

1 **CALDARELLI HEJMANOWSKI & PAGE LLP**

2 William J. Caldarelli (SBN #149573)  
3 12340 El Camino Real, Suite 430  
4 San Diego, CA 92130  
5 Tel: (858) 720-8080  
6 Fax: (858) 720-6680  
7 wjc@chplawfirm.com

8 **FABIANO LAW FIRM, P.C.**

9 Michael D. Fabiano (SBN #167058)  
10 12526 High Bluff Drive, Suite 300  
11 San Diego, CA 92130  
12 Telephone: (619) 742-9631  
13 mdfabiano@fabianolawfirm.com

14 **OSBORNE LAW LLC**

15 John W. Osborne (*Pro Hac Vice* App. Pending)  
16 33 Habitat Lane  
17 Cortlandt Manor, NY 10567  
18 Telephone: (914) 714-5936  
19 josborne@osborneipl.com

20 **WATTS LAW OFFICES**

21 Ethan M. Watts (SBN #234441)  
22 12340 El Camino Real, Suite 430  
23 San Diego, CA 92130  
24 Telephone: (858) 509-0808  
25 Facsimile: (619) 878-5784  
26 emw@ewattslaw.com

27 Attorneys for Plaintiff Ameranth, Inc.

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

AMERANTH, INC.

Plaintiff,

v.

TICKETBISCUIT, LLC,

Defendant.

Case No. '13CV0352 AJB KSC

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Ameranth, Inc. (“Ameranth”), for its Complaint against defendant  
3 TicketBiscuit, LLC (“TicketBiscuit” 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 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 TicketBiscuit is, on information and belief, a Delaware  
17 limited liability company with a principal place of business and headquarters in  
18 Hoover, Alabama. On information and belief, TicketBiscuit 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 TicketBiscuit System as defined herein. TicketBiscuit provides online/mobile  
23 ticketing services to more than 500 U.S. concert venues, comedy clubs,  
24 museums, and other businesses, and sells and distributes tickets online, through  
25 mobile devices, through Facebook pages, and/or through Apple Inc.’s Passbook  
26 System. TicketBiscuit enables the storage of tickets purchased via TicketBiscuit  
27 in Passbook, on any iPhone or iPodTouch running iOS6, either through a ticket  
28

1 order confirmation email; or through the purchase of tickets via an iPhone or  
2 iPodTouch running iOS6.

3 **JURISDICTION AND VENUE**

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

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

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

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

25 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§  
26 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  
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1 and inventions, the success of the ticketing system developed by Ameranth, the  
2 widespread knowledge in the hospitality industry of the Ameranth patents, the  
3 patent license agreements that Ameranth has entered into with numerous  
4 companies in the hospitality industry, and the lawsuits Ameranth has initiated  
5 against infringers, including ticketing companies such as TicketMob,  
6 TicketMaster, and StubHub.

7 **RELATED CASES PREVIOUSLY FILED**

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

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

14 **COUNT I**

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

16 **(35 U.S.C. § 271)**

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

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

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

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

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

1 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  
3 at least one Web server and Web page; utilizing an interface that provides a  
4 single point of entry that allows the synchronization of at least one wireless  
5 handheld computing device and at least one Web page with at least one central  
6 database; allowing information to be entered via Web pages, transmitted over the  
7 internet, and automatically communicated to at least one central database and to  
8 wireless handheld computing devices; allowing information to be entered via  
9 wireless handheld computing devices, transmitted over the internet, and  
10 automatically communicated to at least one central database and to Web pages.

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

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

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

24 23. On information and belief, Defendant has had knowledge of the '850  
25 patent as set forth hereinabove, and at a minimum no later than the filing of this  
26 Complaint. Additionally, on information and belief, Defendant knew or should  
27 have known that its continued offering and deployment of the TicketBiscuit  
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1 System, 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 24. On information and belief, Defendant has indirectly infringed and  
6 continues to indirectly infringe one or more valid and enforceable claims of the  
7 ‘850 patent, in violation of 35 U.S.C. § 271(c).

