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

AMERANTH, INC.

Plaintiff,

v.

TICKETFLY, INC.,

Defendant.

Case No. '13CV0353 BTM BGS

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 **COMPLAINT FOR PATENT INFRINGEMENT**

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

4 **PARTIES**

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

16 2. Defendant Ticketfly is, on information and belief, a Delaware
17 corporation having a principal place of business and headquarters in San
18 Francisco, California. On information and belief, Ticketfly makes, uses, offers
19 for sale or license and/or sells or licenses entertainment box office management
20 and ticketing/ticket sales/ticket purchases information-technology products,
21 software, components and/or systems within this Judicial District, including the
22 Ticketfly System as defined herein. Ticketfly is an event ticketing business that
23 provides online/mobile ticketing sales and other services. Ticketfly offers its
24 service as “Tickets Everywhere”, and sells and distributes event tickets online,
25 through mobile devices, through Facebook pages, and/or through Apple Inc.’s
26 Passbook System for iOS devices or (with mobile barcodes) to Android devices
27 and other smartphones. TicketFly enables the storage of tickets purchased via
28

1 TicketFly in Passbook, on any iPhone or iPodTouch running iOS6, either through
2 a ticket order confirmation email; or through the purchase of tickets via an iPhone
3 or iPodTouch running iOS6. Ticketfly also offers an iPhone app that enables
4 promoters and venues to use an iPhone to scan ticket barcodes and synchronize
5 with Ticketfly’s “integrated content management system”, Ticketfly Backstage.

6 **JURISDICTION AND VENUE**

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

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

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

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

1 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§
2 1391(b) and (c) and 1400(b).

3 **BACKGROUND**

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

18 9. Ameranth began development of the inventions leading to the
19 patents-in-suit and the other patents in this patent family in the late Summer of
20 1998, at a time when the then-available wireless and internet hospitality offerings
21 were extremely limited in functionality, were not synchronized and did not
22 provide an integrated system-wide solution to the pervasive ordering,
23 reservations, ticketing, affinity program and information management needs of
24 the hospitality industry. Ameranth uniquely recognized the actual problems that
25 needed to be resolved in order to meet those needs, and thereafter conceived and
26 developed its breakthrough inventions and products to provide systemic and
27 comprehensive solutions directed to optimally meeting these industry needs.

1 Ameranth has expended considerable effort and resources in inventing,
2 developing and marketing its inventions and protecting its rights therein.

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

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

1 12. On information and belief, Defendant has long had knowledge of the
2 patents-in-suit, because of, *inter alia*, industry acclaim for Ameranth's products
3 and inventions, the success of the ticketing system developed by Ameranth, the
4 widespread knowledge in the hospitality industry of the Ameranth patents, the
5 patent license agreements that Ameranth has entered into with numerous
6 companies in the hospitality industry, and the lawsuits Ameranth has initiated
7 against infringers, including ticketing companies such as TicketMob,
8 TicketMaster, and StubHub.

9 **RELATED CASES PREVIOUSLY FILED**

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

14 14. Ameranth is also currently asserting claims of these same patents in
15 separate lawsuits, against other defendants, that are already pending in this Court.

16 **COUNT I**

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

18 **(35 U.S.C. § 271)**

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

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

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

1 18. On information and belief, Defendant directly infringes and
2 continues to directly infringe one or more valid and enforceable claims of the
3 ‘850 patent, in violation of 35 U.S.C. § 271(a) by making, using, offering for sale
4 or license and/or selling or licensing infringing systems, products, and/or services
5 in the United States (including, *inter alia*, making and using the claimed
6 inventions when it tests infringing systems, products, and/or services with
7 wireless handheld computing devices) without authority or license from
8 Ameranth, including but not limited to the Ticketfly system/product/service,
9 which includes, *inter alia*, wireless and internet ticketing integration, online and
10 mobile ticketing/ticket sales/ticket purchases, Ticketfly Scanner, Ticketfly
11 Backstage, integration with e-mail and affinity program and social media
12 applications such as Facebook, Twitter, Groupon, and YouTube, integration with
13 Apple Inc.’s Passbook System, and/or other third-party web-based applications,
14 and other hospitality aspects (“Ticketfly System”).

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

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

13 20. On information and belief, defendant Ticketfly has indirectly
14 infringed and continues to indirectly infringe one or more valid and enforceable
15 claims of the '850 patent, in violation of 35 U.S.C. § 271(b), by actively,
16 knowingly, and intentionally inducing direct infringement by other persons,
17 including but not limited to Ticketfly's ticketing service customers and
18 consumers who purchase tickets via the Ticketfly System.

19 21. On information and belief, customers of Ticketfly, including
20 consumers and others, use the Ticketfly System. Ticketfly provides instruction
21 and direction regarding the use of the Ticketfly System, and advertises, promotes,
22 and encourages the use of the Ticketfly System.

