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

AMERANTH, INC.,  
  
Plaintiff,  
  
v.  
  
WANDERSPOT LLC,  
  
Defendant.

Civil Action No. 12-cv-1652 DMS-WVG

Consolidated with  
11-cv-01810-DMS-WVG

**FIRST AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT AGAINST  
WANDERSPOT LLC**

**DEMAND FOR JURY TRIAL**



1 Production on both Urbanspoon and OpenTable for documents related to this  
2 transaction in order to assess the impact of this transaction on the pleadings  
3 against these two Defendants. To date, Ameranth has yet to receive these  
4 documents. Upon receipt, Ameranth will seek leave to amend its Complaints  
5 against OpenTable and Urbanspoon as may be appropriate.

6 **JURISDICTION AND VENUE**

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

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

11 6. On information and belief, Defendant engages in (a) the offer for sale or  
12 license and sale or license of hospitality industry and reservation products and/or  
13 components in the United States, including this Judicial District, including  
14 services, products, software, and components, comprising wireless and internet  
15 POS and/or hospitality aspects; (b) the installation and maintenance of said  
16 services, products, software, components and/or systems in hospitality industry,  
17 reservation, and/or entertainment information technology systems in the United  
18 States, including this Judicial District; and/or (c) the use of hospitality industry,  
19 reservation, , and/or entertainment information technology systems comprising  
20 said services, products, software, components and/or systems in the United  
21 States, including this Judicial District.

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

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

6 **BACKGROUND**

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

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

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

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

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

11 **RELATED CASES PREVIOUSLY FILED**

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

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

1 DMS-WVG; 3:12-cv-01634-DMS-WVG; 3:12-cv-01654-DMS-WVG; 3:12-cv-  
2 01636-DMS-WVG; 3:12-cv-01653-DMS-WVG; 3:12-cv-01642-DMS-WVG;  
3 3:12-cv-01643-DMS-WVG; 3:12-cv-01646-DMS-WVG 3:12-cv-01647-JLS-  
4 NLS (settled); 3:12-cv-01648-DMS-WVG; 3:12-cv-01640-DMS-WVG; 3:12-cv-  
5 01650-DMS-WVG; 3:12-cv-01649-DMS-WVG; 3:12-cv-01633-DMS-WVG;  
6 3:12-cv-01627-DMS-WVG; 3:12-cv-01655-DMS-WVG; 3:12-cv-01656-DMS-  
7 WVG; 3:12-cv-01659-DMS-WVG (settled); 3:13-cv-00350-DMS-WVG; 3:13-  
8 cv-00352-DMS-WVG; 3:13-cv-00353-DMS-WVG; 3:13-cv-0836-DMS-WVG  
9 (settled) and 3:13-cv-01072-DMS-WVG. All of the above still-pending cases  
10 have been consolidated for pre-trial through claim construction except for 3:13-  
11 cv-00350-DMS-WVG; 3:13-cv-00352-DMS-WVG; 3:13-cv-00353-DMS-WVG;  
12 and 3:13-cv-01072-DMS-WVG.

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

21 **COUNT I**

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

23 **(35 U.S.C. § 271)**

24 16. Plaintiff reiterates and incorporates the allegations set forth in paragraphs  
25 1-15 above as if fully set forth herein.

26 17. On May 7, 2002, the '850 patent entitled "Information Management and  
27 Synchronous Communications System with Menu Generation" (a true and copy  
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1 of which is attached hereto as **Exhibit A**) was duly and legally issued by the  
2 United States Patent & Trademark Office.

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

5 19. On information and belief, Defendant directly infringes and continues to  
6 directly infringe one or more valid and enforceable claims of the ‘850 patent, in  
7 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 Urbanspoon system/product/service, which includes, inter alia,  
11 wireless and internet POS and restaurant-reservation and table management  
12 integration, online and mobile reservations, integration with e-mail and affinity  
13 program and social media applications such as Facebook, Twitter, Groupon, and  
14 YouTube, and/or other third-party web-based applications, and other hospitality  
15 aspects (“Urbanspoon System”). Ameranth has previously served Urbanspoon  
16 with infringement contentions in this action further describing the details of  
17 Urbanspoon infringement of Ameranth’s patents. Those infringement  
18 contentions are attached hereto as **Exhibit D** and incorporated herein by  
19 reference.

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

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

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

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

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

15 25. 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 26. By distributing, selling, offering, offering to sell or license and/or selling  
19 or licensing the Urbanspoon System, which is a specialized software system  
20 designed for a specific use that infringes Ameranth’s patents, Urbanspoon  
21 provides non-staple articles of commerce to others for use in infringing systems,  
22 products, and/or services. Additionally, Urbanspoon provides instruction and  
23 direction regarding the use of the Urbanspoon System, and advertises, promotes,  
24 and encourages the use of the Urbanspoon System in a manner understood and  
25 intended by Urbanspoon to infringe Ameranth’s patents, as described above.  
26 Users of the Urbanspoon System, including but not limited to consumers and  
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1 restaurant operators, directly infringe one or more valid and enforceable claims of  
2 the ‘850 patent for the reasons set forth hereinabove.

