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

AMERANTH, INC.,

 Plaintiff,

 v.

ORBITZ, LLC,

 Defendant.

Civil Action No. 12-cv-1644 DMS-WVG
Consolidated with
11-cv-01810-DMS-WVG

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT AGAINST
ORBITZ, LLC
DEMAND FOR JURY TRIAL**

1 5. On information and belief, Defendant engages in (a) the offer for sale or
2 license and sale or license of hospitality, reservations, ordering, products and/or
3 components in the United States, including this Judicial District, including
4 services, products, software, and components, comprising wireless and internet
5 POS and/or hospitality aspects; (b) the installation and maintenance of said
6 services, products, software, components and/or systems in hospitality industry,
7 hotel and lodging, reservations, and/or entertainment information technology
8 systems in the United States, including this Judicial District; and/or (c) the use of
9 hospitality industry, hotel and lodging, reservation, and/or entertainment
10 information technology systems comprising said services, products, software,
11 components and/or systems in the United States, including this Judicial District.

12 6. This Court has personal jurisdiction over Defendant because Defendant
13 commits acts of patent infringement in this Judicial District including, *inter alia*,
14 making, using, offering for sale or license, and/or selling or licensing infringing
15 services, products, software, components and/or systems in this Judicial District.
16 Additionally, Orbitz has already appeared in this action and submitted to the
17 jurisdiction of the Court. Orbitz has continued to engage in and perform such
18 acts of infringement since the filing of the original complaint in this matter
19 accusing Orbitz of infringement of the Ameranth patents at issue herein.

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

22 **BACKGROUND**

23 8. Ameranth was established in 1996 to develop and provide its 21st
24 Century Communications™ innovative information technology solutions for the
25 hospitality industry (inclusive of, *e.g.*, restaurants, hotels, casinos, nightclubs,
26 cruise ships and other entertainment and sports venues). Ameranth has been
27 widely recognized as a technology leader in the provision of wireless and

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

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

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

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

RELATED CASES PREVIOUSLY FILED

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

13. Ameranth is also currently asserting claims of these same patents in separate lawsuits, against other defendants, that are already pending in this Court. The first-filed lawsuit asserts claims of the ‘850 and ‘325 patents and is entitled Ameranth v. Pizza Hut, Inc. et al., Case No. 3:11-cv-01810-BEN-WVG. Lawsuits subsequently filed by Ameranth in this Court, asserting claims of the ‘077 patent, include Case Nos. 3:12-cv-00729-BEN-WVG; 3:12-cv-00731-BEN-WVG; 3:12-cv-00732-BEN-WVG; 3:12-cv-00733-BEN-WVG; 3:12-cv-00737-BEN-WVG; 3:12-cv-00738-JLS-NLS (settled); 3:12-cv-00739-BEN-WVG and 3:12-cv-00742-BEN-WVG. Other lawsuits filed by Ameranth in this Court asserting claims of the ‘850, ‘325, and ‘077 patents are Case No. 3:12-cv-00858-BEN-WVG; 3:12-cv-1201-JLS-NLS (settled); 3:12-cv-01651-BEN-WVG; 3:12-cv-01629-BEN-WVG; 3:12-cv-01630-BEN-WVG; 3:12-cv-01631-BEN-WVG; 3:12-cv-01634-BEN-WVG; 3:12-cv-01654-BEN-WVG; 3:12-cv-01636-BEN-WVG; 3:12-cv-01653-BEN-WVG; 3:12-cv-01642-BEN-WVG; 3:12-cv-01643-BEN-WVG; 3:12-cv-01646-BEN-WVG 3:12-cv-01647-JLS-NLS (settled); 3:12-cv-01648-BEN-WVG; 3:12-cv-01640-BEN-WVG; 3:12-cv-01650-BEN-WVG; 3:12-cv-1649-BEN-WVG; 3:12-cv-01652-BEN-WVG; 3:12-cv-01633-BEN-WVG; 3:12-cv-01627-BEN-WVG; 3:12-cv-01655-BEN-WVG; 3:12-cv-01656-BEN-WVG; 3:12-cv-01659-BEN-WVG (settled); 3:13-cv-00350-BEN-WVG; 3:13-cv-00352-BEN-WVG; 3:13-cv-00353-BEN-WVG; 3:13-cv-0836-BEN-WVG (settled) and 3:13-cv-01072-BEN-WVG. All of the above still-pending cases have been consolidated for pre-trial through claim construction except for

1 3:13-cv-00350-BEN-WVG; 3:13-cv-00352-BEN-WVG; 3:13-cv-00353-BEN-
2 WVG; and 3:13-cv-01072-BEN-WVG. These include lawsuits against business
3 partners of Defendant, such as hotel companies with whom Defendant does
4 business.

