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

AMERANTH, INC.

Plaintiff,

v.

CHOWNOW, LLC,

Defendant.

Case No. '12CV1201 DMS JMA

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc., for its Complaint against defendant ChowNow, LLC  
3 (“ChowNow”), 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 ChowNow, LLC (“ChowNow”) is, on information and belief, a California  
15 limited liability company having a principal place of business and headquarters in Santa  
16 Monica, California. On information and belief, ChowNow makes, uses, sells and/or offers for  
17 sale, restaurant, foodservice, point-of-sale and property management and other hospitality  
18 information technology products, software, components and/or systems within this Judicial  
19 District, including the ChowNow Ordering System as defined herein.

20 **JURISDICTION AND VENUE**

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

23 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
24 1338(a).

25 5. On information and belief, Defendant engages in (a) the offer for sale or license and  
26 sale or license of hospitality, restaurant, food service, ordering, products and/or components in  
27 the United States, including this Judicial District, including services, products, software, and  
28 components, comprising wireless and internet POS and/or hospitality aspects; (b) the

1 installation and maintenance of said services, products, software, components and/or systems  
2 in hospitality industry, restaurant, food service, and/or entertainment information technology  
3 systems in the United States, including this Judicial District; and/or (c) the use of hospitality  
4 industry, restaurant, food service, and/or entertainment information technology systems  
5 comprising said services, products, software, components and/or systems in the United States,  
6 including this Judicial District.

7 6. This Court has personal jurisdiction over Defendant because Defendant commits acts  
8 of patent infringement in this Judicial District including, *inter alia*, making, using, offering for  
9 sale or license, and/or selling or licensing infringing services, products, software, components  
10 and/or systems in this Judicial District.

11 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b) and (c) and  
12 1400(b).

### 13 **BACKGROUND**

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

26 9. Ameranth began development of the inventions leading to the patent-in-suit and the  
27 other patents in this patent family in the late Summer of 1998, at a time when the then-  
28 available wireless and internet hospitality offerings were extremely limited in functionality,

1 were not synchronized and did not provide an integrated system-wide solution to the pervasive  
2 ordering, reservations, affinity program and information management needs of the hospitality  
3 industry. Ameranth uniquely recognized the actual problems that needed to be resolved in  
4 order to meet those needs, and thereafter conceived and developed its breakthrough inventions  
5 and products to provide systemic and comprehensive solutions directed to optimally meeting  
6 these industry needs. Ameranth has expended considerable effort and resources in inventing,  
7 developing and marketing its inventions and protecting its rights therein.

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

12 11. The adoption of Ameranth's technology by industry leaders and the wide acclaim  
13 received by Ameranth for its technological innovations are just some of the many  
14 confirmations of the breakthrough aspects of Ameranth's inventions. Ameranth has received  
15 twelve different technology awards (three with "end customer" partners) and has been widely  
16 recognized as a hospitality wireless/internet technology leader by almost all major national and  
17 hospitality print publications, *e.g.*, The Wall Street Journal, New York Times, USA Today and  
18 many others. Ameranth was personally nominated by Bill Gates, the Founder of Microsoft, for  
19 the prestigious Computerworld Honors Award that Ameranth received in 2001 for its  
20 breakthrough synchronized reservations/ticketing system with the Improv Comedy Theatres.  
21 In his nomination, Mr. Gates described Ameranth as "one of the leading pioneers of  
22 information technology for the betterment of mankind." This prestigious award was based on  
23 Ameranth's innovative synchronization of wireless/web/fixed hospitality software technology.  
24 Subsequently, the United States Patent and Trademark Office granted Ameranth a number of  
25 currently-issued patents, two of which are the basis for this lawsuit. Ameranth has issued press  
26 releases announcing these patent grants on business wires, on its web sites and at numerous  
27 trade shows attended by various of the Defendants since the first of the two presently-asserted  
28

1 patents issued in 2002. A number of companies have licensed patents and technology from  
2 Ameranth, recognizing and confirming the value of Ameranth's innovations.

