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27 Attorneys for Plaintiff Ameranth, Inc.

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

AMERANTH, INC.,

Plaintiff,

v.

EVENTBRITE, INC.,

Defendant.

Case No. '13CV0350 AJB BLM

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT FOR PATENT INFRINGEMENT**

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

4 **PARTIES**

5 1. Plaintiff Ameranth is a Delaware corporation having a principal place  
6 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 21<sup>st</sup> 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 Eventbrite 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, Eventbrite 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 Eventbrite System as defined herein. Eventbrite operates an online/mobile  
23 service to promote and publicize events, and sell and distribute event tickets,  
24 claiming over 88 million tickets sold through Eventbrite to date, including tickets  
25 sold online, through mobile devices (both via the Web and via mobile apps),  
26 and/or through Apple Inc.’s Passbook System. Eventbrite enables the storage of  
27 tickets purchased via Eventbrite in Passbook, on any iPhone or iPodTouch  
28 running iOS6, in any of three ways: Through the Eventbrite app for iOS6,

1 available in the Apple App Store; through a ticket order confirmation email; or  
2 through the purchase of tickets via Web browser on an iPhone or iPodTouch  
3 running iOS6.

4 **JURISDICTION AND VENUE**

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

7 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§  
8 1331 and 1338(a).

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

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

26 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§  
27 1391(b) and (c) and 1400(b).

1 **BACKGROUND**

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

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

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

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

26        12.        On information and belief, Defendant has long had knowledge of the  
27 patents-in-suit, because of, *inter alia*, industry acclaim for Ameranth’s products  
28 and inventions, the success of the ticketing system developed by Ameranth, the

1 widespread knowledge in the hospitality industry of the Ameranth patents, the  
2 patent license agreements that Ameranth has entered into with numerous  
3 companies in the hospitality industry, and the lawsuits Ameranth has initiated  
4 against infringers, including ticketing companies such as TicketMob,  
5 TicketMaster, and StubHub.

6 **RELATED CASES PREVIOUSLY FILED**

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

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

13 **COUNT I**

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

15 **(35 U.S.C. § 271)**

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

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

23 17. Plaintiff Ameranth is the lawful owner by assignment of all right,  
24 title and interest in and to the ‘850 patent.

25 18. On information and belief, Defendant directly infringes and continues  
26 to directly infringe one or more valid and enforceable claims of the ‘850 patent,  
27 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license  
28 and/or selling or licensing infringing systems, products, and/or services in the

1 United States (including, *inter alia*, making and using the claimed inventions  
2 when it tests infringing systems, products, and/or services with wireless handheld  
3 computing devices) without authority or license from Ameranth, including but  
4 not limited to the Eventbrite system/product/service, which includes, *inter alia*,  
5 wireless and internet ticketing integration, online and mobile ticketing/ticket  
6 sales/ticket purchases, integration with e-mail and affinity program and social  
7 media applications such as Facebook, Twitter, Groupon, and YouTube,  
8 integration with Apple Inc.'s Passbook System, and/or other third-party web-  
9 based applications, and other hospitality aspects (the "Eventbrite System").

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

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

7 20. On information and belief, defendant Eventbrite has indirectly  
8 infringed and continues to indirectly infringe one or more valid and enforceable  
9 claims of the ‘850 patent, in violation of 35 U.S.C. § 271(b), by actively,  
10 knowingly, and intentionally inducing direct infringement by other persons,  
11 including but not limited to Eventbrite’s ticketing service customers and  
12 consumers who purchase tickets via the Eventbrite System.

13 21. On information and belief, customers of Eventbrite, including  
14 consumers and others, use the Eventbrite System. Eventbrite provides instruction  
15 and direction regarding the use of the Eventbrite System, and advertises,  
16 promotes, and encourages the use of the Eventbrite System.

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

20 23. On information and belief, Defendant has had knowledge of the ‘850  
21 patent as set forth hereinabove, and at a minimum no later than the filing of this  
22 Complaint. Additionally, on information and belief, Defendant knew or should  
23 have known that its continued offering and deployment of the Eventbrite System,  
24 and its continued support of consumers and other users of this  
25 system/product/service, would induce direct infringement by those users, and  
26 Defendant intended that its actions would induce direct infringement of the patent  
27 by those users.

28



1       24.       On information and belief, Defendant has indirectly infringed and  
2 continues to indirectly infringe one or more valid and enforceable claims of the  
3 ‘850 patent, in violation of 35 U.S.C. § 271(c).

4       25.       By distributing, selling, offering, offering to sell or license and/or  
5 selling or licensing the Eventbrite System, Eventbrite provides non-staple articles  
6 of commerce to others for use in infringing systems, products, and/or services.  
7 Additionally, Eventbrite provides instruction and direction regarding the use of  
8 the Eventbrite System, and advertises, promotes, and encourages the use of the  
9 Eventbrite System. Users of one or more of the Eventbrite System directly  
10 infringe one or more valid and enforceable claims of the ‘850 patent for the  
11 reasons set forth hereinabove.