23 22. On information and belief, the Ticketfly System infringes one or
24 more valid and enforceable claims of the '850 patent for the reasons set forth
25 hereinabove.

26 23. On information and belief, Defendant has had knowledge of the '850
27 patent as set forth hereinabove, and at a minimum no later than the filing of this
28

1 Complaint. Additionally, on information and belief, Defendant knew or should
2 have known that its continued offering and deployment of the Ticketfly System,
3 and its continued support of consumers and other users of this
4 system/product/service, would induce direct infringement by those users, and
5 Defendant intended that its actions would induce direct infringement of the patent
6 by those users.

7 24. On information and belief, Defendant has indirectly infringed and
8 continues to indirectly infringe one or more valid and enforceable claims of the
9 ‘850 patent, in violation of 35 U.S.C. § 271(c).

10 25. By distributing, selling, offering, offering to sell or license and/or
11 selling or licensing the Ticketfly System, Ticketfly provides non-staple articles of
12 commerce to others for use in infringing systems, products, and/or services.
13 Additionally, Ticketfly provides instruction and direction regarding the use of the
14 Ticketfly System, and advertises, promotes, and encourages the use of the
15 Ticketfly System. Users of one or more of the Ticketfly System directly infringe
16 one or more valid and enforceable claims of the ‘850 patent for the reasons set
17 forth hereinabove.

18 26. On information and belief, the Ticketfly System infringes one or
19 more valid and enforceable claims of the ‘850 patent, for the reasons set forth
20 hereinabove.

21 27. On information and belief, Ticketfly has had knowledge of the ‘850
22 patent, as set forth hereinabove , including knowledge that the Ticketfly System,
23 which is a non-staple article of commerce, has been used as a material part of the
24 claimed invention of the ‘850 patent, and that there are no substantial non-
25 infringing uses for the Ticketfly System.

26 28. On information and belief, the aforesaid infringing activities of
27 defendant Ticketfly have been done with knowledge and willful disregard of
28

1 Ameranth's patent rights, making this an exceptional case within the meaning of
2 35 U.S.C. § 285.

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

9 **COUNT II**

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

11 **(35 U.S.C. § 271)**

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

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

19 32. Plaintiff Ameranth is the lawful owner by assignment of all right,
20 title and interest in and to the '325 patent.

21 33. On information and belief, Defendant directly infringes and
22 continues to directly infringe one or more valid and enforceable claims of the
23 '325 patent, in violation of 35 U.S.C. § 271(a) by making, using, offering for sale
24 or license and/or selling or licensing infringing systems, products, and/or services
25 in the United States (including, *inter alia*, making and using the claimed
26 inventions when it tests infringing systems, products, and/or services with
27

1 wireless handheld computing devices) without authority or license from
2 Ameranth, including but not limited to the Ticketfly System.

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

22 35. On information and belief, Defendant has indirectly infringed and
23 continues to indirectly infringe one or more valid and enforceable claims of the
24 '325 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
25 intentionally inducing direct infringement by other persons, including Ticketfly's
26 ticketing service customers and consumers who purchase tickets via the Ticketfly
27 System.

1 36. On information and belief, customers of Ticketfly, including
2 consumers and others, use the Ticketfly System in a manner that infringes upon
3 one or more valid and enforceable claims of the ‘325 patent. Ticketfly provides
4 instruction and direction regarding the use of the Ticketfly System and advertises,
5 promotes, and encourages the use of the Ticketfly System.

6 37. On information and belief, Defendant actively induces others to
7 infringe the ‘325 patent in violation of 35 U.S.C. §271(b) by knowingly
8 encouraging, aiding and abetting customers of Ticketfly, including consumers
9 and others, to use the infringing Ticketfly System in the United States without
10 authority or license from Ameranth.

11 38. On information and belief, Defendant has had knowledge of the ‘325
12 patent as set forth hereinabove, and at a minimum no later than the filing of this
13 Complaint. Additionally, on information and belief, Defendant knew or should
14 have known that its continued offering and deployment of the Ticketfly System,
15 and its continued support of consumers and other users of this
16 system/product/service, would induce direct infringement by those users, and
17 Defendant intended that its actions would induce direct infringement of the patent
18 by those users.

19 39. On information and belief, Defendant contributorily infringes and
20 continues to contributorily infringe one or more valid and enforceable claims of
21 the ‘325 patent, in violation of 35 U.S.C. § 271(c) by offering to sell and/or
22 selling components of systems on which claims of the ‘325 patent read,
23 constituting a material part of the invention, knowing that the components were
24 especially adapted for use in systems which infringe claims of the ‘325 patent.

