

Brandon J. Witkow (SBN 210443)
bw@witkowlaw.com
 witkow | baskin
 21031 Ventura Boulevard, Suite 700
 Woodland Hills, California 91364
 Tel: 818.296.9508

Stephen G. Larson (SBN 145225)
slarson@larsonllp.com
 Larson LLP
 555 S Flower Street, 30th Floor
 Los Angeles, CA 90071
 Tel: 213.436.4888

Shekhar Vyas (SBN 229853)
vyas@swdelaw.com
 Stamoulis & Weinblatt LLC
 302 Washington Street, #150-2028
 San Diego, CA 92103
 Tel: 302.999.1540

Attorneys for *Plaintiff*
 AMERANTH, INC.

Robert F. Ruyak (*Pro Hac Vice* to be filed)
rruyak@larsonllp.com
 Larson LLP
 900 17th Street NW, Suite 200
 Washington, DC 20006
 Tel: 202.795.4900

Richard C. Weinblatt (*Pro Hac Vice* to be filed)
weinblatt@swdelaw.com
 Stamoulis & Weinblatt LLC
 800 N. West Street, Third Floor
 Wilmington, DE 19801
 Tel: 302.999.1540

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN DIEGO

AMERANTH, INC., a Delaware corporation,

Plaintiff,

v.

BRINK SOFTWARE, INC., a California
 corporation; PAR TECHNOLOGY
 CORPORATION, a Delaware corporation,

Defendants.

Case No.

**COMPLAINT FOR: (1) BREACH OF
 CONTRACT; (2) DECLARATORY
 RELIEF; AND (3) UNJUST
 ENRICHMENT**

Plaintiff Ameranth, Inc. ("Ameranth" or "Plaintiff") hereby alleges by and through its attorneys as follows:

PARTIES

1. Ameranth is a Delaware corporation having a principal place of business at 5820 Oberlin Drive, Suite 202, San Diego, California 92121.

2. Defendant PAR Technology Corporation ("PAR") is a Delaware company with, upon information and belief, a place of business at 11988 El Camino Real, Suite 100, San Diego, CA 92130.

3. Defendant Brink Software Inc. ("Brink") is a wholly owned subsidiary of PAR and is a California company with, upon information and belief, a place of business at 8383 Seneca Turnpike, New Hartford, New York 13323.

4. Brink and Ameranth entered into a written agreement that was mutually agreed upon and effective as of September 30, 2011 (the "Brink Agreement"), Exh. A¹, which Defendants breached.

JURISDICTION AND VENUE

5. This dispute arises under an intellectual property licensing contract governed by California law, and having a forum selection clause designating this Court when, as here, no federal law is involved.

6. As detailed below, this case is based explicitly on contract law without any need to interpret or construe any of Ameranth's patents. More specifically, the Court is not required to (a) interpret any of the patents that are Licensed Patents, (b) construe any claims of the Licensed Patents, (c) determine the validity of any of the Licensed Patents or (d) determine whether the Defendants perform activities falling within the scope of the claims of any Licensed Patent. Thus, federal patent law is not at issue in this case.

7. In addition, Ameranth is only seeking payment of royalties under the Brink Agreement for the period March 15, 2022 through June 26, 2025, which, upon information and belief, is estimated to be greater than \$45 million based upon the already established running royalty rate and PAR's publicly available financial information. Despite Defendants' indisputable knowledge of its responsibility to provide *Lear* notice if it believed any of the Licensed Patents were invalid, Defendants did not provide *Lear* notice for any of the four Licensed Patents that issued

¹ Unless otherwise specified, exhibits cited herein are attached hereto.

1 during that time frame. Ameranth is not seeking royalties under the Brink Agreement for the period
2 prior to March 15, 2022 nor for any time period after June 26, 2025. On June 27, 2025, and only in
3 response to Ameranth's June 10, 2025 letter to PAR's Chief Executive Officer, Savneet Singh, Exh.
4 B, Defendants provided *Lear* notice on these four Licensed Patents. Exh. C. Defendants' notice
5 does not prevent unpaid royalties from being owed for the period prior to the date of the *Lear* notice.
6 Consequently, Defendants' June 27, 2025 *Lear* notice's assertion of invalidity of the four Licensed
7 Patents – U.S. Patent Nos. 11,276,130, 11,842,415, 11,847,587, and 12,293,425, which issued
8 between March 2022 and May 2025 – is irrelevant and inapplicable to any issue in this case.

