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Attorneys for Plaintiff Ameranth, Inc.

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

AMERANTH, INC.

Plaintiff,

v.

MARRIOTT INTERNATIONAL, INC.,
THE RITZ CARLTON HOTEL COMPANY,
LLC, MARRIOTT HOTEL SERVICES,
INC., and RENAISSANCE HOTEL
OPERATING COMPANY,

Defendants.

Case No. '12CV1631 JAH JMA

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc., for its Complaint against Defendants Marriott International,
3 Inc., The Ritz Carlton Hotel Company, LLC, Marriott Hotel Services, Inc. and Renaissance
4 Hotel Operating Company (collectively referred to herein as “Marriott”), avers as follows:

5 **PARTIES**

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

15 2. Defendant Marriott International, Inc. is, on information and belief, a Delaware
16 corporation having a principal place of business and headquarters in Bethesda, Maryland.
17 Defendant The Ritz Carlton Hotel Company, LLC, is, on information and belief, a Delaware
18 limited liability company having a principal place of business in Chevy Chase, Maryland.
19 Defendant Marriott Hotel Services, Inc. is, on information and belief, a Delaware corporation
20 having a principal place of business in Bethesda, Maryland. Defendant Renaissance Hotel
21 Operating Company. is, on information and belief, a Delaware corporation having a principal
22 place of business in Bethesda, Maryland. These four entities are collectively referred to herein
23 as “Marriott”. On information and belief, Marriott makes, uses, offers for sale or license and/or
24 sells or licenses hotel and lodging, restaurant, foodservice, point-of-sale and/or property
25 management and other hospitality information-technology products, software, components
26 and/or systems within this Judicial District, including the Marriott Reservation System as
27 defined herein.

28 **JURISDICTION AND VENUE**

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

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

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

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

19 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b) and (c) and
20 1400(b).

21 **BACKGROUND**

22 8. Ameranth was established in 1996 to develop and provide its 21st Century
23 Communications™ innovative information technology solutions for the hospitality industry
24 (inclusive of, e.g., restaurants, hotels, casinos, nightclubs, cruise ships and other entertainment
25 and sports venues). Ameranth has been widely recognized as a technology leader in the
26 provision of wireless and internet-based systems and services to, *inter alia*, restaurants, hotels,
27 casinos, cruise ships and entertainment and sports venues. Ameranth's award winning
28 inventions enable, in relevant part, generation and synchronization of menus, including but not

1 limited to restaurant menus, event tickets, and other products across fixed, wireless and/or
2 internet platforms as well as synchronization of hospitality information and hospitality
3 software applications across fixed, wireless and internet platforms, including but not limited to,
4 computer servers, web servers, databases, affinity/social networking systems, desktop
5 computers, laptops, “smart” phones and other wireless handheld computing devices.

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

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

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

1 In his nomination, Mr. Gates described Ameranth as “one of the leading pioneers of
2 information technology for the betterment of mankind.” This prestigious award was based on
3 Ameranth’s innovative synchronization of wireless/web/fixed hospitality software technology.
4 Subsequently, the United States Patent and Trademark Office granted Ameranth a number of
5 currently-issued patents, two of which are the basis for this lawsuit. Ameranth has issued press
6 releases announcing these patent grants on business wires, on its web sites and at numerous
7 trade shows since the first of the presently-asserted patents issued in 2002. A number of
8 companies have licensed patents and technology from Ameranth, recognizing and confirming
9 the value of Ameranth’s innovations.

10 **RELATED CASES PREVIOUSLY FILED**

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

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

24 **COUNT I**

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

26 **(35 U.S.C. § 271)**

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

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

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

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

17 18. On information and belief, the Marriott Reservation System, as deployed and/or used
18 at or from one or more locations by Marriott, its agents, distributors, partners, affiliates,
19 licensees, and/or their customers, infringes one or more valid and enforceable claims of the
20 ‘850 patent, by, *inter alia*, doing at least one of the following: (a) Generating and transmitting
21 menus in a system including a central processing unit, a data storage device, a computer
22 operating system containing a graphical user interface, one or more displayable main menus,
23 modifier menus, and sub-modifier menus, and application software for generating a second
24 menu and transmitting it to a wireless handheld computing device or a Web page; and/or (b)
25 Enabling reservations and other hospitality functions via iPhone, Android, and other internet-
26 enabled wireless handheld computing devices as well as via Web pages, storing hospitality
27 information and data on at least one central database, on at least one wireless handheld
28 computing device, and on at least one Web server and Web page, and synchronizing

1 applications and data, including but not limited to applications and data relating to ordering,
2 between at least one central database, wireless handheld computing devices, and at least one
3 Web server and Web page; utilizing an interface that provides a single point of entry that
4 allows the synchronization of at least one wireless handheld computing device and at least one
5 Web page with at least one central database; allowing information to be entered via Web pages,
6 transmitted over the internet, and automatically communicated to at least one central database
7 and to wireless handheld computing devices; allowing information to be entered via wireless
8 handheld computing devices, transmitted over the internet, and automatically communicated to
9 at least one central database and to Web pages.

10 19. On information and belief, Marriott has indirectly infringed and continues to
11 indirectly infringe one or more valid and enforceable claims of the '850 patent, in violation of
12 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by
13 other persons.

14 20. On information and belief, customers of Marriott, including consumers and
15 hotel/restaurant operators, use the Marriott Reservation System. Marriott provides instruction
16 and direction regarding the use of the Marriott Reservation System, and advertises, promotes,
17 and encourages the use of the Marriott Reservation System.