25 40. By distributing, selling, offering, offering to sell or license and/or
26 selling or licensing the Ticketfly System, Defendant provides non-staple articles
27 of commerce to others for use in infringing systems, products, and/or services.
28

1 Additionally, Ticketfly provides instruction and direction regarding the use of the
2 Ticketfly System and advertises, promotes, and encourages the use of the
3 Ticketfly System. Users of the Ticketfly System directly infringe one or more
4 valid and enforceable claims of the '325 patent, for the reasons set forth
5 hereinabove.

6 41. On information and belief, the Ticketfly System infringes one or
7 more valid and enforceable claims of the '325 patent, for the reasons set forth
8 hereinabove.

9 42. On information and belief, Ticketfly has had knowledge of the '325
10 patent, as set forth hereinabove, including knowledge that the Ticketfly System,
11 which is a non-staple articles of commerce, has been used as a material part of
12 the claimed invention of the '325 patent, and that there are no substantial non-
13 infringing uses for the Ticketfly System.

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

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

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25 ///

1 **COUNT III**

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

3 **(35 U.S.C. § 271)**

4 45. Plaintiff reiterates and incorporates the allegations set forth in
5 paragraphs 1-44 above as if fully set forth herein.

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

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

14 48. On information and belief, Defendant directly infringes and
15 continues to directly infringe one or more valid and enforceable claims of the
16 ‘077 patent, in violation of 35 U.S.C. § 271(a) by making, using, offering for sale
17 or license and/or selling or licensing infringing systems, products, and/or services
18 in the United States (including, *inter alia*, making and using the claimed
19 inventions when it tests infringing systems, products, and/or services with
20 wireless handheld computing devices) without authority or license from
21 Ameranth, including but not limited to the Ticketfly System.

22 49. On information and belief, the Ticketfly System, as deployed and/or
23 used at or from one or more locations by Ticketfly, its agents, distributors,
24 partners, affiliates, licensees, and/or their customers, infringes one or more valid
25 and enforceable claims of the ‘077 patent, by, *inter alia*, doing at least one of the
26 following: (a) enabling the configuration and transmission of menus in a system
27 including a central processing unit, a data storage device, a computer operating
28

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

23 50. On information and belief, Defendant has indirectly infringed and
24 continues to indirectly infringe one or more valid and enforceable claims of the
25 '077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and
26 intentionally inducing direct infringement by other persons, including customers
27

1 of Ticketfly's ticketing services and consumers who purchase tickets via the
2 Ticketfly System.

3 51. On information and belief, customers of Ticketfly, including
4 consumers and others, use the Ticketfly System in a manner that infringes upon
5 one or more valid and enforceable claims of the '077 patent. Ticketfly provides
6 instruction and direction regarding the use of the Ticketfly System and advertises,
7 promotes, and encourages the use of the Ticketfly System.

8 52. On information and belief, Defendant actively induces others to
9 infringe the '077 patent in violation of 35 U.S.C. §271(b) by knowingly
10 encouraging, aiding and abetting customers of Ticketfly, including consumers
11 and others, to use the infringing Ticketfly System in the United States without
12 authority or license from Ameranth.

13 53. On information and belief, Defendant has had knowledge of the '077
14 patent as set forth hereinabove, and at a minimum no later than the filing of this
15 Complaint. Additionally, on information and belief, Defendant knew or should
16 have known that its continued offering and deployment of the Ticketfly System,
17 and its continued support of consumers and other users of this
18 system/product/service, would induce direct infringement by those users, and
19 Defendant intended that its actions would induce direct infringement of the patent
20 by those users.

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

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

9 56. On information and belief, the Ticketfly System infringes one or
10 more valid and enforceable claims of the '077 patent, for the reasons set forth
11 hereinabove.

12 57. On information and belief, Ticketfly has had knowledge of the '077
13 patent, as set forth hereinabove, including knowledge that the Ticketfly System,
14 which is a non-staple article of commerce, has been used as a material part of the
15 claimed invention of the '077 patent, and that there are no substantial non-
16 infringing uses for the Ticketfly System.

17 58. On information and belief, the aforesaid infringing activities of
18 defendant Ticketfly have been done with knowledge and willful disregard of
19 Ameranth's patent rights, making this an exceptional case within the meaning of
20 35 U.S.C. § 285.

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

1 **PRAYER FOR RELIEF**

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

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

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

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

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

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

22 6. Awarding Ameranth increased damages of three times the amount of
23 damages found or assessed against Defendant by reason of the knowing, willful
24 and deliberate nature of Defendant's acts of infringement pursuant to 35 U.S.C. §
25 284;

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

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

3 9. Awarding to Ameranth such other and further relief that this Court
4 may deem just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Ameranth demands trial by jury of its claims set forth herein to the
7 maximum extent permitted by law.

8 Respectfully submitted,

9
10 Dated: February 13, 2013

CALDARELLI HEJMANOWSKI & PAGE LLP

11 By: /s/ William J. Caldarelli

12 William J. Caldarelli

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