8 8. Under California law, the four-year statute of limitations begins from each alleged
9 failure to make a periodic royalty payment as required by a contract. In other words, each breach of
10 a recurring royalty obligation is independently actionable.

11 9. To streamline the case and focus only on Defendants' breach of the Brink Agreement
12 for failing to pay royalties during the applicable California statute of limitations period prior to June
13 26, 2025, Ameranth is only pursuing specific performance for the royalties owed pursuant to that
14 agreement during the period March 15, 2022 through June 26, 2025. All other possible past or
15 future license fees set forth in the Brink Agreement that might be owed are waived and covenanted
16 out, as set forth herein.

17 10. As detailed below, neither patent interpretation nor determining whether Defendants'
18 activities fall within the scope of any patents is required for Defendants to be liable for royalty
19 payments – all that is required is that Defendants have "an online/mobile food/drink ordering/menu
20 hosting system/service." Exh. A at § 5.2.

21 11. Jurisdiction and venue are thus proper in this State Court on the grounds that (a)
22 Brink is a California corporation residing in California and it has consented to venue in this Court,
23 and (b) PAR has a place of business in San Diego, California.

24 **FACTUAL BACKGROUND**

25 12. Ameranth is an award winning computing technology and intellectual property
26 licensing company located in San Diego specializing in software solutions for companies in the
27 restaurant and hospitality space. Ameranth holds numerous patents for inventions in this area.
Between 2006 and 2008, Ameranth developed, deployed and/or tested multiple hosted products,
including a prototype hosted point-of-sale ("POS") software system in 2007/2008.

13 13. After conceiving, developing and deploying to thousands of hospitality locations its
acclaimed products, and having won more than ten prestigious technology awards for its many

innovations from 1996-2008, in 2008, Ameranth decided to halt new product development in order to focus on its intellectual property licensing. However, Ameranth still maintained some product development and technical support for its existing products, some of which remain operational even today. Ameranth is now preparing to release an entirely new, AI-based software product this fall.

14. Brink was formed in late 2008 by four former engineering employees of Ameranth—Paul Rubin, Mike Demler, Brett Clapham and Rick Elliot—to provide hosted POS software to restaurant clients, which Brink then called "Brink POS."

15. Paul Rubin and Richard Stack, then Brink's Chief Executive Officer, knew and acknowledged that Brink needed a license from Ameranth because the Brink POS system and service had been built from Ameranth's 2008 POS prototype, source code, and intellectual property. Brink, however, had not previously disclosed this to Ameranth and had not gotten advanced approval from Ameranth to use any of Ameranth's intellectual property.

16. Ameranth was unaware of Brink's existence and operations until Paul Rubin approached Ameranth's President and founder, Keith McNally, and Chairman and Chief Executive Officer, Vern Yates, in Spring 2011, introduced Brink, and sought a license agreement from Ameranth for the Brink POS system and service.

17. In recognition of the Brink POS system and service having been built from Ameranth's 2008 POS prototype and technology, Brink and Ameranth sought a fair and equitable licensing deal and they thus entered into the Brink Agreement which set forth requirements for when a running royalty would be owed, and none of the running royalty payment requirements required patent infringement. Ameranth wished Brink well and hoped that it would succeed, since the Brink founders had come from Ameranth and were building on Ameranth's intellectual property

18. The Brink Agreement provided definitions in § 1, including those set forth below:

1.2 ***"Field of Use"*** shall mean use for customer/consumer online/mobile and/or call center food/drink ordering and/or menu hosting. Staff/employee use within a restaurant or other hospitality establishment is included at a different and special license price as indicated. Call center (off site) staff usage is within the Field of Use.

1.3 ***"Licensed Patents"*** shall mean United States Patent Nos. 6,384,850; 6,871,325, and 6,982,733; all reissues and reexaminations of any of the foregoing patents and all patents claiming priority from any application from which any of the foregoing patents issued (including counterparts, divisionals, continuations, continuations-in-part, substitutions, and renewals). Licensed Patents shall not include any Ameranth applications or patents outside the family which includes the patents listed herein.

Exh. A at §§ 1.2, 1.3 (emphasis added).