5 14. The original complaint in this matter against Defendant was filed in this
6 Court on July 2, 2012, and subsequently served upon Orbitz. At least since that
7 time, Orbitz has had direct knowledge of Ameranth's patents and that Orbitz's
8 online and mobile reservations system infringes those patents as alleged therein.
9 Nonetheless, Defendant has continued, and is continuing, to make, use, offer for
10 sale or license and/or sell or license infringing systems, products, and/or services
11 in the United States without authority or license from Ameranth and to engage in
12 acts of infringement as set forth herein.

13 **COUNT I**

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

15 **(35 U.S.C. § 271)**

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

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

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

25 18. On information and belief, Defendant directly infringes and continues to
26 directly infringe one or more valid and enforceable claims of the '850 patent, in
27 violation of 35 U.S.C. § 271(a), by making, using, offering for sale or license
28

1 and/or selling or licensing infringing systems, products, and/or services in the
2 United States without authority or license from Ameranth, including but not
3 limited to the Orbitz Reservation system/product/service, which includes, *inter*
4 *alia*, hotel/lodging-reservation and property management system (PMS)
5 integration, online and mobile hotel/lodging reservations, integration with e-mail
6 and affinity programs and social media applications such as Facebook, Twitter,
7 Groupon, and YouTube, and/or other third-party web-based applications, and
8 other hospitality aspects (“Orbitz Reservation System”). Ameranth has
9 previously served Orbitz with infringement contentions in this action further
10 describing the details of Orbitz’s infringement of Ameranth’s patents. Those
11 infringement contentions are attached hereto as **Exhibit D** and incorporated
12 herein by reference.

13 19. On information and belief, the Orbitz Reservation System, as
14 deployed and/or used at or from one or more locations by Orbitz, its
15 agents, distributors, partners, affiliates, licensees, and/or their customers,
16 infringes one or more valid and enforceable claims of the ‘850 patent, by, *inter*
17 *alia*, doing at least one of the following: (a) Generating and transmitting menus in
18 a system including a central processing unit, a data storage device, a computer
19 operating system containing a graphical user interface, one or more displayable
20 main menus, modifier menus, and sub-modifier menus, and application software
21 for generating a second menu and transmitting it to a wireless handheld
22 computing device or a Web page; and/or (b) Enabling reservations and other
23 hospitality functions via iPhone, Android, and other internet-enabled wireless
24 handheld computing devices as well as via Web pages, storing hospitality
25 information and data on at least one central database, on at least one wireless
26 handheld computing device, and on at least one Web server and Web page, and
27 synchronizing applications and data, including but not limited to applications and

1 data relating to ordering, between at least one central database, wireless handheld
2 computing devices, and at least one Web server and Web page; utilizing an
3 interface that provides a single point of entry that allows the synchronization of at
4 least one wireless handheld computing device and at least one Web page with at
5 least one central database; allowing information to be entered via Web pages,
6 transmitted over the internet, and automatically communicated to at least one
7 central database and to wireless handheld computing devices; allowing
8 information to be entered via wireless handheld computing devices, transmitted
9 over the internet, and automatically communicated to at least one central database
10 and to Web pages.

11 20. On information and belief, defendant Orbitz has indirectly infringed and
12 continues to indirectly infringe one or more valid and enforceable claims of the
13 ‘850 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
14 intentionally inducing direct infringement by other persons.

15 21. On information and belief, customers of Orbitz, including consumers and
16 hotel operators, use the Orbitz Reservation System in a manner that infringes the
17 Ameranth patents. Orbitz provides instruction and direction regarding the use of
18 the Orbitz Reservation System, and advertises, promotes, and encourages the use
19 of the Orbitz Reservation System in a manner understood and intended by Orbitz
20 to infringe Ameranth’s patents. Defendant provides such instruction, direction
21 and encouragement regarding infringing use of the Orbitz Reservations System
22 on its webpages, in advertising, in user videos, in offerings on mobile “app
23 stores,” in press releases and in statements in industry news articles, as
24 demonstrated in the infringement contentions attached hereto as **Exhibit D** and in
25 the references cited in the appendix thereto.

1 22. On information and belief, the Orbitz Reservation System infringes one
2 or more valid and enforceable claims of the ‘850 patent for the reasons set forth
3 hereinabove.

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

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

14 25. By distributing, selling, offering, offering to sell or license and/or selling
15 or licensing the Orbitz Reservation System, which is a specialized software
16 system designed for a specific use that infringes Ameranth’s patents, Orbitz
17 provides non-staple articles of commerce to others, including consumers and
18 hotel operators for use in infringing systems, products, and/or services.
19 Additionally, Orbitz provides instruction and direction regarding the use of the
20 Orbitz Reservation System, and advertises, promotes, and encourages the use of
21 the Orbitz Reservation System in a manner understood and intended by Orbitz to
22 infringe Ameranth’s patents, as described above. Users of the Orbitz Reservation
23 System, including but not limited to consumers and hotel operators, directly
24 infringe one or more valid and enforceable claims of the ‘850 patent for the
25 reasons set forth hereinabove.

