for pre-trial through
5 claim construction except for 3:13-cv-00350-DMS-WVG; 3:13-cv-00352-
6 DMS-WVG; 3:13-cv-00353-DMS-WVG; and 3:13-cv-01072-DMS-WVG.
7 These include lawsuits against business partners of Defendant, such as hotel
8 companies with whom Defendant does business.

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

18 **COUNT I**

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

20 **(35 U.S.C. § 271)**

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

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

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

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

18 19. On information and belief, the Travelocity Reservation System, as
19 deployed and/or used at or from one or more locations by Travelocity, its
20 agents, distributors, partners, affiliates, licensees, and/or their customers,
21 infringes one or more valid and enforceable claims of the ‘850 patent, by, *inter*
22 *alia*, doing at least one of the following: (a) Generating and transmitting menus
23 in a system including a central processing unit, a data storage device, a
24 computer operating system containing a graphical user interface, one or more
25 displayable main menus, modifier menus, and sub-modifier menus, and
26 application software for generating a second menu and transmitting it to a
27 wireless handheld computing device or a Web page; and/or (b) Enabling

1 reservations and other hospitality functions via iPhone, Android, and other
2 internet-enabled wireless handheld computing devices as well as via Web
3 pages, storing hospitality information and data on at least one central database,
4 on at least one wireless handheld computing device, and on at least one Web
5 server and Web page, and synchronizing applications and data, including but
6 not limited to applications and data relating to ordering, between at least one
7 central database, wireless handheld computing devices, and at least one Web
8 server and Web page; utilizing an interface that provides a single point of entry
9 that allows the synchronization of at least one wireless handheld computing
10 device and at least one Web page with at least one central database; allowing
11 information to be entered via Web pages, transmitted over the internet, and
12 automatically communicated to at least one central database and to wireless
13 handheld computing devices; allowing information to be entered via wireless
14 handheld computing devices, transmitted over the internet, and automatically
15 communicated to at least one central database and to Web pages.

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

20 21. On information and belief, customers of Travelocity, including
21 consumers and hotel operators, use the Travelocity Reservation System, in a
22 manner that infringes the Ameranth patents. Travelocity provides instruction
23 and direction regarding the use of the Travelocity Reservation System, and
24 advertises, promotes, and encourages the use of the Travelocity Reservation
25 System in a manner understood and intended by Travelocity to infringe
26 Ameranth's patents. Travelocity provides such instruction, direction and
27 encouragement regarding infringing use of the Travelocity Reservations System

1 on its webpages, in advertising, in user videos, in offerings on mobile “app
2 stores”, in press releases and in statements in industry news articles, as
3 demonstrated in the infringement contentions attached hereto as **Exhibit D** and
4 in the references cited in the appendix thereto.

5 22. On information and belief, the Travelocity Reservation System
6 infringes one or more valid and enforceable claims of the ‘850 patent for the
7 reasons set forth hereinabove.

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

15 24. On information and belief, Defendant has indirectly infringed and
16 continues to indirectly infringe one or more valid and enforceable claims of the
17 ‘850 patent, in violation of 35 U.S.C. § 271(c).

18 25. By distributing, selling, offering, offering to sell or license and/or
19 selling or licensing the Travelocity Reservation System, which is a specialized
20 software system designed for a specific use that infringes Ameranth’s patents,
21 Travelocity provides non-staple articles of commerce to others, including
22 consumers and hotel operators, for use in infringing systems, products, and/or
23 services. Additionally, Travelocity provides instruction and direction regarding
24 the use of the Travelocity Reservation System, and advertises, promotes, and
25 encourages the use of the Travelocity Reservation System in a manner
26 understood and intended by Travelocity to infringe Ameranth’s patents, as
27 described above. Users of the Travelocity Reservation System, including but
28

1 not limited to consumers and hotel operators, directly infringe one or more
2 valid and enforceable claims of the '850 patent for the reasons set forth
3 hereinabove.