1 19. The definition of "Licensed Patents" in the Brink Agreement does not require a court
2 to interpret the Licensed Patents, construe any claims of the Licensed Patents, or determine whether
3 Defendants perform activities falling within the scope of the claims of any Licensed Patent.

4 20. In exchange for certain payments, including lump sum payments and on-going
5 quarterly royalty payments, Ameranth granted Brink a license "under the Licensed Patents within the
6 Field of Use only."² *Id.* at § 2.1.1.

7 21. More specifically, the Brink Agreement required Brink to make quarterly running
8 royalty payments beginning January 1, 2013 for Brink's "online/mobile food/drink ordering/menu
9 hosting system/service." *Id.* at § 5.2. Thus, as agreed upon by the parties, royalty payments were
10 not tied to any patent infringement requirement.

11 22. Brink would not be responsible for paying license fees only "if all claims of
12 Ameranth's Licensed Patents are finally held invalid and/or the patents are held to be unenforceable
13 (after all appeals are exhausted) prior to the date that such fees are otherwise due to Ameranth under
14 this Agreement." *Id.* at § 5.3. That condition has never occurred. The following issued Licensed
15 Patents, among others, have remained valid, enforceable and have not expired: U.S. Patent Nos.
16 11,276,130, 11,842,415, 11,847,587, and 12,293,425.

17 23. The Brink Agreement also states that in the event of default, "the non-defaulting
18 Party may give written notice to the defaulting Party that if the default is not cured within sixty (60)
19 days, the Agreement will be terminated. If the non-defaulting Party gives such notice and the default
20 is not cured during such 60-day period, then the Agreement shall automatically terminate at the end
21 of that period."³ *Id.* at § 6.3.

22 24. The Brink Agreement requires the written notice to be by "first-class mail, sent
23 through a nationally recognized courier service, hand delivered or transmission by confirmed
24 facsimile," not via e-mail. *Id.* at § 9.14.

25 25. No notice satisfying the requirements of § 6.3 of the Brink Agreement has ever been

26 ² The definitions in the agreement at issue in *Ameranth, Inc. v. ChowNow, Inc.*, Case No.: 3:20-cv-
27 02167-BEN-BLM, 2021 WL 3686056 (S.D. Cal. Aug. 19, 2021), resulted in ChowNow's being
28 obligated to pay a royalty based on whether ChowNow infringed Ameranth's patents-at-issue in that
case, which required patent interpretation and patent infringement. That is not the case here, because
neither patent interpretation nor patent infringement is required for Defendants to be liable for
royalty payments – all that is required is that Defendants have "an online/mobile food/drink
ordering/menu hosting system/service." Ex. A at § 5.2.

³ This requirement of providing written notice of *both* default and the 60-day cure period is
materially different from the terms in the agreement litigated in the *ChowNow* case.

given to Defendants by Ameranth.

26. Under § 6.5 of the Brink Agreement, there is no obligation to terminate the agreement upon a default: "Notwithstanding anything contained herein to the contrary, in the event that either Party has a right to terminate this Agreement such Party may elect not to terminate this Agreement. . ." Ameranth elected not to terminate the agreement and gave no such notice.

27. The Brink Agreement states "A failure to promptly provide notice of breach shall not be deemed to constitute a waiver of any rights of a Party under this Agreement," *id.* at § 6.3, and "[t]he failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions." *Id.* at § 9.7.

28. In or around September of 2014, PAR acquired Brink, assumed the Brink Agreement, and began providing Brink software systems and services, including Brink POS, to its customers as part of the PAR suite of products. Exhs. D-E.

29. Although both Brink and PAR hold patent license agreements from Ameranth, system deployments and sale transactions under the Brink Agreement were reported to Ameranth quarterly and royalty payments due under the Brink Agreement were paid by PAR from January 2015 until January 2020 pursuant to the terms and royalty schedule in the Brink Agreement. The parties always treated the Brink Agreement obligations as being entirely independent from the PAR agreement's obligations, as they are. *See, e.g.,* Exh. F.

30. The quarterly reports state that they were "Pursuant to the patent License Agreement with Brink Software, Inc., dated September 30, 2011" *Id.*

31. Quarterly reports and payment of quarterly royalties to Ameranth under the Brink Agreement were made through the quarter ending December 31, 2019, and reports were issued on PAR letterhead or sent from PAR. *Id.*

32. Beginning in April 2020, however, these financial reports and royalty payments to Ameranth pursuant to the Brink Agreement abruptly stopped with no notice or explanation.