12       26.       On information and belief, the Eventbrite System infringes one or  
13 more valid and enforceable claims of the ‘850 patent, for the reasons set forth  
14 hereinabove.

15       27.       On information and belief, Eventbrite has had knowledge of the ‘850  
16 patent, as set forth hereinabove, including knowledge that the Eventbrite System,  
17 which is a non-staple article of commerce, has been used as a material part of the  
18 claimed invention of the ‘850 patent, and that there are no substantial non-  
19 infringing uses for the Eventbrite System.

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

24       29.       The aforesaid infringing activity of defendant Eventbrite has directly  
25 and proximately caused damage to plaintiff Ameranth, including loss of profits  
26 from sales and/or licensing revenues it would have made but for the  
27 infringements. Unless enjoined, the aforesaid infringing activity will continue  
28

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

3 **COUNT II**

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

5 **(35 U.S.C. § 271)**

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

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

13 32. Plaintiff Ameranth is the lawful owner by assignment of all right,  
14 title and interest in and to the ‘325 patent.

15 33. On information and belief, Defendant directly infringes and continues  
16 to directly infringe one or more valid and enforceable claims of the ‘325 patent,  
17 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license  
18 and/or selling or licensing infringing systems, products, and/or services in the  
19 United States (including, *inter alia*, making and using the claimed inventions  
20 when it tests infringing systems, products, and/or services with wireless handheld  
21 computing devices) without authority or license from Ameranth, including but  
22 not limited to the Eventbrite System.

23 34. On information and belief, the Eventbrite System, as deployed and/or  
24 used at or from one or more locations by Eventbrite, its agents, distributors,  
25 partners, affiliates, licensees, and/or their customers, infringes one or more valid  
26 and enforceable claims of the ‘325 patent, by, *inter alia*, doing at least one of the  
27 following: (a) enabling the generation and transmission of menus in a system  
28 including a central processing unit, a data storage device, a computer operating

1 system containing a graphical user interface, one or more displayable main  
2 menus, modifier menus, and sub-modifier menus, and application software for  
3 generating a second menu and transmitting it to a wireless handheld computing  
4 device or a Web page; and/or (b) enabling ticketing/ticket sales/ticket purchases  
5 and other hospitality functions via iPhone, Android, and other internet-enabled  
6 wireless handheld computing devices as well as via Web pages, storing  
7 hospitality information and data on at least one central database, on at least one  
8 wireless handheld computing device, and on at least one Web server and Web  
9 page, and synchronizing of applications and data, including but not limited to  
10 applications and data relating to orders, between at least one central database,  
11 wireless handheld computing devices, and at least one Web server and Web page;  
12 and sending alerts, confirmations, and other information regarding orders to  
13 various wireless mobile devices.

14 35. On information and belief, Defendant has indirectly infringed and  
15 continues to indirectly infringe one or more valid and enforceable claims of the  
16 '325 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and  
17 intentionally inducing direct infringement by other persons, including  
18 Eventbrite's ticketing service customers and consumers who purchase tickets via  
19 the Eventbrite System.

20 36. On information and belief, customers of Eventbrite, including  
21 consumers and others, use the Eventbrite System in a manner that infringes upon  
22 one or more valid and enforceable claims of the '325 patent. Eventbrite provides  
23 instruction and direction regarding the use of the Eventbrite System and  
24 advertises, promotes, and encourages the use of the Eventbrite System.

25 37. On information and belief, Defendant actively induces others to  
26 infringe the '325 patent in violation of 35 U.S.C. §271(b) by knowingly  
27 encouraging, aiding and abetting customers of Eventbrite, including consumers  
28

1 and others, to use the infringing Eventbrite System in the United States without  
2 authority or license from Ameranth.

3 38. On information and belief, Defendant has had knowledge of the ‘325  
4 patent as set forth hereinabove, and at a minimum no later than the filing of this  
5 Complaint. Additionally, on information and belief, Defendant knew or should  
6 have known that its continued offering and deployment of the Eventbrite System,  
7 and its continued support of consumers and other users of this  
8 system/product/service, would induce direct infringement by those users, and  
9 Defendant intended that its actions would induce direct infringement of the patent  
10 by those users.

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

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

25 41. On information and belief, the Eventbrite System infringes one or  
26 more valid and enforceable claims of the ‘325 patent, for the reasons set forth  
27 hereinabove.

28

1 42. On information and belief, Eventbrite has had knowledge of the ‘325  
2 patent, as set forth hereinabove, including knowledge that the Eventbrite System,  
3 which is a non-staple articles of commerce, has been used as a material part of  
4 the claimed invention of the ‘325 patent, and that there are no substantial non-  
5 infringing uses for the Eventbrite System.