4 26. On information and belief, the Travelocity Reservation System
5 infringes one or more valid and enforceable claims of the '850 patent, for the
6 reasons set forth hereinabove.

7 27. On information and belief, Travelocity has had knowledge of the '850
8 patent at least since the filing and service of the original complaint in this
9 matter against Travelocity, including knowledge that the Travelocity
10 Reservation System, which is a specialized hospitality software system and a
11 non-staple article of commerce, has been used as a material part of the claimed
12 invention of the '850 patent, and that there are no substantial non-infringing
13 uses for the Travelocity Reservation System.

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

19 **COUNT II**

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

21 **(35 U.S.C. § 271)**

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

24 30. On March 22, 2005, United States Patent No. 6,871,325 entitled
25 "Information Management and Synchronous Communications System with
26 Menu Generation" ("the '325 patent") (a true and correct copy of which is
27

1 attached hereto as **Exhibit B**) was duly and legally issued by the United States
2 Patent & Trademark Office.

3 31. Plaintiff Ameranth is the lawful owner by assignment of all right, title
4 and interest in and to the '325 patent.

5 32. On information and belief, Defendant directly infringes and continues
6 to directly infringe one or more valid and enforceable claims of the '325 patent,
7 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license
8 and/or selling or licensing infringing systems, products, and/or services in the
9 United States without authority or license from Ameranth, including but not
10 limited to the Travelocity Reservation System. Ameranth has previously served
11 Travelocity with infringement contentions in this action further describing the
12 details of Travelocity infringement of Ameranth's patents. Those infringement
13 contentions are attached hereto as **Exhibit D** and incorporated herein by
14 reference.

15 33. On information and belief, the Travelocity Reservation System, as
16 deployed and/or used at or from one or more locations by Travelocity, its
17 agents, distributors, partners, affiliates, licensees, and/or their customers,
18 infringes one or more valid and enforceable claims of the '325 patent, by, *inter*
19 *alia*, doing at least one of the following: (a) Generating and transmitting menus
20 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 main menus, modifier menus, and sub-modifier menus, and
23 application software for generating a second menu and transmitting it to a
24 wireless handheld computing device or a Web page; and/or (b) Enabling
25 reservations and other hospitality functions via iPhone, Android, and other
26 internet-enabled wireless handheld computing devices as well as via Web
27 pages, storing hospitality information and data on at least one central database,

1 on at least one wireless handheld computing device, and on at least one Web
2 server and Web page, and synchronizing applications and data, including but
3 not limited to applications and data relating to orders, between at least one
4 central database, wireless handheld computing devices, and at least one Web
5 server and Web page; and sending alerts, confirmations, and other information
6 regarding orders to various wireless mobile devices.

7 34. On information and belief, Defendant has indirectly infringed and
8 continues to indirectly infringe one or more valid and enforceable claims of the
9 ‘325 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
10 intentionally inducing direct infringement by other persons.

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

23 36. On information and belief, Defendant actively induces others to
24 infringe the ‘325 patent in violation of 35 U.S.C. §271(b), by knowingly
25 encouraging, aiding and abetting customers of Travelocity, including
26 consumers and hotel operators, to use the infringing Travelocity Reservation
27 System in the United States without authority or license from Ameranth, with

1 the knowledge that said consumers and hotel operators were directly infringing
2 the '325 patent in a manner understood and intended by Travelocity to infringe
3 Ameranth's patents.

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

10 38. By distributing, selling, offering, offering to sell or license and/or
11 selling or licensing the Travelocity Reservation System, which is a specialized
12 software system designed for a particular use that infringes Ameranth's patents,
13 Defendant provides non-staple articles of commerce to others for use in
14 infringing systems, products, and/or services. Additionally, Travelocity
15 provides instruction and direction regarding the use of the Travelocity
16 Reservation System and advertises, promotes, and encourages the use of the
17 Travelocity Reservation System in a manner understood and intended by
18 Travelocity to infringe Ameranth's patents, as described above. Users of the
19 Travelocity Reservation System, including consumers and hotel operators,
20 directly infringe one or more valid and enforceable claims of the '325 patent,
21 for the reasons set forth hereinabove.