33. After informal e-mails and communications between principals of the parties failed to resolve this issue, including correspondence from Defendants providing *Lear* notice on certain of Ameranth's patents that had issued as of that time, including U.S. Patent Nos. 9,009,060 and 9,747,651, Ameranth's counsel sent a letter to Brink on September 11, 2020. Exh. G. Ameranth's letter did not state that the Brink Agreement would automatically terminate within 60 days if the default was not cured, and it sought the required non-binding mediation as the next step in compliance with § 9.2.2 of that agreement. *Id.*

1 34. Two of those e-mail communications are detailed below:

- 2 a. The "April 30, 2020, e-mail from King to McNally" incorrectly and frivolously
3 stated "In both license agreements Ameranth's right to collect royalties ends upon the
4 expiration and/or invalidation of the 'Licensed Patents' (that was on January 29,
5 2018). The only patents that qualify as 'Licensed Patents' in the Brink license
6 agreement are U.S. Patent Nos. 6,384,850, 6,871,325, and 6,982,733." Exh. H.
7 However, that is a gross misreading of the Brink Agreement which defines "Licensed
8 Patents" as "United States Patent Nos. 6,384,850; 6,871,325, and 6,982,733; *all*
9 *reissues and reexaminations of any of the foregoing patents and all patents*
10 *claiming priority from any application from which any of the foregoing patents*
11 *issued (including counterparts, divisionals, continuations, continuations-in-part,*
12 *substitutions, and renewals).*" Exh. A at § 1.3 (emphasis added).
13 b. On May 4, 2020, Ameranth responded to Ms. King's e-mail disputing the clear
14 misinterpretation of the license agreements and informing her that "Ameranth
15 reserves all of its rights and remedies under the agreements and under applicable
16 law." Exh. I. Further, and as is explained below, at the same time PAR made the
17 frivolous contention that the license had expired two years earlier, which, at the time,
18 PAR alleged excluded Ameranth's U.S. Patent No. 8,146,077, Defendants complied
19 with the marking requirement set forth in the Brink Agreement at § 4.2 and marked
20 their Brink POS product with U.S. Patent No. 8,146,077, among others, just as it has
21 continued doing ever since and into 2025.

22 35. There was no termination timetable initiated or noticed by Ameranth under § 6.3 of
23 the Brink Agreement, and the dispute needed to be addressed first via management communications
24 and then, if those failed, mediation. The management discussion occurred in December 2020 and
25 then the parties attempted to mediate their dispute on January 19, 2021.

26 36. At the time of the mediation, the validity of several of Ameranth's then issued patents
27 were being challenged in court and Ameranth's appeals to both the Federal Circuit and the U.S.
28 Supreme Court were pending, along with many other non-party patent-law-related appeals to the
29 Supreme Court that were relevant to Ameranth. Ameranth reminded Defendants at the mediation
30 that Ameranth also had patent applications pending at the U.S. Patent and Trademark Office and it
31 intended to continuously file for further patents all of which would become "Licensed Patents" under
32 the Brink Agreement after they issued as patents. No agreement was reached from the mediation.

37. After having been so advised of Ameranth's pending patent application, shortly after the mediation, on April 6, 2021, U.S. Patent No. 10,970,797 issued to Ameranth.

38. U.S. Patent No. 10,970,797 is a continuation of U.S. Patent No. 9,009,060, which is a continuation-in-part of U.S. Patent No. 8,146,077, which is a continuation of U.S. Patent No. 6,982,733. Thus, U.S. Patent No. 10,970,797 falls within the definition of Licensed Patents in the Brink Agreement.

39. On August 16, 2021, recognizing its continuing obligation to provide *Lear* notice when it believed any of Ameranth's later issued Licensed Patents were invalid and confirming the license agreements did not end January 29, 2018, PAR sent Ameranth *Lear* notice with respect to U.S. Patent No. 10,970,797.