1 26. On information and belief, the Orbitz Reservation System infringes one
2 or more valid and enforceable claims of the ‘850 patent, for the reasons set forth
3 hereinabove.

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

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

15 **COUNT II**

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

17 **(35 U.S.C. § 271)**

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

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

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

1 32. On information and belief, Defendant directly infringes and continues to
2 directly infringe one or more valid and enforceable claims of the '325 patent, in
3 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 Orbitz Reservation System. Ameranth has previously served
7 Orbitz with infringement contentions in this action further describing the details
8 of Orbitz's infringement of Ameranth's patents. Those infringement contentions
9 are attached hereto as **Exhibit D** and incorporated herein by reference.

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

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

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

25 37. On information and belief, Defendant contributorily infringes and
26 continues to contributorily infringe one or more valid and enforceable claims of
27 the ‘325 patent, in violation of 35 U.S.C. § 271(c), by offering to sell and/or

1 selling components of systems on which claims of the '325 patent read,
2 constituting a material part of the invention, knowing that the components were
3 especially adapted for use in systems which infringe claims of the '325 patent.

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

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

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

24 41. The aforesaid infringing activity of defendant Orbitz has directly and
25 proximately caused damage to plaintiff Ameranth, including loss of profits from
26 sales or licensing it would have made but for the infringements. Unless enjoined,
27

1 the aforesaid infringing activity will continue and cause irreparable injury to
2 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 paragraphs
7 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 Menu
10 Generation, and Handwriting and Voice Modification of Orders” (a true and
11 correct copy of which is attached hereto as **Exhibit C** and incorporated herein by
12 reference) was duly and legally issued by the United States Patent & Trademark
13 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 to
17 directly infringe one or more valid and enforceable claims of the ‘077 patent, in
18 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 Orbitz Reservation System.

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

1 operating system containing a graphical user interface, one or more displayable
2 master menus, menu configuration software enabled to generate a menu
3 configuration for a wireless handheld computing device in conformity with a
4 customized display layout, and enabled for synchronous communications and to
5 format the menu configuration for a customized display layout of at least two
6 different wireless handheld computing device display sizes, and/or (b) Enabling
7 reservations and other hospitality functions via iPhone, Android, and other
8 internet-enabled wireless handheld computing devices as well as via Web pages,
9 storing hospitality information and data on at least one database, on at least one
10 wireless handheld computing device, and on at least one Web server and Web
11 page, and synchronizing applications and data, including but not limited to
12 applications and data relating to orders, between at least one database, wireless
13 handheld computing devices, and at least one Web server and Web page; utilizing
14 communications control software enabled to link and synchronize hospitality
15 information between at least one database, wireless handheld computing device,
16 and web page, to display information on web pages and on different wireless
17 handheld computing device display sizes, and to allow information to be entered
18 via Web pages, transmitted over the internet, and automatically communicated to
19 at least one database and to wireless handheld computing devices; allowing
20 information to be entered via wireless handheld computing devices, transmitted
21 over the internet, and automatically communicated to at least one database and to
22 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 Orbitz, including consumers and
2 hotel operators, use the Orbitz Reservation System in a manner that infringes
3 upon one or more valid and enforceable claims of the '077 patent. Orbitz
4 provides instruction and direction regarding the use of the Orbitz Reservation
5 System and advertises, promotes, and encourages the use of the Orbitz
6 Reservation System in a manner understood and intended by Orbitz to infringe
7 Ameranth's patents. Orbitz provides such instruction, direction and
8 encouragement regarding infringing use of the Orbitz Reservations System on its
9 webpages, in advertising, in user videos, in offerings on mobile "app stores," in
10 press releases and in statements in industry news articles, as demonstrated in the
11 infringement contentions attached hereto as **Exhibit D** and in the references cited
12 in the appendix thereto.

13 49. On information and belief, Defendant actively induces others to infringe
14 the '077 patent in violation of 35 U.S.C. §271(b), by knowingly encouraging,
15 aiding and abetting customers of Orbitz, including consumers and hotel
16 operators, to use the infringing Orbitz Reservation System in the United States
17 without authority or license from Ameranth in a manner understood and intended
18 by Orbitz 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 and/or
22 selling components of systems on which claims of the '077 patent read,
23 constituting a material part of the invention, knowing that the components were
24 especially adapted for use in systems which infringe claims of the '077 patent.

25 51. By distributing, selling, offering, offering to sell or license and/or selling
26 or licensing the Orbitz Reservation System, which is a specialized software
27 system designed for a use that infringes Ameranth's patents, Defendant provides

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

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

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

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

23 **PRAYER FOR RELIEF**

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

26 1. Adjudging that the manufacture, use, offer for sale or license and /or
27 sale or license of the Orbitz Reservation 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 '850
5 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 inducing
10 others to infringe the valid and enforceable claims of the '850 patent, the '325
11 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 U.S.C.
14 § 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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