3 **RELATED CASES PREVIOUSLY FILED**

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

8 13. Ameranth is also currently asserting claims of these same patents in separate  
9 lawsuits, against other defendants, that are already pending in this Court. The first-filed  
10 lawsuit asserts claims of the '850 and '325 patents and is entitled *Ameranth v. Pizza Hut, Inc.*  
11 *et al.*, Case No. 3:11-cv-01810-JLS-NLS. Lawsuits subsequently filed by Ameranth in this  
12 Court, asserting claims of the '077 patent, include Case Nos. 3:12-cv-00729-JLS-NLS; 3:12-  
13 cv-00731-JLS-NLS; 3:12-cv-00732-JLS-NLS; 3:12-cv-00733-JLS-NLS; 3:12-cv-00737-JLS-  
14 NLS; 3:12-cv-00738-JLS-NLS; 3:12-cv-00739-JLS-NLS; and 3:12-cv-00742-JLS-NLS.  
15 Another lawsuit subsequently filed by Ameranth in this Court, asserting claims of the '850,  
16 '325, and '077 patents, is Case No. 3:12-cv-00858-JLS-NLS.

17 **COUNT I**

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

19 **(35 U.S.C. § 271)**

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

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

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

1           17. On information and belief, Defendant directly infringes and continues to directly  
2 infringe one or more valid and enforceable claims of the ‘850 patent, in violation of 35 U.S.C.  
3 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing  
4 systems, products, and/or services in the United States without authority or license from  
5 Ameranth, including but not limited to the ChowNow ordering system/product/service, which  
6 includes, *inter alia*, wireless and internet POS integration, online and mobile ordering,  
7 integration with e-mail and affinity program and social media applications such as Facebook,  
8 Twitter, Groupon, and YouTube, and/or other third-party web-based applications, and other  
9 hospitality aspects (“ChowNow Ordering System”).

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

1 handheld computing devices, transmitted over the internet, and automatically communicated to  
2 at least one central database and to Web pages.

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

7 20. On information and belief, customers of ChowNow, including consumers and  
8 restaurant operators, use the ChowNow Ordering System. ChowNow provides instruction and  
9 direction regarding the use of the ChowNow Ordering System, and advertises, promotes, and  
10 encourages the use of the ChowNow Ordering System.

11 21. On information and belief, the ChowNow Ordering System infringes one or more  
12 valid and enforceable claims of the '850 patent for the reasons set forth hereinabove.

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

18 23. On information and belief, Defendant has indirectly infringed and continues to  
19 indirectly infringe one or more valid and enforceable claims of the '850 patent, in violation of  
20 35 U.S.C. § 271(c).

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

28

1 25. On information and belief, the ChowNow Ordering System infringes one or more  
2 valid and enforceable claims of the ‘850 patent, for the reasons set forth hereinabove.

3 26. On information and belief, ChowNow has had knowledge of the ‘850 patent,  
4 including knowledge that the ChowNow Ordering System, which is a non-staple article of  
5 commerce, has been used as a material part of the claimed invention of the ‘850 patent, and  
6 that there are no substantial non-infringing uses for the ChowNow Ordering System.

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

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

15 **COUNT II**

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

17 **(35 U.S.C. § 271)**

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

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

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

26 32. On information and belief, Defendant directly infringes and continues to directly  
27 infringe one or more valid and enforceable claims of the ‘325 patent, in violation of 35 U.S.C.  
28 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing

1 systems, products, and/or services in the United States without authority or license from  
2 Ameranth, including but not limited to the ChowNow Ordering System.

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

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

23 35. On information and belief, customers of ChowNow, including consumers and  
24 restaurant operators, use the ChowNow Ordering System in a manner that infringes upon one  
25 or more valid and enforceable claims of the '325 patent. ChowNow provides instruction and  
26 direction regarding the use of the ChowNow Ordering System and advertises, promotes, and  
27 encourages the use of the ChowNow Ordering System.

28

1 36. On information and belief, Defendant actively induces others to infringe the '325  
2 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting  
3 customers of ChowNow, including consumers and restaurant operators, to use the infringing  
4 ChowNow Ordering System in the United States without authority or license from Ameranth.

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

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

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

20 40. ChowNow has had knowledge of the '325 patent, including knowledge that the  
21 ChowNow Ordering System, which is a non-staple articles of commerce, has been used as a  
22 material part of the claimed invention of the '325 patent, and that there are no substantial non-  
23 infringing uses for the ChowNow Ordering System.

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

27 42. The aforesaid infringing activity of defendant ChowNow has directly and  
28 proximately caused damage to plaintiff Ameranth, including loss of profits from sales it would

1 have made but for the infringements. Unless enjoined, the aforesaid infringing activity will  
2 continue and cause irreparable injury to Ameranth for which there is no adequate remedy at  
3 law.

