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13 *Counsel for Plaintiff PPS Data, LLC*

14  
15 **UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

16  
17 **PPS DATA, LLC, a Nevada Limited Liability**  
**Company,**

18 **Plaintiff,**

19  
20 **v.**

21 **BLUEPOINT SOLUTIONS, INC., a Nevada**  
**Corporation,**

22 **Defendant.**

**CASE NO.:**

**Jury Trial Demanded**

23  
24 **COMPLAINT FOR PATENT INFRINGEMENT**

25 PPS DATA, LLC (“PPS Data”) files this Complaint against BLUEPOINT  
26 SOLUTIONS, INC. (“Bluepoint”) and alleges as follows:

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**I. THE PARTIES**

1. PPS Data, LLC is a Nevada limited liability company having its principal place of business at 3949 South 700 East, Salt Lake City, Utah 84107.

2. Bluepoint Solutions, Inc. is a Nevada corporation having its principal place of business at 2560 Anthem Village Drive, 2<sup>nd</sup> Floor, Henderson, Nevada 89052.

**II. JURISDICTION AND VENUE**

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. Accordingly, this Court has subject matter jurisdiction over this cause of action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. Personal jurisdiction over Defendant Bluepoint Solutions, Inc. is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Bluepoint Solutions, Inc. has sufficient minimum contacts with the forum by conducting business within the State of Nevada and as a result of placing goods into the stream of commerce for distribution throughout the United States, including the State of Nevada. Further, Bluepoint Solutions, Inc. is a Nevada corporation.

5. Venue is proper in this Court and judicial district, pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b).

**III. BACKGROUND**

6. NetDeposit, LLC was a software provider for banks, third party processors and commercial businesses to enable check imaging, truncation, optimized clearing and full settlement reporting, including the design and sale of remote deposit capture products and services. NetDeposit, LLC obtained numerous patents for its check imaging, processing and clearing technology. On or about October 19, 2010, NetDeposit, LLC changed its name to PPS Data, LLC. As a result of a name change, Plaintiff PPS Data is now the owner of those patents.

7. On February 20, 2007, United States Letters Patent No. 7,181,430, entitled “Method and System for Processing Financial Instrument Deposits Physically Remote From a Financial Institution” (hereinafter “the ‘430 Patent”), was duly and legally issued to NetDeposit, Inc. A true and correct copy of the ‘430 Patent is attached hereto as **Exhibit A**.

1           8.       Since its issuance, the '430 Patent has been in full force and effect, and PPS Data,  
2 the successor of NetDeposit, Inc., is the owner of the entire right, title, and interest in and to the  
3 '430 Patent, including the right to sue for past and present infringements thereof.

4           9.       On October 21, 2008, United States Letters Patent No. 7,440,924, entitled  
5 "Method and System for Processing Financial Instrument Deposits Physically Remote From a  
6 Financial Institution" (hereinafter "the '924 Patent"), was duly and legally issued to NetDeposit,  
7 Inc. A true and correct copy of the '924 Patent is attached hereto as **Exhibit B**.

8           10.      Since its issuance, the '924 Patent has been in full force and effect, and PPS Data,  
9 the successor of NetDeposit, Inc., is the owner of the entire right, title, and interest in and to the  
10 '924 Patent, including the right to sue for past and present infringements thereof.

11          11.      On November 24, 2009, United States Letters Patent No. 7,624,071, entitled  
12 "Method and System for Processing Financial Instrument Deposits Physically Remote From a  
13 Financial Institution" (hereinafter "the '071 Patent"), was duly and legally issued to NetDeposit,  
14 LLC. A true and correct copy of the '071 Patent is attached hereto as **Exhibit C**.

15          12.      Since its issuance, the '071 Patent has been in full force and effect, and PPS Data,  
16 the successor of NetDeposit, LLC, is the owner of the entire right, title, and interest in and to the  
17 '071 Patent, including the right to sue for past and present infringements thereof.

18          13.      On May 8, 2007, United States Letters Patent No. 7,216,106, entitled "Method  
19 and System for Processing Financial Instrument Deposits Physically Remote From a Financial  
20 Institution" (hereinafter "the '106 Patent"), was duly and legally issued to NetDeposit, Inc. A  
21 true and correct copy of the '106 Patent is attached hereto as **Exhibit D**.

