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Attorneys for Plaintiff Ameranth, Inc.

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

3 AMERANTH, INC.,
4 Plaintiff,
5 v.
6 STARWOOD HOTELS AND
7 RESORTS WORLDWIDE,
8 INC.,
9 Defendant.

Civil Action No. 12-cv-1629 DMS-WVG
Consolidated with
11-cv-01810-DMS-WVG

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT AGAINST
STARWOOD HOTELS AND RESORTS
WORLDWIDE, INC.**

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 Starwood Hotels and Resorts Worldwide, Inc. (“Starwood”), 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 Starwood is, on information and belief, a Maryland corporation having a principal place of business and headquarters in Scottsdale, Arizona. On information and belief, Starwood makes, uses, offers for sale or license and/or sells or licenses hotel and lodging, reservation restaurant, foodservice, point-of-sale and/or property management and other hospitality information-technology products, software, components and/or systems within this Judicial District, including the Starwood Reservation System as defined herein.

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1 **JURISDICTION AND VENUE**

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

4 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
5 1331 and 1338(a).

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

19 6. This Court has personal jurisdiction over Defendant because Defendant
20 commits acts of patent infringement in this Judicial District including, *inter*
21 *alia*, making, using, offering for sale or license, and/or selling or licensing
22 infringing services, products, software, components and/or systems in this
23 Judicial District. Additionally, Starwood has already appeared in this action
24 and submitted to the jurisdiction of the Court. Starwood has continued to
25 engage in and perform such acts of infringement since the filing of the original
26 complaint in this matter accusing Starwood of infringement of the Ameranth
27 patents at issue herein.

1 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§
2 1391(b) and (c) and 1400(b).

3 **BACKGROUND**

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

19 9. Ameranth began development of the inventions leading to the patents
20 in this patent family, including the patents-in-suit, in the late Summer of 1998,
21 at a time when the then-available wireless and internet hospitality offerings
22 were extremely limited in functionality, were not synchronized and did not
23 provide an integrated system-wide solution to the pervasive ordering,
24 reservations, affinity program and information management needs of the
25 hospitality industry. Ameranth uniquely recognized the actual problems that
26 needed to be resolved in order to meet those needs, and thereafter conceived

1 and developed its breakthrough inventions and products to provide systemic
2 and comprehensive solutions directed to optimally meeting these industry
3 needs. Ameranth has expended considerable effort and resources in inventing,
4 developing and marketing its inventions and protecting its rights therein.

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

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

1 numerous trade shows since the first of the presently-asserted patents issued in
2 2002. A number of companies have licensed patents and technology from
3 Ameranth, recognizing and confirming the value of Ameranth's innovations.
4 At all relevant times, Ameranth marked its own products with the numbers of
5 the Ameranth patents then issued, thereby providing companies, competitors,
6 and participants in the hospitality industry with notice of Ameranth's patents.
7 Furthermore, companies that license Ameranth's products have marked their
8 products with Ameranth's patent numbers, thereby also providing notice of
9 Ameranth's patents.

10 **RELATED CASES PREVIOUSLY FILED**

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

15 13. Ameranth is also currently asserting claims of these same patents in
16 separate lawsuits, against other defendants, that are already pending in this
17 Court. The first-filed lawsuit asserts claims of the '850 and '325 patents and is
18 entitled *Ameranth v. Pizza Hut, Inc. et al.*, Case No. 3:11-cv-01810-DMS-
19 WVG. Lawsuits subsequently filed by Ameranth in this Court, asserting claims
20 of the '077 patent, include Case Nos. 3:12-cv-00729-DMS-WVG; 3:12-cv-
21 00731-DMS-WVG; 3:12-cv-00732-DMS-WVG; 3:12-cv-00733-DMS-WVG;
22 3:12-cv-00737-DMS-WVG; 3:12-cv-00738-JLS-NLS (settled); 3:12-cv-00739-
23 DMS-WVG and 3:12-cv-00742-DMS-WVG. Other lawsuits filed by Ameranth
24 in this Court asserting claims of the '850, '325, and '077 patents are Case No.
25 3:12-cv-00858-DMS-WVG; 3:12-cv-1201-JLS-NLS (settled); 3:12-cv-01651-
26 DMS-WVG; 3:12-cv-01649-DMS-WVG; 3:12-cv-01630-DMS-WVG; 3:12-