22 39. On information and belief, the Travelocity Reservation System
23 infringes one or more valid and enforceable claims of the '325 patent, for the
24 reasons set forth hereinabove.

25 40. On information and belief, Travelocity has had knowledge of the '325
26 patent at least since the filing and service of the original complaint in this
27 matter upon Travelocity, including knowledge that the Travelocity Reservation
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1 System, which is a specialized software system and a non-staple articles of
2 commerce, has been used as a material part of the claimed invention of the ‘325
3 patent, and that there are no substantial non-infringing uses for the Travelocity
4 Reservation System.

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

10 **COUNT III**

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

12 **(35 U.S.C. § 271)**

13 42. Plaintiff reiterates and incorporates the allegations set forth in
14 paragraphs 1-42 above as if fully set forth herein.

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

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

23 45. On information and belief, Defendant directly infringes and continues
24 to directly infringe one or more valid and enforceable claims of the ‘077 patent,
25 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license
26 and/or selling or licensing infringing systems, products, and/or services in the
27

1 United States without authority or license from Ameranth, including but not
2 limited to the Travelocity Reservation System.

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

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

4 47. On information and belief, Defendant has indirectly infringed and
5 continues to indirectly infringe one or more valid and enforceable claims of the
6 ‘077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
7 intentionally inducing direct infringement by other persons.

8 48. On information and belief, customers of Travelocity, including
9 consumers and hotel operators, use the Travelocity Reservation System in a
10 manner that infringes upon one or more valid and enforceable claims of the
11 ‘077 patent. Travelocity provides instruction and direction regarding the use of
12 the Travelocity Reservation System and advertises, promotes, and encourages
13 the use of the Travelocity Reservation System in a manner understood and
14 intended by Travelocity to infringe Ameranth’s patents. Travelocity provides
15 such instruction, direction and encouragement regarding infringing use of the
16 Travelocity Reservations System on its webpages, in advertising, in user
17 videos, in offerings on mobile “app stores,” in press releases and in statements
18 in industry news articles, as demonstrated in the infringement contentions
19 attached hereto as **Exhibit D** and in the references cited in the appendix thereto.

20 49. On information and belief, Defendant actively induces others to
21 infringe the ‘077 patent in violation of 35 U.S.C. §271(b), by knowingly
22 encouraging, aiding and abetting customers of Travelocity, including
23 consumers and hotel operators, to use the infringing Travelocity Reservation
24 System in the United States without authority or license from Ameranth, with
25 the knowledge that said consumers and hotel operators were directly infringing
26 the ‘077 patent in a manner understood and intended by Travelocity to infringe
27 Ameranth’s patents..

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

7 51. By distributing, selling, offering, offering to sell or license and/or
8 selling or licensing the Travelocity Reservation System, which is a specialized
9 software system designed for a use that infringes Ameranth's patents,
10 Defendant provides non-staple articles of commerce to others for use in
11 infringing systems, products, and/or services. Additionally, Travelocity
12 provides instruction and direction regarding the use of the Travelocity
13 Reservation System and advertises, promotes, and encourages the use of the
14 Travelocity Reservation System in a manner understood and intended by
15 Travelocity to infringe Ameranth's patents, as described above. Users of the
16 Travelocity Reservation System, including but not limited to consumers and
17 hotel operators, directly infringe one or more valid and enforceable claims of
18 the '077 patent, for the reasons set forth hereinabove.

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

22 53. On information and belief, Travelocity has had knowledge of the '077
23 patent at least since the filing and service of the original complaint in this
24 matter upon Travelocity, including knowledge that the Travelocity Reservation
25 System, which is a specialized software system and a non-staple article of
26 commerce, has been used as a material part of the claimed invention of the '077
27

1 patent, and that there are no substantial non-infringing uses for the Travelocity
2 Reservation System.

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

8 **PRAYER FOR RELIEF**

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

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

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

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

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