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

20 22. On information and belief, Marriott has had knowledge of the '850 patent, and knew
21 or should have known that its continued offering and deployment of the Marriott Reservation
22 System, and its continued support of consumers, hotel/restaurant operators, and other users of
23 this system/product/service, would induce direct infringement by those users. Additionally,
24 Marriott intended that its actions would induce direct infringement by those users.

25 23. On information and belief, Marriott has indirectly infringed and continues to
26 indirectly infringe one or more valid and enforceable claims of the '850 patent, in violation of
27 35 U.S.C. § 271(c).

28

1 24. By distributing, selling, offering, offering to sell or license and/or selling or licensing
2 the Marriott Reservation System, Marriott provides non-staple articles of commerce to others
3 for use in infringing systems, products, and/or services. Additionally, Marriott provides
4 instruction and direction regarding the use of the Marriott Reservation System, and advertises,
5 promotes, and encourages the use of the Marriott Reservation System. Users of one or more of
6 the Marriott Reservation System directly infringe one or more valid and enforceable claims of
7 the '850 patent for the reasons set forth hereinabove.

8 25. On information and belief, the Marriott Reservation System infringes one or more
9 valid and enforceable claims of the '850 patent, for the reasons set forth hereinabove.

10 26. On information and belief, Marriott has had knowledge of the '850 patent, including
11 knowledge that the Marriott Reservation System, which is a non-staple article of commerce,
12 has been used as a material part of the claimed invention of the '850 patent, and that there are
13 no substantial non-infringing uses for the Marriott Reservation System.

14 27. On information and belief, the aforesaid infringing activities of Marriott have been
15 done with knowledge and willful disregard of Ameranth's patent rights, making this an
16 exceptional case within the meaning of 35 U.S.C. § 285.

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

21 **COUNT II**

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

23 **(35 U.S.C. § 271)**

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

26 30. On March 22, 2005, United States Patent No. 6,871,325 entitled "Information
27 Management and Synchronous Communications System with Menu Generation" ("the '325
28

1 patent”) (a true and correct copy of which is attached hereto as **Exhibit B**) was duly and legally
2 issued by the United States Patent & Trademark Office.

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

5 32. On information and belief, Marriott directly infringes and continues to directly
6 infringe one or more valid and enforceable claims of the ‘325 patent, in violation of 35 U.S.C.
7 § 271(a) by making, using, offering for sale or license and/or selling or licensing infringing
8 systems, products, and/or services in the United States without authority or license from
9 Ameranth, including but not limited to the Marriott Reservation System.

10 33. On information and belief, the Marriott Reservation System, as deployed and/or used
11 at or from one or more locations by Marriott, its agents, distributors, partners, affiliates,
12 licensees, and/or their customers, infringes one or more valid and enforceable claims of the
13 ‘325 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 reservations 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 orders,
23 between at least one central database, wireless handheld computing devices, and at least one
24 Web server and Web page; and sending alerts, confirmations, and other information regarding
25 orders to various wireless mobile devices.

26 34. On information and belief, Marriott has indirectly infringed and continues to
27 indirectly infringe one or more valid and enforceable claims of the ‘325 patent, in violation of
28

1 35 U.S.C. § 271(b), by actively, knowingly, and intentionally inducing direct infringement by
2 other persons.

3 35. On information and belief, customers of Marriott, including consumers and
4 hotel/restaurant operators, use the Marriott Reservation System in a manner that infringes upon
5 one or more valid and enforceable claims of the '325 patent. Marriott provides instruction and
6 direction regarding the use of the Marriott Reservation System and advertises, promotes, and
7 encourages the use of the Marriott Reservation System.

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

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

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

25 39. On information and belief, the Marriott Reservation System infringes one or more
26 valid and enforceable claims of the '325 patent, for the reasons set forth hereinabove.

27 40. On information and belief, Marriott has had knowledge of the '325 patent, including
28 knowledge that the Marriott Reservation System, which is a non-staple articles of commerce,

1 has been used as a material part of the claimed invention of the '325 patent, and that there are
2 no substantial non-infringing uses for the Marriott Reservation System.

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

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

10 **COUNT III**

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

12 **(35 U.S.C. § 271)**

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

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

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

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

27 47. On information and belief, the Marriott Reservation System, as deployed and/or used
28 at or from one or more locations by Marriott, its agents, distributors, partners, affiliates,

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

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

27 49. On information and belief, customers of Marriott, including consumers and
28 hotel/restaurant operators, use the Marriott Reservation System in a manner that infringes upon

1 one or more valid and enforceable claims of the '077 patent. Marriott provides instruction and
2 direction regarding the use of the Marriott Reservation System and advertises, promotes, and
3 encourages the use of the Marriott Reservation System.

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

8 51. On information and belief, Marriott 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 Marriott Reservation System, Marriott provides non-staple articles of commerce to others
16 for use in infringing systems, products, and/or services. Additionally, Marriott provides
17 instruction and direction regarding the use of the Marriott Reservation System and advertises,
18 promotes, and encourages the use of the Marriott Reservation System. Users of the Marriott
19 Reservation System directly infringe one or more valid and enforceable claims of the '077
20 patent, for the reasons set forth hereinabove.

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

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

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

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

8 **PRAYER FOR RELIEF**

9 WHEREFORE, plaintiff Ameranth respectfully prays for judgment against Marriott, as
10 follows:

11 1. Adjudging that the manufacture, use, offer for sale or license and /or sale or
12 license of the Marriott Reservation System infringes valid and enforceable claims of the '850
13 patent, and the '325 patent, and the '077 patent, as set forth hereinabove;

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

17 3. Adjudging that Marriott's infringement of the valid and enforceable claims of
18 the '850 patent, and the '325 patent, and the '077 patent, has been knowing and willful;

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

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

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

