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Attorneys for Plaintiff Ameranth, Inc.

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

AMERANTH, INC.

Plaintiff,

v.

AGILYSYS, INC.,

Defendant.

Case No.

**'12CV0858 H MDD**

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc., for its Complaint against defendant Agilysys, Inc.  
3 (“Agilysys”), avers as follows:

4 **PARTIES**

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

14 2. Defendant Agilysys, Inc. (“Agilysys”) is, on information and belief, an Ohio  
15 corporation having a principal place of business and headquarters in Solon, Ohio, with offices  
16 for its Hospitality Services business in Santa Barbara, California, Alpharetta, Georgia, and Las  
17 Vegas, Nevada. On information and belief, Agilysys makes, uses, sells and/or offers for sale,  
18 restaurant, foodservice, point-of-sale and property management and other hospitality  
19 information technology products, software, components and/or systems within this Judicial  
20 District, including, *inter alia*, Infogenesis POS by Agilysys with Infogenesis Roam Mobile  
21 Software Solution and/or mPOS; Lodging Management Solution by Agilysys with LMS  
22 ResNet and/or Mobile ResNet, Guest360 Property Management Solution by Agilysys; and  
23 ResPAK Restaurant Management (collectively, the “Agilysys Systems”).

24 **JURISDICTION AND VENUE**

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

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



1 computer servers, web servers, databases, affinity/social networking systems, desktop  
2 computers, laptops, “smart” phones and other wireless handheld computing devices.

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

13 10. Ameranth’s pioneering inventions have been widely adopted and are thus now  
14 essential to the modern wireless hospitality enterprise of the 21st Century. Ameranth’s  
15 solutions have been adopted, licensed and/or deployed by numerous entities across the  
16 hospitality industry.

17 11. The adoption of Ameranth’s technology by industry leaders and the wide acclaim  
18 received by Ameranth for its technological innovations are just some of the many  
19 confirmations of the breakthrough aspects of Ameranth’s inventions. Ameranth has received  
20 twelve different technology awards (three with “end customer” partners) and has been widely  
21 recognized as a hospitality wireless/internet technology leader by almost all major national and  
22 hospitality print publications, *e.g.*, The Wall Street Journal, New York Times, USA Today and  
23 many others. Ameranth was personally nominated by Bill Gates, the Founder of Microsoft, for  
24 the prestigious Computerworld Honors Award that Ameranth received in 2001 for its  
25 breakthrough synchronized reservations/ticketing system with the Improv Comedy Theatres.  
26 In his nomination, Mr. Gates described Ameranth as “one of the leading pioneers of  
27 information technology for the betterment of mankind.” This prestigious award was based on  
28 Ameranth’s innovative synchronization of wireless/web/fixed hospitality software technology.

1 Subsequently, the United States Patent and Trademark Office granted Ameranth a number of  
2 currently-issued patents, two of which are the basis for this lawsuit. Ameranth has issued press  
3 releases announcing these patent grants on business wires, on its web sites and at numerous  
4 trade shows attended by various of the Defendants since the first of the two presently-asserted  
5 patents issued in 2002. A number of companies have licensed patents and technology from  
6 Ameranth, recognizing the value of Ameranth's innovations, including a limited-scope patent  
7 license with Agilysys for many years, which has now expired..

8 **RELATED CASES PREVIOUSLY FILED**

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

13 13. Ameranth is also currently asserting claims of these same patents in separate  
14 lawsuits, against other defendants, that are already pending in this Court. The first-filed  
15 lawsuit asserts claims of the '850 and '325 patents and is entitled *Ameranth v. Pizza Hut, Inc.*  
16 *et al.*, Case No. 3:11-cv-01810-JLS-NLS. Lawsuits subsequently filed by Ameranth in this  
17 Court, asserting claims of the '077 patent, are Case Nos. 3:12-cv-00729-JLS-NLS; 3:12-cv-  
18 00731-JLS-NLS; 3:12-cv-00732-JLS-NLS; 3:12-cv-00733-JLS-NLS; 3:12-cv-00737-JLS-  
19 NLS; 3:12-cv-00738-JLS-NLS; 3:12-cv-00739-JLS-NLS; and 3:12-cv-00742-JLS-NLS.

20 **COUNT I**

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

22 **(35 U.S.C. § 271)**

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

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

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

3 17. On information and belief, Defendant directly infringes and continues to directly  
4 infringe one or more valid and enforceable claims of the '850 patent, in violation of 35 U.S.C.  
5 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing  
6 systems, products, and/or services in the United States without authority or license from  
7 Ameranth, including but not limited to the Agilysys Systems.

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

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

5 20. On information and belief, customers of Agilysys, including consumers and  
6 restaurant operators, use the Agilysys Systems. Agilysys provides instruction and direction  
7 regarding the use of the Agilysys Systems, and advertises, promotes, and encourages the use of  
8 the Agilysys Systems.