1 cv-01631-DMS-WVG; 3:12-cv-01634-DMS-WVG; 3:12-cv-01654-DMS-
2 WVG; 3:12-cv-01636-DMS-WVG; 3:12-cv-01653-DMS-WVG; 3:12-cv-
3 01642-DMS-WVG; 3:12-cv-01643-DMS-WVG; 3:12-cv-01646-DMS-WVG
4 3:12-cv-01647-JLS-NLS (settled); 3:12-cv-01648-DMS-WVG; 3:12-cv-01640-
5 DMS-WVG; 3:12-cv-01650-DMS-WVG; 3:12-cv-01652-DMS-WVG; 3:12-
6 cv-01633-DMS-WVG; 3:12-cv-01627-DMS-WVG; 3:12-cv-01655-DMS-
7 WVG; 3:12-cv-01656-DMS-WVG; 3:12-cv-01659-DMS-WVG (settled); 3:13-
8 cv-00350-DMS-WVG; 3:13-cv-00352-DMS-WVG; 3:13-cv-00353-DMS-
9 WVG; 3:13-cv-0836-DMS-WVG (settled) and 3:13-cv-01072-DMS-WVG.

10 All of the above still-pending cases have been consolidated for pre-trial through
11 claim construction except for 3:13-cv-00350-DMS-WVG; 3:13-cv-00352-
12 DMS-WVG; 3:13-cv-00353-DMS-WVG; and 3:13-cv-01072-DMS-WVG.

13 These include lawsuits against business partners of Defendant, such as travel
14 aggregators with whom Defendant does business

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

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COUNT I

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

(35 U.S.C. § 271)

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

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

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

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

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

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

5 21. On information and belief, customers of Starwood, including
6 consumers and hotel operators, use the Starwood Reservation System, in a
7 manner that infringes the Ameranth patents. Starwood provides instruction and
8 direction regarding the use of the Starwood Reservation System, and advertises,
9 promotes, and encourages the use of the Starwood Reservation System in a
10 manner understood and intended by Starwood to infringe Ameranth’s patents.
11 Starwood provides such instruction, direction and encouragement regarding
12 infringing use of the Starwood Reservations System on its webpages, in
13 advertising, in user videos, in offerings on mobile “app stores”, in press releases
14 and in statements in industry news articles, etc., as demonstrated in the
15 infringement contentions attached hereto as **Exhibit D** and in the references
16 cited in the appendix thereto.

17 22. On information and belief, the Starwood Reservation System infringes
18 one or more valid and enforceable claims of the ‘850 patent for the reasons set
19 forth hereinabove.

20 23. On information and belief, at least since the filing and service of the
21 original complaint against Starwood in this matter, Starwood has had
22 knowledge of the ‘850 patent, and knew or should have known that its
23 continued offering and deployment of the Starwood Reservation System, and its
24 continued support of consumers, hotel operators, and other users of this
25 system/product/service, would induce direct infringement by those users.

1 Additionally, Starwood intended that its actions would induce direct
2 infringement of Ameranth's patents by those users.

3 24. On information and belief, Defendant has indirectly infringed and
4 continues to indirectly infringe one or more valid and enforceable claims of the
5 '850 patent, in violation of 35 U.S.C. § 271(c).

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

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

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

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

6 **COUNT II**

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

8 **(35 U.S.C. § 271)**

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

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

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

18 32. On information and belief, Defendant directly infringes and continues
19 to directly infringe one or more valid and enforceable claims of the ‘325 patent,
20 in violation of 35 U.S.C. § 271(a), by making, using, offering for sale or license
21 and/or selling or licensing infringing systems, products, and/or services in the
22 United States without authority or license from Ameranth, including but not
23 limited to the Starwood Reservation System. Ameranth has previously served
24 Starwood with infringement contentions in this action further describing the
25 details of Starwood infringement of Ameranth’s patents. Those infringement
26 contentions are attached hereto as **Exhibit D** and incorporated herein by
27 reference.