40. Before, during and long after the mediation, including in 2025, PAR has continuously provided patent marking, a requirement of § 4.2 of the Brink Agreement. More specifically, Brink POS manuals identify the Ameranth owned Licensed Patents as "pertain[ing] to the Brink POS software suite": "PAR holds the following patents in the United States that pertain to the Brink POS software suite: 6,382,850; 6,871,325; 8,146,077. PAR may have other patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in this document." *See, e.g.*, Exh. J, PAR Brink POS, "EMV Card Processor Configuration Guide," at p. ii (Aug. 2019 – Revision 7); Exh. K, PAR Brink POS, "PAR Brink POS, "Administrator Portal Configuration Guide for Brink POS version 5.0d (5.0d.R1+)," at p. ii (July 2020 — Revision 2); Exh. L, PAR, "Administrator Portal Guide for Brink POS version 5.0g (5.0g+)," at p. ii (Jan. 2022 – REV 2); Exh. M, PAR, "Administrator Portal Guide for Brink POS version 5.0j (5.0j+)," at p. ii (Oct. 2022 – REV 1); Exh. N, PAR, "Administrator Portal Guide for Brink POS version 5.0i (5.0i+)," at p. ii (Oct. 2022 – REV 2); Exh. O, PAR, "Administrator Portal Configuration Guide for Brink POS version 5.0m (5.0m+)," at p. ii (May 2024 – REV 3); Exh. P, PAR, "Administrator Portal Configuration Guide for Brink POS version 5.14 (5.14+)," at p. ii (May 2025 – REV 2).

41. The manuals' identifying U.S. Patent No. 8,146,077 evidences Defendants knew and know that the definition of Licensed Patents in the Brink Agreement encompasses more than only United States Patent Nos. 6,384,850; 6,871,325, and 6,982,733.

42. It is not customary for companies to mark their products with patents not owned by them or licensed from a third party.

43. By including Ameranth's Licensed Patents in their manuals after the January 2021 mediation and continuously until at least May of 2025, Defendants have acknowledged by such

conduct the continued existence of the Brink Agreement, confirmed the continued sale of the Brink POS system and service, and thus affirmed their continued obligation to pay Ameranth the running royalties owed under the Brink Agreement.

44. Had Defendants believed and relied on their mistaken belief the Brink Agreement terminated or expired in 2018 or after the mediation, they would have removed Ameranth's patents from their product manuals.

45. In its July 2021 press release "PAR Technology Adds Data Analytics Platform OneDataSource to its Brink POS® Integration Partner Ecosystem," Exh. Q, PAR announced it "is expanding its Brink POS® integration partner ecosystem with the addition of OneDataSource."

46. The 2023 PAR Brink POS Brochure, Exh. R, and the PAR Team's 2023 article "Unleash Efficiency: Elevate the Front of House Experience with Brink POS," Exh. S, confirm the Brink POS product and service is customer/consumer online/mobile and/or call center food/drink ordering and/or menu hosting.

47. By including Ameranth's Licensed Patents through at least May 2025 as "marking" in their manuals, the dates of those manuals establish that Defendants were providing the Brink POS product and service through that date, and have benefited and enriched themselves by conveying to their customers and partners that they are licensees for the Ameranth patent family, yet they have failed to pay Ameranth the royalties owed pursuant to the Brink Agreement.

48. In an April 22, 2024 episode of a the Restaurant Technology Guys podcast titled "From an Oil Rig to Tech Founder with Brink Co-Founder Rick Elliott" and posted on YouTube at <https://youtu.be/AcK3Gj6Zcx0?si=eyN4QOGYpNqIM4dZ> (last accessed July 10, 2025) ("Elliott Video"), Brink co-founder Rick Elliott clearly acknowledged:

"So I, it [i.e., Brink POS] all came out of, the four of us [i.e., Rick Elliott, Paul Rubin, Brett Clapham, and. Mike Demler] worked together at another company [i.e., Ameranth] before Brink that did a variety of different products. And one of the [Ameranth] products was a handheld ordering solution that integrated with some of the restaurant POS systems and during that endeavor [i.e., their time at Ameranth learning the POS challenges and solutions], we realized just how painful it was to work with the legacy point of sale systems that were contained just within the four walls of the restaurant, whether that's, and especially with online ordering becoming a thing."

Elliott Video at 5:56-6:31.