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

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

19 27. On information and belief, TicketBiscuit has had knowledge of the  
20 ‘850 patent, as set forth hereinabove, including knowledge that the TicketBiscuit  
21 System, which is a non-staple article of commerce, has been used as a material  
22 part of the claimed invention of the ‘850 patent, and that there are no substantial  
23 non-infringing uses for the TicketBiscuit System.

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



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

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

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

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

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

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

23 40. By distributing, selling, offering, offering to sell or license and/or  
24 selling or licensing the TicketBiscuit System, Defendant provides non-staple  
25 articles of commerce to others for use in infringing systems, products, and/or  
26 services. Additionally, TicketBiscuit provides instruction and direction regarding  
27 the use of the TicketBiscuit System and advertises, promotes, and encourages the  
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1 use of the TicketBiscuit System. Users of the TicketBiscuit System directly  
2 infringe one or more valid and enforceable claims of the '325 patent, for the  
3 reasons set forth hereinabove.

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

7 42. On information and belief, TicketBiscuit has had knowledge of the  
8 '325 patent, as set forth hereinabove, including knowledge that the TicketBiscuit  
9 System, which is a non-staple articles of commerce, has been used as a material  
10 part of the claimed invention of the '325 patent, and that there are no substantial  
11 non-infringing uses for the TicketBiscuit System.

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

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

22 **COUNT III**

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

24 **(35 U.S.C. § 271)**

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



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

18 50. On information and belief, Defendant has indirectly infringed and  
19 continues to indirectly infringe one or more valid and enforceable claims of the  
20 '077 patent, in violation of 35 U.S.C. § 271(b), by actively, knowingly, and  
21 intentionally inducing direct infringement by other persons, including customers  
22 of TicketBiscuit's ticketing services and consumers who purchase tickets via the  
23 TicketBiscuit System.

24 51. On information and belief, customers of TicketBiscuit, including  
25 consumers and others, use the TicketBiscuit System in a manner that infringes  
26 upon one or more valid and enforceable claims of the '077 patent. TicketBiscuit  
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1 provides instruction and direction regarding the use of the TicketBiscuit System  
2 and advertises, promotes, and encourages the use of the TicketBiscuit System.

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

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

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

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

3 56. On information and belief, the TicketBiscuit System infringes one or  
4 more valid and enforceable claims of the '077 patent, for the reasons set forth  
5 hereinabove.

6 57. On information and belief, TicketBiscuit has had knowledge of the  
7 '077 patent, as set forth hereinabove, including knowledge that the TicketBiscuit  
8 System, which is a non-staple article of commerce, has been used as a material  
9 part of the claimed invention of the '077 patent, and that there are no substantial  
10 non-infringing uses for the TicketBiscuit System.

11 58. On information and belief, the aforesaid infringing activities of  
12 defendant TicketBiscuit have been done with knowledge and willful disregard of  
13 Ameranth's patent rights, making this an exceptional case within the meaning of  
14 35 U.S.C. § 285.

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

21 **PRAYER FOR RELIEF**

22 WHEREFORE, plaintiff Ameranth respectfully prays for judgment against  
23 Defendant, as follows:

24 1. Adjudging that the manufacture, use, offer for sale or license and /or  
25 sale or license of the TicketBiscuit System infringes valid and enforceable claims  
26 of the '850 patent, and the '325 patent, and the '077 patent, as set forth  
27 hereinabove;



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**DEMAND FOR JURY TRIAL**

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

Respectfully submitted,

Dated: February 13, 2013

CALDARELLI HEJMANOWSKI & PAGE LLP

By: /s/ William J. Caldarelli  
William J. Caldarelli

FABIANO LAW FIRM, P.C.  
Michael D. Fabiano

OSBORNE LAW LLC  
John W. Osborne

WATTS LAW OFFICES  
Ethan M. Watts

**Attorneys for Plaintiff AMERANTH, INC.**