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

20 34. On information and belief, Defendant has indirectly infringed and
21 continues to indirectly infringe one or more valid and enforceable claims of the
22 '325 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
23 intentionally inducing direct infringement by other persons.

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

1 ‘325 patent. Starwood provides instruction and direction regarding the use of
2 the Starwood Reservation System and advertises, promotes, and encourages the
3 use of the Starwood Reservation System in a manner understood and intended
4 by Defendant to infringe Ameranth’s patents. Starwood provides such
5 instruction, direction and encouragement regarding infringing use of the
6 Starwood Reservation System on its webpages, in advertising, in user videos, in
7 offerings on mobile “app stores,” in press releases and in statements in industry
8 news articles, as demonstrated in the infringement contentions attached hereto
9 as **Exhibit D** and in the references cited in the appendix thereto.

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

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

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

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

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

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

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COUNT III

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

(35 U.S.C. § 271)

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

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

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

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

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

1 interface, one or more displayable master menus, menu configuration software
2 enabled to generate a menu configuration for a wireless handheld computing
3 device in conformity with a customized display layout, and enabled for
4 synchronous communications and to format the menu configuration for a
5 customized display layout of at least two different wireless handheld computing
6 device display sizes, and/or (b) Enabling reservations and other hospitality
7 functions via iPhone, Android, and other internet-enabled wireless handheld
8 computing devices as well as via Web pages, storing hospitality information
9 and data on at least one database, on at least one wireless handheld computing
10 device, and on at least one Web server and Web page, and synchronizing
11 applications and data, including but not limited to applications and data relating
12 to orders, between at least one database, wireless handheld computing devices,
13 and at least one Web server and Web page; utilizing communications control
14 software enabled to link and synchronize hospitality information between at
15 least one database, wireless handheld computing device, and web page, to
16 display information on web pages and on different wireless handheld
17 computing device display sizes, and to allow information to be entered via Web
18 pages, transmitted over the internet, and automatically communicated to at least
19 one database and to wireless handheld computing devices; allowing information
20 to be entered via wireless handheld computing devices, transmitted over the
21 internet, and automatically communicated to at least one database and to Web
22 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 Starwood, including
2 consumers and hotel operators, use the Starwood Reservation System in a
3 manner that infringes upon one or more valid and enforceable claims of the
4 ‘077 patent. Starwood provides instruction and direction regarding the use of
5 the Starwood Reservation System and advertises, promotes, and encourages the
6 use of the Starwood Reservation System in a manner understood and intended
7 by Starwood to infringe Ameranth’s patents. Starwood provides such
8 instruction, direction and encouragement regarding infringing use of the
9 Starwood Reservations System on its webpages, in advertising, in user videos,
10 in offerings on mobile “app stores,” in press releases and in statements in
11 industry news articles, etc., as demonstrated in the infringement contentions
12 attached hereto as **Exhibit D** and in the references cited in the 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 Starwood, including consumers
16 and hotel operators, to use the infringing Starwood Reservation System in the
17 United States without authority or license from Ameranth, with the knowledge
18 that said customers of Starwood were directly infringing the ‘077 patent in a
19 manner understood and intended by Starwood to infringe Ameranth’s patents,
20 as described above.

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

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

13 52. On information and belief, the Starwood Reservation System infringes
14 one or more valid and enforceable claims of the '077 patent, for the reasons set
15 forth hereinabove.

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

23 54. The aforesaid infringing activity of defendant Starwood has directly
24 and proximately caused damage to plaintiff Ameranth, including loss of profits
25 from sales or licensing it would have made but for the infringements. Unless
26 enjoined, the aforesaid infringing activity will continue and cause irreparable

1 injury to Ameranth for which there is no adequate remedy at law.

2 **PRAYER FOR RELIEF**

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

5 1. Adjudging that the manufacture, use, offer for sale or license
6 and/or sale or license of the Starwood Reservation System infringes valid and
7 enforceable claims of the '850 patent, the '325 patent, and the '077 patent, as
8 set forth hereinabove;

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

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

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

21 5. Awarding to Ameranth its costs of suit, and interest as provided by
22 law; and

23 6. Awarding to Ameranth such other and further relief that this Court
24 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
William J. Caldarelli

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