22          14.      Since its issuance, the '106 Patent has been in full force and effect, and PPS Data,  
23 the successor of NetDeposit, Inc., is the owner of the entire right, title, and interest in and to the  
24 '106 Patent, including the right to sue for past and present infringements thereof.

25          15.      On February 28, 2012, United States Letters Patent No. 8,126,809, entitled  
26 "Method and System for Processing Financial Instrument Deposits Physically Remote From a  
27 Financial Institution" (hereinafter "the '809 Patent"), was duly and legally issued to PPS Data,  
28 LLC. A true and correct copy of the '809 Patent is attached hereto as **Exhibit E**.

1           16.     Since its issuance, the '809 Patent has been in full force and effect, and PPS Data  
2 is the owner of the entire right, title, and interest in and to the '809 Patent, including the right to  
3 sue for past and present infringements thereof.

4           17.     Defendant Bluepoint designs, manufactures, and markets software, products and  
5 services to facilitate remote deposit capture, deposit processing and remote deposit solutions  
6 (collectively "Bluepoint remote deposit solutions"). Bluepoint's ImagePoint and QwikDeposit  
7 offerings are among these instrumentalities.

8           18.     Defendant Bluepoint and its customers and distribution partners advertise, market,  
9 support, maintain, distribute, provide and/or disseminate instructions for the use of Bluepoint's  
10 remote deposit solutions, including the ImagePoint and QwikDeposit systems.

11                           **IV.    FIRST CAUSE OF ACTION – INFRINGEMENT OF**  
12   **U.S. PATENT NO. 7,181,430**

13           19.     PPS Data repeats and re-alleges the allegations of paragraphs 1 through 18 of the  
14 Complaint as if fully set forth herein.

15           20.     Bluepoint has been and now is directly infringing the '430 Patent in this judicial  
16 district, and elsewhere in the United States. Infringements by Bluepoint include, without  
17 limitation, making, using, offering for sale, and/or selling within the United States, and/or  
18 importing into the United States, a method and system for processing financial instrument  
19 deposits physically remote from a financial institution, including at least Bluepoint remote  
20 deposit solutions incorporating the patented invention that is described and claimed in the '430  
21 Patent. Bluepoint's remote deposit solutions, including without limitation Bluepoint's  
22 ImagePoint and QwikDeposit systems, enable Bluepoint's customers to process financial  
23 instrument deposits physically remote from a financial institution. By making, using, importing,  
24 offering for sale, and/or selling Bluepoint's remote deposit solutions, including without  
25 limitation the ImagePoint and QwikDeposit systems, and all like systems and methods that are  
26 covered by one or more claims of the '430 Patent, Bluepoint is thus liable for infringement of the  
27 '430 Patent pursuant to 35 U.S.C. § 271(a).  
28

1           21.     Bluepoint is actively and knowingly inducing infringement of the '430 Patent in  
2 this judicial district, and elsewhere in the United States. Bluepoint has had notice of the '430  
3 Patent since no later than the filing of this Complaint. In connection with Bluepoint's  
4 advertising, marketing, sales, distribution, product manuals, and information dissemination  
5 concerning Bluepoint's remote deposit solutions, including without limitation the ImagePoint  
6 and QwikDeposit systems, Bluepoint has caused third parties, such as customers of Bluepoint's  
7 remote deposit solutions, including without limitation Bluepoint's ImagePoint and QwikDeposit  
8 systems, to practice the inventions claimed in the '430 Patent since at least the filing of this  
9 Complaint. Upon information and belief, Bluepoint has known since at least the filing of this  
10 Complaint that its customers' use of Bluepoint's remote deposit solutions, including without  
11 limitation Bluepoint's ImagePoint and QwikDeposit systems, constitutes infringement of the  
12 '430 Patent. Therefore, Bluepoint is acting or has acted with knowledge that the induced acts  
13 constitute patent infringement, and Bluepoint intends or has intended to cause patent  
14 infringement. Accordingly, Bluepoint is liable for infringement of the '430 Patent pursuant to 35  
15 U.S.C. § 271(b).