4 **COUNT III**

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

6 **(35 U.S.C. § 271)**

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

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

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

16 46. On information and belief, Defendant directly infringes and continues to directly  
17 infringe one or more valid and enforceable claims of the ‘077 patent, in violation of 35 U.S.C.  
18 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing  
19 systems, products, and/or services in the United States without authority or license from  
20 Ameranth, including but not limited to the ChowNow Ordering System.

21 47. On information and belief, the ChowNow Ordering System, as deployed and/or used  
22 at or from one or more locations by ChowNow, its agents, distributors, partners, affiliates,  
23 licensees, and/or their customers, infringes one or more valid and enforceable claims of the  
24 ‘077 patent, by, *inter alia*, doing at least one of the following: (a) Configuring and transmitting  
25 menus in a system including a central processing unit, a data storage device, a computer  
26 operating system containing a graphical user interface, one or more displayable master menus,  
27 menu configuration software enabled to generate a menu configuration for a wireless handheld  
28 computing device in conformity with a customized display layout, and enabled for

1 synchronous communications and to format the menu configuration for a customized display  
2 layout of at least two different wireless handheld computing device display sizes, and/or (b)  
3 Enabling ordering and other hospitality functions via iPhone, Android, and other internet-  
4 enabled wireless handheld computing devices as well as via Web pages, storing hospitality  
5 information and data on at least one database, on at least one wireless handheld computing  
6 device, and on at least one Web server and Web page, and synchronizing applications and data,  
7 including but not limited to applications and data relating to orders, between at least one  
8 database, wireless handheld computing devices, and at least one Web server and Web page;  
9 utilizing communications control software enabled to link and synchronize hospitality  
10 information between at least one database, wireless handheld computing device, and web page,  
11 to display information on web pages and on different wireless handheld computing device  
12 display sizes, and to allow information to be entered via Web pages, transmitted over the  
13 internet, and automatically communicated to at least one database and to wireless handheld  
14 computing devices; allowing information to be entered via wireless handheld computing  
15 devices, transmitted over the internet, and automatically communicated to at least one database  
16 and to Web pages.

17 48. On information and belief, Defendant has indirectly infringed and continues to  
18 indirectly infringe one or more valid and enforceable claims of the '077 patent, in violation of  
19 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by  
20 other persons.

21 49. On information and belief, customers of ChowNow, including consumers and  
22 restaurant operators, use the ChowNow Ordering System in a manner that infringes upon one  
23 or more valid and enforceable claims of the '077 patent. ChowNow provides instruction and  
24 direction regarding the use of the ChowNow Ordering System and advertises, promotes, and  
25 encourages the use of the ChowNow Ordering System.

26 50. On information and belief, Defendant actively induces others to infringe the '077  
27 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting  
28

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

3 51. On information and belief, Defendant contributorily infringes and continues to  
4 contributorily infringe one or more valid and enforceable claims of the '077 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 '077 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 '077  
8 patent.

9 52. By distributing, selling, offering, offering to sell or license and/or selling or licensing  
10 the ChowNow Ordering System, Defendant provides non-staple articles of commerce to others  
11 for use in infringing systems, products, and/or services. Additionally, ChowNow provides  
12 instruction and direction regarding the use of the ChowNow Ordering System and advertises,  
13 promotes, and encourages the use of the ChowNow Ordering System. Users of the ChowNow  
14 Ordering System directly infringe one or more valid and enforceable claims of the '077 patent,  
15 for the reasons set forth hereinabove.

16 53. On information and belief, each of the ChowNow Ordering System infringes one or  
17 more valid and enforceable claims of the '077 patent, for the reasons set forth hereinabove.

18 54. On information and belief, ChowNow has had knowledge of the '077 patent,  
19 including knowledge that the ChowNow Ordering System, which is a non-staple article of  
20 commerce, has been used as a material part of the claimed invention of the '077 patent, and  
21 that there are no substantial non-infringing uses for the ChowNow Ordering System.

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

25 56. The aforesaid infringing activity of defendant ChowNow has directly and  
26 proximately caused damage to plaintiff Ameranth, including loss of profits from sales it would  
27 have made but for the infringements. Unless enjoined, the aforesaid infringing activity will  
28

1 continue and cause irreparable injury to Ameranth for which there is no adequate remedy at  
2 law.

3 //

4 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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

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

27 8. Awarding to Ameranth its costs of suit, and interest as provided by law; and  
28