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

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

16 **COUNT III**

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

18 **(35 U.S.C. § 271)**

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

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

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

1        48.        On information and belief, Defendant directly infringes and continues  
2 to directly infringe one or more valid and enforceable claims of the '077 patent,  
3 in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or license  
4 and/or selling or licensing infringing systems, products, and/or services in the  
5 United States (including, *inter alia*, making and using the claimed inventions  
6 when it tests infringing systems, products, and/or services with wireless handheld  
7 computing devices) without authority or license from Ameranth, including but  
8 not limited to the Eventbrite System.

9        49.        On information and belief, the Eventbrite System, as deployed and/or  
10 used at or from one or more locations by Eventbrite, its agents, distributors,  
11 partners, affiliates, licensees, and/or their customers, infringes one or more valid  
12 and enforceable claims of the '077 patent, by, *inter alia*, doing at least one of the  
13 following: (a) enabling the configuring and transmitting of menus in a system  
14 including a central processing unit, a data storage device, a computer operating  
15 system containing a graphical user interface, one or more displayable master  
16 menus, menu configuration software enabled to generate a menu configuration  
17 for a wireless handheld computing device in conformity with a customized  
18 display layout, and enabled for synchronous communications and to format the  
19 menu configuration for a customized display layout of at least two different  
20 wireless handheld computing device display sizes, and/or (b) enabling  
21 ticketing/ticket sales/ticket purchases and other hospitality functions via iPhone,  
22 Android, and other internet-enabled wireless handheld computing devices as well  
23 as via Web pages, storing hospitality information and data on at least one  
24 database, on at least one wireless handheld computing device, and on at least one  
25 Web server and Web page, and synchronizing of applications and data, including  
26 but not limited to applications and data relating to orders, between at least one  
27 database, wireless handheld computing devices, and at least one Web server and  
28 Web page; utilizing communications control software enabled to link and

1 synchronize hospitality information between at least one database, wireless  
2 handheld computing device, and web page, to display information on web pages  
3 and on different wireless handheld computing device display sizes, and to allow  
4 information to be entered via Web pages, transmitted over the internet, and  
5 automatically communicated to at least one database and to wireless handheld  
6 computing devices; allowing information to be entered via wireless handheld  
7 computing devices, transmitted over the internet, and automatically  
8 communicated to at least one database and to Web pages.

9 50. On information and belief, Defendant has indirectly infringed and  
10 continues to indirectly infringe one or more valid and enforceable claims of the  
11 '077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and  
12 intentionally inducing direct infringement by other persons, including customers  
13 of Eventbrite's ticketing services and consumers who purchase tickets via the  
14 Eventbrite System. .

15 51. On information and belief, customers of Eventbrite, including  
16 consumers and others, use the Eventbrite System in a manner that infringes upon  
17 one or more valid and enforceable claims of the '077 patent. Eventbrite provides  
18 instruction and direction regarding the use of the Eventbrite System and  
19 advertises, promotes, and encourages the use of the Eventbrite System.

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

25 53. On information and belief, Defendant has had knowledge of the '077  
26 patent as set forth hereinabove, and at a minimum no later than the filing of this  
27 Complaint. Additionally, on information and belief, Defendant knew or should  
28 have known that its continued offering and deployment of the Eventbrite System,

1 and its continued support of consumers and other users of this  
2 system/product/service, would induce direct infringement by those users, and  
3 Defendant intended that its actions would induce direct infringement of the patent  
4 by those users.

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

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

19 56. On information and belief, the Eventbrite System infringes one or  
20 more valid and enforceable claims of the '077 patent, for the reasons set forth  
21 hereinabove.

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

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



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

3 59. The aforesaid infringing activity of defendant Eventbrite 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 **PRAYER FOR RELIEF**

10 WHEREFORE, plaintiff Ameranth respectfully prays for judgment against  
11 Defendant, as follows:

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

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

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

21 4. Enjoining Defendant, and its officers, directors, employees,  
22 attorneys, agents, representatives, parents, subsidiaries, affiliates and all other  
23 persons acting in concert, participation or privity with Defendant, and their  
24 successors and assigns, from infringing, contributorily infringing and/or inducing  
25 others to infringe the valid and enforceable claims of the '850 patent, and the  
26 '325 patent, and the '077 patent;

1 5. Awarding Ameranth the damages it has sustained by reason of  
2 Defendant's infringement, together with interest and costs pursuant to 35 U.S.C.  
3 § 284;

4 6. Awarding Ameranth increased damages of three times the amount of  
5 damages found or assessed against Defendant by reason of the knowing, willful  
6 and deliberate nature of Defendant's acts of infringement pursuant to 35 U.S.C. §  
7 284;

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

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

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

14 **DEMAND FOR JURY TRIAL**

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

17 Respectfully submitted,

18  
19 Dated: February 13, 2013

CALDARELLI HEJMANOWSKI & PAGE LLP

20 By: /s/ William J. Caldarelli

21 William J. Caldarelli

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28 **Attorneys for Plaintiff AMERANTH, INC.**