49. PAR's May 29, 2024 press release "PAR Technology Elevates Table Service Experience with Brink POS 2024 Spring Release," Exh. T, states:

Brink's new release empowers operators to navigate the challenge on both sides with meaningful enhancements that include:

- Gamification to encourage upsells and increase average check values.
- Simplified ordering, streamlined pick-ups and automated lane and KDS re-sequencing for single, dual, and multi-lane drive-thrus.
- Multi-reward Redemption with Punchh®, PAR's industry-leading loyalty platform.
- Support for 24x7 restaurant operations on Register and KDS.
- Seamless EBT Payments with PAR Pay, PAR's award-winning payments platform.

50. That same press release states under "About PAR Technology":

PAR Brink POS, part of the product portfolio of PAR Technology Corporation (NYSE: PAR), offers cutting-edge point-of-sale solutions tailored for the restaurant industry. Our cloud-based platform enhances guest experiences, drives efficiency, and scales effortlessly. With seamless integration capabilities and an open API, Brink POS empowers restaurants to build their ideal tech stack. More than 100,000 restaurants in more than 110 countries use PAR's restaurant point-of-sale, digital ordering, loyalty and back-office software solutions as well as industry leading hardware and drive-thru offerings. To learn more, visit partech.com or connect with us on LinkedIn, X (formerly Twitter), Facebook and Instagram. *Id.*

51. Brink POS is central and pivotal to the entire PAR product family, as confirmed in PAR's presentation describing Brink POS as the "hub" of the PAR Brink POS Ecosystem, Exh. U at p. 9, and PAR's declaring: "PAR is proud to offer an extensive ecosystem of integration partners to complement our Brink POS Solution." Exh. V.

52. On September 12, 2024, PAR issued a press release informing the public it was rebranding Brink POS to be "PAR POS." Exh. W.

53. PAR's press release did not mention that it surrendered its U.S. Trademark Registration No. 4,803,900 for "BRINK POS" as a result of a settlement of the trademark registration cancellation proceeding Brink's, Incorporated and Brink's Network, Incorporated brought at the U.S. Patent and Trademark Office against PAR's trademark registration.

54. U.S. Patent No. 10,970,797 was not the last of the patents to be "Licensed Patents" under the Brink Agreement.

55. U.S. Patent Nos. 11,276,130, 11,842,415, 11,847,587, and 12,293,425 issued to Ameranth on March 15, 2022, December 12, 2023, December 19, 2023, and May 6, 2025, respectively.

56. U.S. Patent No. 12,293,425 is a continuation-in-part of Patent No. 11,847,587, which is a continuation of U.S. Patent No. 11,842,415, which is a divisional of U.S. Patent No. 11,276,130, which is a continuation-in-part of U.S. Patent No. 9,009,060, with is a continuation-in-part of U.S. Patent No. 8,146,077, which is a continuation of U.S. Patent No. 6,982,733.

57. U.S. Patent Nos. 11,276,130, 11,842,415, 11,847,587, and 12,293,425 are Licensed Patents under the Brink Agreement.

58. After U.S. Patent No. 12,293,425 (the final patent of the Licensed Patents) issued on May 6, 2025, Ameranth's Chairman and Chief Executive Officer Vern Yates sent a letter on June 10, 2025 to the Chief Executive Officer of PAR, Savneet Singh, regarding the royalty payments owed per the Brink Agreement based on U.S. Patent Nos. 11,276,130, 11,8842,415, 11847,587 and 12,293,425, and Ameranth requested a management discussion pursuant to § 9.2.2 of the Brink Agreement. Exh. B.

59. On June 27, 2025, PAR rejected Ameranth's request for the required management discussions under § 9.2.2 and responded to Ameranth's letter by asserting that Brink

has no royalty obligations under the September 30, 2011, License Agreement because it has not sold or licensed any products in at least the last five years, after which all these patents issued. Moreover, as we explained in 2020, both the Brink and PAR licenses expired [in January 2018] by their terms. (See April 30, 2020, e-mail from King to McNally).

Exh. C. And in that same letter, PAR contradicted itself by, for the first time, providing *Lear* notice with respect to U.S. Patent Nos. 10,970,797, 11,276,130, 11,8842,415, 11,847,587, and 12,293,425.

60. *Lear* notice only pertains to an existing patent license agreement.

61. Defendants knew that the licenses had *not* expired in January 2018 as PAR frivolously alleged, Ameranth had never terminated the Brink Agreement (or the PAR Agreement), and PAR ignored the explicit, unambiguous definition of "Licensed Patents" in the Brink Agreement.

