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

AMERANTH, INC.

Plaintiff,

v.

BEST WESTERN INTERNATIONAL, INC.,

Defendant.

Case No. '12CV1630 JAH BGS

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc., for its Complaint against defendant Best Western
3 International, Inc. (“Best Western”), 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 21st 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 Best Western International, Inc. (“Best Western”) is, on information and
15 belief, an Arizona corporation having a principal place of business and headquarters in
16 Phoenix, Arizona. On information and belief, Best Western makes, uses, offers for sale or
17 license and/or sells or licenses hotel and lodging, restaurant, foodservice, point-of-sale and/or
18 property management and other hospitality information-technology products, software,
19 components and/or systems within this Judicial District, including the Best Western
20 Reservation System as defined herein.

21 **JURISDICTION AND VENUE**

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

24 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
25 1338(a).

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

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

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

12 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b) and (c) and
13 1400(b).

14 **BACKGROUND**

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

27 9. Ameranth began development of the inventions leading to the patent-in-suit and the
28 other patents in this patent family in the late Summer of 1998, at a time when the then-

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

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

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

1 companies have licensed patents and technology from Ameranth, recognizing and confirming
2 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 Best Western Reservation system/product/service,
6 which includes, inter alia, wireless and internet POS and hotel/lodging-reservation and
7 property management integration, online and mobile reservations, integration with e-mail and
8 affinity program and social media applications such as Facebook, Twitter, Groupon, and
9 YouTube, and/or other third-party web-based applications, and other hospitality aspects (“Best
10 Western Reservation System”).

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

1 and to wireless handheld computing devices; allowing information to be entered via wireless
2 handheld computing devices, transmitted over the internet, and automatically communicated to
3 at least one central database and to Web pages.

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

8 20. On information and belief, customers of Best Western, including consumers and
9 hotel/restaurant operators, use the Best Western Reservation System. Best Western provides
10 instruction and direction regarding the use of the Best Western Reservation System, and
11 advertises, promotes, and encourages the use of the Best Western Reservation System.

12 21. On information and belief, the Best Western Reservation System infringes one or
13 more valid and enforceable claims of the '850 patent for the reasons set forth hereinabove.

14 22. On information and belief, Best Western has had knowledge of the '850 patent, and
15 knew or should have known that its continued offering and deployment of the Best Western
16 Reservation System, and its continued support of consumers, hotel/restaurant operators, and
17 other users of this system/product/service, would induce direct infringement by those users.
18 Additionally, Best Western intended that its actions would induce direct infringement by those
19 users.

20 23. On information and belief, Defendant has indirectly infringed and continues to
21 indirectly infringe one or more valid and enforceable claims of the '850 patent, in violation of
22 35 U.S.C. § 271(c).

23 24. By distributing, selling, offering, offering to sell or license and/or selling or licensing
24 the Best Western Reservation System, Best Western provides non-staple articles of commerce
25 to others for use in infringing systems, products, and/or services. Additionally, Best Western
26 provides instruction and direction regarding the use of the Best Western Reservation System,
27 and advertises, promotes, and encourages the use of the Best Western Reservation System.

1 Users of one or more of the Best Western Reservation System directly infringe one or more
2 valid and enforceable claims of the ‘850 patent for the reasons set forth hereinabove.

3 25. On information and belief, the Best Western Reservation System infringes one or
4 more valid and enforceable claims of the ‘850 patent, for the reasons set forth hereinabove.

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

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

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

17 **COUNT II**

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

19 **(35 U.S.C. § 271)**

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

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

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

1 32. On information and belief, Defendant directly infringes and continues to directly
2 infringe one or more valid and enforceable claims of the '325 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 Best Western Reservation System.

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

22 34. On information and belief, Defendant has indirectly infringed and continues to
23 indirectly infringe one or more valid and enforceable claims of the '325 patent, in violation of
24 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by
25 other persons.