16           22.     Bluepoint is contributing to the infringement by others of the '430 Patent in this  
17 judicial district, and elsewhere in the United States, by making, using, offering for sale, and  
18 selling the Bluepoint remote deposit solutions, including without limitation Bluepoint's  
19 ImagePoint and QwikDeposit systems, which are a material part of practicing the invention  
20 claimed in the '430 Patent. Upon information and belief, Bluepoint has acted with the  
21 knowledge that its remote deposit solutions are especially made or adapted for processing  
22 financial instrument deposits physically remote from a financial institution, as claimed by the  
23 '430 Patent, and for that same reason, its remote deposit solutions are not a staple article or  
24 commodity of commerce suitable for substantial noninfringing use. Bluepoint advertises,  
25 markets, sells, distributes, and/or disseminates information about Bluepoint's remote deposit  
26 solution to third parties, such as customers of Bluepoint's remote deposit solutions, including  
27 without limitation the ImagePoint and QwikDeposit systems, through its  
28 www.bluepointsolutions.com website. Bluepoint has had notice of the '430 Patent no later than

1 the filing of this Complaint. Accordingly, Bluepoint is liable for infringement of the '430 Patent  
2 pursuant to 35 U.S.C. § 271(c).

3 23. Third parties, such as customers of Bluepoint's remote deposit solutions,  
4 including without limitation Bluepoint's ImagePoint and QwikDeposit systems, directly infringe  
5 the '430 Patent by using Bluepoint's remote deposit solutions, including without limitation  
6 Bluepoint's ImagePoint and QwikDeposit systems, which are manufactured, marketed, and/or  
7 sold by Bluepoint to function in a manner that practices the invention claimed in the '430 Patent.

8 24. Bluepoint is aware that such third parties thereby directly infringe the '430 Patent.

9 25. The activities of Bluepoint have been without an express or implied license from  
10 PPS Data.

11 26. Bluepoint's infringement of PPS Data's exclusive rights under the '430 Patent  
12 will continue to damage PPS Data's business, as well as the businesses of the multiple parties  
13 that have already taken licenses to practice PPS Data's patents, causing irreparable harm for  
14 which there is no adequate remedy at law. Accordingly, PPS Data is entitled to injunctive relief  
15 against such infringement.

16 27. As a result of Bluepoint's infringement of the '430 Patent, PPS Data is entitled to  
17 recover from Bluepoint the damages sustained by PPS Data as a result of Bluepoint's wrongful  
18 acts in an amount subject to proof at trial.

19 28. Bluepoint's continued infringement subsequent to notice of the '430 Patent is  
20 willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys' fees  
21 and costs.

22 **V. SECOND CAUSE OF ACTION – INFRINGEMENT OF**  
23 **U.S. PATENT NO. 7,440,924**

24 29. PPS Data repeats and re-alleges the allegations of paragraphs 1 through 28 of the  
25 Complaint as if fully set forth herein.

26 30. Bluepoint has been and now is directly infringing the '924 Patent in this judicial  
27 district, and elsewhere in the United States. Infringements by Bluepoint include, without  
28 limitation, making, using, offering for sale, and/or selling within the United States, and/or

1 importing into the United States, a method and system for processing financial instrument  
2 deposits physically remote from a financial institution, including at least Bluepoint remote  
3 deposit solutions incorporating the patented invention that is described and claimed in the '924  
4 Patent. Bluepoint's remote deposit solutions, including without limitation Bluepoint's  
5 ImagePoint and QwikDeposit systems, enable Bluepoint's customers to process financial  
6 instrument deposits physically remote from a financial institution. By making, using, importing,  
7 offering for sale, and/or selling Bluepoint's remote deposit solutions, including without  
8 limitation the ImagePoint and QwikDeposit systems, and all like systems and methods that are  
9 covered by one or more claims of the '924 Patent, Bluepoint is thus liable for infringement of the  
10 '924 Patent pursuant to 35 U.S.C. § 271(a).