62. Defendants' own actions, including paying Ameranth licensing fees under the Brink Agreement from January 2018 through the quarter ending December 31, 2019, mediating with Ameranth in January 2021, providing *Lear* notice for U.S. Patent No. 10,970,797 in August 2021, and continuing to attempt to comply with the Brink Agreement's marking requirements through 2025, including identifying U.S. Patent No. 8,146,077 which falls within the definition of Licensed Patents, further evidence Defendants' knowledge that the Brink Agreement did not expire in January 2018.

63. Further, despite their claim to the contrary, as is confirmed in ¶¶ 40-52 above, Defendants have been continuously selling the Brink POS system and service during the past five years, and has merely rebranded Brink POS as PAR POS. This is further confirmed by their own manuals which are substantially identical except for the change in the brand name from "Brink POS" to "PAR POS" in the title and subsequent pages of the manuals.

64. Each of the excuses alleged by Defendants for not having made the required royalty payments to Ameranth are false and invalid, and are specifically contradicted by their own conduct.

65. Neither Brink nor PAR terminated the Brink Agreement pursuant to § 6.3.

66. *Lear* notice does not prevent royalties from being owed for the period preceding the date of the *Lear* notice.

67. Despite the fact that Defendants are required under the Brink Agreement to attempt to resolve disputes in good faith by via management communications between the parties and then, if that fails, to mediate disputes arising under the Brink Agreement, Defendants have refused to participate in management discussions or non-binding mediation pursuant to § 9.2.2 of that agreement. By refusing to mediate, Defendants have waived any right to require Ameranth to mediate the present dispute before filing suit.

68. Ameranth, on behalf of itself and its successors, if any, is now covenanting not to sue Defendants and "Brink Third Parties" for infringement of the "Licensed Patents" as those terms are defined in the Brink Agreement for any period of time before March 15, 2022 and after June 26, 2025. Exh. A at §§ 1.3 (defining "Licensed Patents"), 2.1.3 (defining "Brink Third Parties" as "Third Parties with respect to particular systems/solutions which are formed by the direct technical integration or connection between such Brink and Third Party products and/or systems in the Field of Use, . . . only".)

69. Except for with respect to U.S. Patent Nos. 11,276,130, 11,842,415, 11,847,587, and 12,293,425, Ameranth, on behalf of itself and its successors, if any, is now covenanting not to sue Defendants and "Brink Third Parties" for infringement of the "Licensed Patents" as those terms are defined in the Brink Agreement for the period of time from March 15, 2022 through June 26, 2025. Exh. A at §§ 1.3 (defining "Licensed Patents"), 2.1.3 (defining "Brink Third Parties" as "Third Parties with respect to particular systems/solutions which are formed by the direct technical integration or connection between such Brink and Third Party products and/or systems in the Field of Use, . . . only".)

70. Ameranth, on behalf of itself and its successors, if any, is now covenanting not to sue and waiving under the Brink Agreement all obligations of Defendants and their successors and subsidiaries to pay the running royalties or other patent license fees in accordance with the Brink Agreement for any "Licensed Patent" as that term is defined in the Brink Agreement for the period of time before March 15, 2022 and after June 26, 2025.

72. Ameranth brings this state law action to enforce its contractual rights under the Brink Agreement.

73. Defendants have used, sold, and leveraged the Brink POS system and service from 2014 to 2025 to create nearly \$3 billion in PAR shareholder value. The mutually beneficial Brink Agreement, acquired by PAR in 2014, required Defendants to pay Ameranth a running royalty on that Brink (and now PAR) POS system and service, yet Defendants have chosen not to do so. Ameranth requested a management meeting in accordance with the Brink Agreement and Defendants refused, essentially repudiating the terms in § 9.2.2 of the Brink Agreement. Defendants' improper actions have necessitated Ameranth's filing of this complaint. Through this action, Ameranth seeks: (a) to compel Defendants to provide an accurate and complete calculation of the royalties owed to Ameranth pursuant to the Brink Agreement from March 15, 2022 up through June 26, 2025, or to provide Ameranth full audit rights to do so itself; and then (b) to promptly pay to Ameranth all royalties owed under the Brink Agreement from March 15, 2022 up through June 26, 2025, only.