9 21. On information and belief, each of the Agilysys Systems infringes one or more valid  
10 and enforceable claims of the '850 patent for the reasons set forth hereinabove.

11 22. Agilysys has long had knowledge of the '850 patent, and knew or should have  
12 known that its continued offering and deployment of the Agilysys Systems, and its continued  
13 support of consumers, restaurant operators, and other users of this system/product/service,  
14 would induce direct infringement by those users. Additionally, Agilysys intended that its  
15 actions would induce direct infringement by those users.

16 23. On information and belief, Defendant has indirectly infringed and continues to  
17 indirectly infringe one or more valid and enforceable claims of the '850 patent, in violation of  
18 35 U.S.C. § 271(c).

19 24. By distributing, selling, offering, offering to sell or license and/or selling or licensing  
20 the Agilysys Systems, Agilysys provides non-staple articles of commerce to others for use in  
21 infringing systems, products, and/or services. Additionally, Agilysys provides instruction and  
22 direction regarding the use of the Agilysys Systems, and advertises, promotes, and encourages  
23 the use of the Agilysys Systems. Users of one or more of the Agilysys Systems directly  
24 infringe one or more valid and enforceable claims of the '850 patent for the reasons set forth  
25 hereinabove.

26 25. On information and belief, each of the Agilysys Systems infringes one or more valid  
27 and enforceable claims of the '850 patent, for the reasons set forth hereinabove.

28

1 26. Agilysys has long had knowledge of the ‘850 patent, including knowledge that each  
2 of the Agilysys Systems, which are non-staple articles of commerce, were used as a material  
3 part of the claimed invention of the ‘850 patent, and that there were no substantial non-  
4 infringing uses for the Agilysys Systems.

5 27. On information and belief, the aforesaid infringing activities of defendant Agilysys  
6 have been done with knowledge and willful disregard of Ameranth’s patent rights, making this  
7 an exceptional case within the meaning of 35 U.S.C. § 285.

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

12 **COUNT II**

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

14 **(35 U.S.C. § 271)**

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

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

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

23 32. On information and belief, Defendant directly infringes and continues to directly  
24 infringe one or more valid and enforceable claims of the ‘325 patent, in violation of 35 U.S.C.  
25 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing  
26 systems, products, and/or services in the United States without authority or license from  
27 Ameranth, including but not limited to the Agilysys Systems.



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

17           34. On information and belief, Defendant has indirectly infringed and continues to  
18 indirectly infringe one or more valid and enforceable claims of the ‘325 patent, in violation of  
19 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by  
20 other persons.

21           35. On information and belief, customers of Agilysys, including consumers and  
22 restaurant operators, use the Agilysys Systems in a manner that infringes upon one or more  
23 valid and enforceable claims of the ‘325 patent. Agilysys provides instruction and direction  
24 regarding the use of the Agilysys Systems and advertises, promotes, and encourages the use of  
25 the Agilysys Systems.

26           36. On information and belief, Defendant actively induces others to infringe the ‘325  
27 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting  
28

1 customers of Agilysys, including consumers and restaurant operators, to use the infringing  
2 Agilysys Systems in the United States without authority or license from Ameranth.

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

9 38. By distributing, selling, offering, offering to sell or license and/or selling or licensing  
10 the Agilysys Systems Defendant provides non-staple articles of commerce to others for use in  
11 infringing systems, products, and/or services. Additionally, Agilysys provides instruction and  
12 direction regarding the use of the Agilysys Systems and advertises, promotes, and encourages  
13 the use of the Agilysys Ordering System. Users of the Agilysys Systems directly infringe one  
14 or more valid and enforceable claims of the '325 patent, for the reasons set forth hereinabove.

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

17 40. Agilysys has long had knowledge of the '325 patent, including knowledge that each  
18 of the Agilysys Systems, which are non-staple articles of commerce, were used as a material  
19 part of the claimed invention of the '325 patent, and that there were no substantial non-  
20 infringing uses for the Agilysys Systems.

21 41. On information and belief, the aforesaid infringing activities of defendant Agilysys  
22 have been done with knowledge and willful disregard of Ameranth's patent rights, making this  
23 an exceptional case within the meaning of 35 U.S.C. § 285.

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

28

**COUNT III**

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

**(35 U.S.C. § 271)**

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

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

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

13 46. On information and belief, Defendant directly infringes and continues to directly  
14 infringe one or more valid and enforceable claims of the ‘077 patent, in violation of 35 U.S.C.  
15 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing  
16 systems, products, and/or services in the United States without authority or license from  
17 Ameranth, including but not limited to the Agilysys Systems.