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

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

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

17 **COUNT II**

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

19 **(35 U.S.C. § 271)**

20 30. Plaintiff reiterates and reincorporates the allegations set forth in  
21 paragraphs 1-29 above as if fully set forth herein.

22 31. On March 22, 2005, the ‘325 patent entitled “Information Management  
23 and Synchronous Communications System with Menu Generation” (a true and  
24 correct copy of which is attached hereto as **Exhibit B**) was duly and legally  
25 issued by the United States Patent & Trademark Office.

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

1       33. 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 Urbanspoon System. Ameranth has previously served Urbanspoon  
7 with infringement contentions in this action further describing the details of  
8 Urbanspoon infringement of Ameranth's patents. Those infringement  
9 contentions are attached hereto as **Exhibit D** and incorporated herein by  
10 reference.

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

3 35. 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 36. On information and belief, customers of Urbanspoon, including  
8 consumers and restaurant operators use the Urbanspoon System in a manner that  
9 infringes upon one or more valid and enforceable claims of the ‘325 patent.  
10 Urbanspoon provides instruction and direction regarding the use of the  
11 Urbanspoon System and advertises, promotes, and encourages the use of the  
12 Urbanspoon System in a manner understood and intended by Defendant to  
13 infringe Ameranth’s patents. Urbanspoon provides such instruction, direction  
14 and encouragement regarding infringing use of the Urbanspoon 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 37. 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 Urbanspoon, including consumers and  
22 restaurant operators to use the infringing Urbanspoon System in the United States  
23 without authority or license from Ameranth, with the knowledge that said  
24 customers of Urbanspoon were directly infringing the ‘325 patent in a manner  
25 understood and intended by Urbanspoon to infringe Ameranth’s patents, as  
26 described above.

1 38. On information and belief, Defendant contributorily infringes and  
2 continues to contributorily infringe one or more valid and enforceable claims of  
3 the '325 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 '325 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 '325 patent.

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

18 40. On information and belief, the Urbanspoon System infringes one or more  
19 valid and enforceable claims of the '325 patent, for the reasons set forth  
20 hereinabove.

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



1 42. The aforesaid infringing activity of defendant Urbanspoon 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 III**

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

8 **(35 U.S.C. § 271)**

9 43. Plaintiff reiterates and incorporates the allegations set forth in paragraphs  
10 1-42 above as if fully set forth herein.

11 44. On March 27, 2012, the '077 patent entitled "Information Management  
12 and Synchronous Communications System with Menu Generation, and  
13 Handwriting and Voice Modification of Orders" (a true copy of which is attached  
14 hereto as **Exhibit C** and incorporated herein by reference) was duly and legally  
15 issued by the United States Patent & Trademark Office.

16 45. Plaintiff Ameranth is the lawful owner by assignment of all right, title  
17 and interest in and to the '077 patent.

18 46. On information and belief, Defendant directly infringes and continues to  
19 directly infringe one or more valid and enforceable claims of the '077 patent, in  
20 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 Urbanspoon System.

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

25 48. On information and belief, Defendant has indirectly infringed and  
26 continues to indirectly infringe one or more valid and enforceable claims of the  
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1 ‘077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and  
2 intentionally inducing direct infringement by other persons.

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

15 50. On information and belief, Defendant actively induces others to infringe  
16 the ‘077 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging,  
17 aiding and abetting customers of Urbanspoon, including consumers and  
18 restaurant operators to use the infringing Urbanspoon System in the United States  
19 without authority or license from Ameranth, with the knowledge that said  
20 customers of Urbanspoon were directly infringing the ‘077 patent in a manner  
21 understood and intended by Urbanspoon to infringe Ameranth’s patents, as  
22 described above.

23 51. On information and belief, Defendant contributorily infringes and  
24 continues to contributorily infringe one or more valid and enforceable claims of  
25 the ‘077 patent, in violation of 35 U.S.C. § 271(c), by offering to sell and/or  
26 selling components of systems on which claims of the ‘077 patent read,  
27

1 constituting a material part of the invention, knowing that the components were  
2 especially adapted for use in systems which infringe claims of the '077 patent.

3 52. By distributing, selling, offering, offering to sell or license and/or selling  
4 or licensing the Urbanspoon System, which is a specialized software system  
5 designed for a use that infringes Ameranth's patents, Defendant provides non-  
6 staple articles of commerce to others for use in infringing systems, products,  
7 and/or services. Additionally, Urbanspoon provides instruction and direction  
8 regarding the use of the Urbanspoon System and advertises, promotes, and  
9 encourages the use of the Urbanspoon System in a manner understood and  
10 intended by Urbanspoon to infringe Ameranth's patents, as described above.  
11 Users of the Urbanspoon System directly infringe one or more valid and  
12 enforceable claims of the '077 patent, for the reasons set forth hereinabove.

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

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

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

**PRAYER FOR RELIEF**

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

1. Adjudging that the manufacture, use, offer for sale or license and /or sale or license of the Urbanspoon System infringes valid and enforceable claims of the ‘850 patent, the ‘325 patent, and the ‘077 patent, as set forth hereinabove;

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

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

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

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

6. Awarding to Ameranth such other and further relief that this Court 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

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