26 35. On information and belief, customers of Best Western, including consumers and
27 hotel/restaurant operators, use the Best Western Reservation System in a manner that infringes
28 upon one or more valid and enforceable claims of the '325 patent. Best Western provides

1 instruction and direction regarding the use of the Best Western Reservation System and
2 advertises, promotes, and encourages the use of the Best Western Reservation System.

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

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

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

21 39. On information and belief, the Best Western Reservation System infringes one or
22 more valid and enforceable claims of the '325 patent, for the reasons set forth hereinabove.

23 40. On information and belief, Best Western has had knowledge of the '325 patent,
24 including knowledge that the Best Western Reservation System, which is a non-staple articles
25 of commerce, has been used as a material part of the claimed invention of the '325 patent, and
26 that there are no substantial non-infringing uses for the Best Western Reservation System.

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

4 42. The aforesaid infringing activity of defendant Best Western has directly and
5 proximately caused damage to plaintiff Ameranth, including loss of profits from sales it would
6 have made but for the infringements. Unless enjoined, the aforesaid infringing activity will
7 continue and cause irreparable injury to Ameranth for which there is no adequate remedy at
8 law.

9 **COUNT III**

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

11 **(35 U.S.C. § 271)**

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

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

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

21 46. On information and belief, Defendant directly infringes and continues to directly
22 infringe one or more valid and enforceable claims of the '077 patent, in violation of 35 U.S.C.
23 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing
24 systems, products, and/or services in the United States without authority or license from
25 Ameranth, including but not limited to the Best Western Reservation System.

26 47. On information and belief, the Best Western Reservation System, as deployed and/or
27 used at or from one or more locations by Best Western, its agents, distributors, partners,
28 affiliates, licensees, and/or their customers, infringes one or more valid and enforceable claims

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

22 48. On information and belief, Defendant has indirectly infringed and continues to
23 indirectly infringe one or more valid and enforceable claims of the '077 patent, in violation of
24 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by
25 other persons.

26 49. On information and belief, customers of Best Western, including consumers and
27 hotel/restaurant operators, use the Best Western Reservation System in a manner that infringes
28 upon one or more valid and enforceable claims of the '077 patent. Best Western provides

1 instruction and direction regarding the use of the Best Western Reservation System and
2 advertises, promotes, and encourages the use of the Best Western Reservation System.

3 50. On information and belief, Defendant actively induces others to infringe the '077
4 patent in violation of 35 U.S.C. §271(b) by knowingly encouraging, aiding and abetting
5 customers of Best Western, including consumers and hotel/restaurant operators, to use the
6 infringing Best Western Reservation System in the United States without authority or license
7 from Ameranth.

8 51. On information and belief, Defendant contributorily infringes and continues to
9 contributorily infringe one or more valid and enforceable claims of the '077 patent, in violation
10 of 35 U.S.C. § 271(c) by offering to sell and/or selling components of systems on which claims
11 of the '077 patent read, constituting a material part of the invention, knowing that the
12 components were especially adapted for use in systems which infringe claims of the '077
13 patent.

14 52. By distributing, selling, offering, offering to sell or license and/or selling or licensing
15 the Best Western Reservation System, Defendant provides non-staple articles of commerce to
16 others for use in infringing systems, products, and/or services. Additionally, Best Western
17 provides instruction and direction regarding the use of the Best Western Reservation System
18 and advertises, promotes, and encourages the use of the Best Western Reservation System.
19 Users of the Best Western Reservation System directly infringe one or more valid and
20 enforceable claims of the '077 patent, for the reasons set forth hereinabove.

21 53. On information and belief, each of the Best Western Reservation System infringes
22 one or more valid and enforceable claims of the '077 patent, for the reasons set forth
23 hereinabove.

24 54. On information and belief, Best Western has had knowledge of the '077 patent,
25 including knowledge that the Best Western Reservation System, which is a non-staple article
26 of commerce, has been used as a material part of the claimed invention of the '077 patent, and
27 that there are no substantial non-infringing uses for the Best Western Reservation System.

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