FIRST CAUSE OF ACTION

(Breach of Contract)

74. Ameranth repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

75. The Brink Agreement is a valid and binding written contract.

76. Defendants have breached the Brink Agreement by failing to provide royalty reports and failing to make royalty payments to Ameranth as required by the Brink Agreement at all times since March 15, 2022 and up through June 26, 2025.

77. Upon information and belief, Defendants' unpaid royalties are estimated to exceed \$45 million.

78. Ameranth has performed all the conditions, covenants and promises required of it under the Brink Agreement, excepting therefrom those conditions, covenants and promises it was excused from performing by virtue of the breach.

79. As a proximate result of Defendants' breach of the Brink Agreement, Ameranth has been damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION

(Declaratory Relief)

80. Ameranth repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

81. An actual controversy has arisen and now exists between Ameranth and Defendants concerning Defendants' ongoing obligation to provide quarterly reports and to make running royalty payments under the terms of the Brink Agreement from March 15, 2022 up through June 26, 2025, only. Upon information and belief, Defendants contend, based upon an allegation that the Brink Agreement expired on January 29, 2018, it is not obligated to provide such reports and to make the required royalty payments, and that it owes no further royalties to Ameranth. Ameranth contends that Defendants owe such obligations from March 15, 2022 up through June 26, 2025, and further contends that Defendants are ignoring the definition of "Licensed Patents" set forth in the Brink Agreement.

82. Ameranth desires a judicial determination and declaration that Defendants are obligated to provide quarterly reports and to make quarterly royalty payments, inclusive of late payment fees, under the terms of the Brink Agreement, from March 15, 2022 up through June 26, 2025, only.

83. A judicial declaration is necessary and appropriate at this time under the circumstances so that Ameranth and Defendants may ascertain their respective rights and obligations under the terms of the Brink Agreement.

THIRD CAUSE OF ACTION

(Unjust Enrichment)

84. Ameranth repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

85. Defendants have obtained and received the benefits of the Brink Agreement, without paying Ameranth the royalties due under that agreement.

86. Defendants have retained the benefits of the Brink Agreement at the expense of Ameranth.

87. Defendants would be unjustly enriched if they were permitted to have enjoyed and retained the benefits of the Brink Agreement without paying Ameranth the royalties due under the agreement.

88. Defendants have continued to mark their Brink/PAR POS products with Ameranth's patents and have asserted and continue to assert they "hold" Ameranth's Licensed Patents.

89. By publishing that they "hold" Ameranth's Licensed Patents, Defendants have unjustly retained the benefit of being perceived by their investors, customers, and the public as an innovator and owner of inventions patented by Ameranth.

90. Consequently, to prevent and address the unjust enrichment set forth herein, Defendants should be required to (a) account for and provide accurate and complete quarterly reports to Ameranth from March 15, 2022 through June 26, 2025, (b) pay Ameranth the royalties called for by the Brink Agreement from March 15, 2022 through June 26, 2025, and (c) cease their claims of holding any Ameranth patents.

PRAYER FOR RELIEF

WHEREFORE, Ameranth prays for judgment against Defendants as follows:

A. For an accounting and damages based upon the already established royalty rates and late fees set forth in the Brink Agreement in an amount to be determined at trial and estimated to exceed \$45 million;

B. For pre-judgment and post-judgment interest on all damages at the maximum legal rate;

C. For a judicial declaration that Defendants are obligated to provide quarterly reports and make running royalty payments to Ameranth in accordance with the terms of the Brink Agreement for the period of March 15, 2022 through June 26, 2025;

D. For a permanent injunction restraining and enjoining Defendants and their officers, agents, attorneys, and employees, and those acting in privity or concert with them, from claiming ownership of any of Ameranth's Licensed Patents;

E. For costs of suit incurred; and

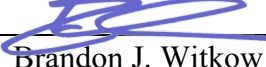
F. For such other and further relief as the Court may deem proper.

Ameranth hereby requests a trial by jury of all issues so triable.

1 Dated: July 22, 2025

Respectfully submitted,

2 witkow | baskin
3 Larson LLP
4 Stamoulis & Weinblatt LLC

5 By: 
6 Brandon J. Witkow
7 Attorneys for *Plaintiff*
8 AMERANTH, INC.
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