18 47. On information and belief, each of the Agilysys Systems, as deployed and/or used  
19 at or from one or more locations by Agilysys, its agents, distributors, partners, affiliates,  
20 licensees, and/or their customers, infringes one or more valid and enforceable claims of the  
21 ‘077 patent, by, *inter alia*, doing at least one of the following: (a) Configuring and transmitting  
22 menus in a system including a central processing unit, a data storage device, a computer  
23 operating system containing a graphical user interface, one or more displayable master menus,  
24 menu configuration software enabled to generate a menu configuration for a wireless handheld  
25 computing device in conformity with a customized display layout, and enabled for  
26 synchronous communications and to format the menu configuration for a customized display  
27 layout of at least two different wireless handheld computing device display sizes, and/or (b)  
28 Enabling ordering and other hospitality functions via iPhone, Android, and other internet-

1 enabled wireless handheld computing devices as well as via Web pages, storing hospitality  
2 information and data on at least one database, on at least one wireless handheld computing  
3 device, and on at least one Web server and Web page, and synchronizing applications and data,  
4 including but not limited to applications and data relating to orders, between at least one  
5 database, wireless handheld computing devices, and at least one Web server and Web page;  
6 utilizing communications control software enabled to link and synchronize hospitality  
7 information between at least one database, wireless handheld computing device, and web page,  
8 to display information on web pages and on different wireless handheld computing device  
9 display sizes, and to allow information to be entered via Web pages, transmitted over the  
10 internet, and automatically communicated to at least one database and to wireless handheld  
11 computing devices; allowing information to be entered via wireless handheld computing  
12 devices, transmitted over the internet, and automatically communicated to at least one database  
13 and to Web pages.

14 48. On information and belief, Defendant has indirectly infringed and continues to  
15 indirectly infringe one or more valid and enforceable claims of the '077 patent, in violation of  
16 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by  
17 other persons.

18 49. On information and belief, customers of Agilysys, including consumers and  
19 restaurant operators, use the Agilysys Systems in a manner that infringes upon one or more  
20 valid and enforceable claims of the '077 patent. Agilysys provides instruction and direction  
21 regarding the use of the Agilysys Systems and advertises, promotes, and encourages the use of  
22 the Agilysys Systems.

23 50. On information and belief, Defendant actively induces others to infringe the '077  
24 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting  
25 customers of Agilysys, including consumers and restaurant operators, to use the infringing  
26 Agilysys Systems in the United States without authority or license from Ameranth.

27 51. On information and belief, Defendant contributorily infringes and continues to  
28 contributorily infringe one or more valid and enforceable claims of the '077 patent, in violation

1 of 35 U.S.C. § 271(c) by offering to sell and/or selling components of systems on which claims  
2 of the '077 patent read, constituting a material part of the invention, knowing that the  
3 components were especially adapted for use in systems which infringe claims of the '077  
4 patent.

5 52. By distributing, selling, offering, offering to sell or license and/or selling or licensing  
6 the Agilysys Systems, Defendant provides non-staple articles of commerce to others for use in  
7 infringing systems, products, and/or services. Additionally, Agilysys provides instruction and  
8 direction regarding the use of the Agilysys Systems and advertises, promotes, and encourages  
9 the use of the Agilysys Systems. Users of the Agilysys Systems directly infringe one or more  
10 valid and enforceable claims of the '077 patent, for the reasons set forth hereinabove.

11 53. On information and belief, each of the Agilysys Systems infringes one or more valid  
12 and enforceable claims of the '077 patent, for the reasons set forth hereinabove.

13 54. Agilysys has had knowledge of the '077 patent at least as of the filing and/or service  
14 of this complaint, including knowledge that each of the Agilysys Systems, which are non-  
15 staple articles of commerce, were used as a material part of the claimed invention of the '077  
16 patent, and that there were no substantial non-infringing uses for the Agilysys Systems.

17 55. On information and belief, the aforesaid infringing activities of defendant Agilysys  
18 have been done with knowledge and willful disregard of Ameranth's patent rights, making this  
19 an exceptional case within the meaning of 35 U.S.C. § 285.

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

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**PRAYER FOR RELIEF**

WHEREFORE, plaintiff Ameranth respectfully prays for judgment against Defendants, and each of them, as follows:

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

3. Adjudging that Defendant’s infringement of the valid and enforceable claims of the ‘850 patent, and the ‘325 patent, and the ‘077 patent, has been knowing and willful;

4. 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, and the ‘325 patent, and the ‘077 patent;

5. 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;

6. Awarding Ameranth increased damages of three times the amount of damages found or assessed against Defendant by reason of the knowing, willful and deliberate nature of Defendant’s acts of infringement pursuant to 35 U.S.C. § 284;

7. Adjudging this to be an exceptional case and awarding Ameranth its attorney’s fees pursuant to 35 U.S.C. §285;

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

9. 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: April 6, 2012

CALDARELLI HEJMANOWSKI & PAGE LLP

By: /s/ William J. Caldarelli  
William J. Caldarelli

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