11 31. Bluepoint is actively and knowingly inducing infringement of the '924 Patent in  
12 this judicial district, and elsewhere in the United States. Bluepoint has had notice of the '924  
13 Patent since no later than the filing of this Complaint. In connection with Bluepoint's  
14 advertising, marketing, sales, distribution, product manuals, and information dissemination  
15 concerning Bluepoint's remote deposit solutions, including without limitation the ImagePoint  
16 and QwikDeposit systems, Bluepoint has caused third parties, such as customers of Bluepoint's  
17 remote deposit solutions, including without limitation Bluepoint's ImagePoint and QwikDeposit  
18 systems, to practice the inventions claimed in the '924 Patent since at least the filing of this  
19 Complaint. Upon information and belief, Bluepoint has known since at least the filing of this  
20 Complaint that its customers' use of Bluepoint's remote deposit solutions, including without  
21 limitation Bluepoint's ImagePoint and QwikDeposit systems, constitutes infringement of the  
22 '924 Patent. Therefore, Bluepoint is acting or has acted with knowledge that the induced acts  
23 constitute patent infringement, and Bluepoint intends or has intended to cause patent  
24 infringement. Accordingly, Bluepoint is liable for infringement of the '924 Patent pursuant to 35  
25 U.S.C. § 271(b).

26 32. Bluepoint is contributing to the infringement by others of the '924 Patent in this  
27 judicial district, and elsewhere in the United States, by making, using, offering for sale, and  
28 selling the Bluepoint remote deposit solutions, including without limitation Bluepoint's

1 ImagePoint and QwikDeposit systems, which are a material part of practicing the invention  
2 claimed in the '924 Patent. Upon information and belief, Bluepoint has acted with the  
3 knowledge that its remote deposit solutions are especially made or adapted for processing  
4 financial instrument deposits physically remote from a financial institution, as claimed by the  
5 '924 Patent, and for that same reason, its remote deposit solutions are not a staple article or  
6 commodity of commerce suitable for substantial noninfringing use. Bluepoint advertises,  
7 markets, sells, distributes, and/or disseminates information about Bluepoint's remote deposit  
8 solution to third parties, such as customers of Bluepoint's remote deposit solutions, including  
9 without limitation the ImagePoint and QwikDeposit systems, through its  
10 www.bluepointsolutions.com website. Bluepoint has had notice of the '924 Patent no later than  
11 the filing of this Complaint. Accordingly, Bluepoint is liable for infringement of the '924 Patent  
12 pursuant to 35 U.S.C. § 271(c).

13 33. Third parties, such as customers of Bluepoint's remote deposit solutions,  
14 including without limitation Bluepoint's ImagePoint and QwikDeposit systems, directly infringe  
15 the '924 Patent by using Bluepoint's remote deposit solutions, including without limitation  
16 Bluepoint's ImagePoint and QwikDeposit systems, which are manufactured, marketed, and/or  
17 sold by Bluepoint to function in a manner that practices the invention claimed in the '924 Patent.

18 34. Bluepoint is aware that such third parties thereby directly infringe the '924 Patent.

19 35. The activities of Bluepoint have been without an express or implied license from  
20 PPS Data.

21 36. Bluepoint's infringement of PPS Data's exclusive rights under the '924 Patent  
22 will continue to damage PPS Data's business, as well as the businesses of the multiple parties  
23 that have already taken licenses to practice PPS Data's patents, causing irreparable harm for  
24 which there is no adequate remedy at law. Accordingly, PPS Data is entitled to injunctive relief  
25 against such infringement.

26 37. As a result of Bluepoint's infringement of the '924 Patent, PPS Data is entitled to  
27 recover from Bluepoint the damages sustained by PPS Data as a result of Bluepoint's wrongful  
28 acts in an amount subject to proof at trial.



1           38.     Bluepoint's continued infringement subsequent to notice of the '924 Patent is  
2 willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys' fees  
3 and costs.

4                           **VI.     THIRD CAUSE OF ACTION – INFRINGEMENT OF**  
5   **U.S. PATENT NO. 7,624,071**

6           39.     PPS Data repeats and re-alleges the allegations of paragraphs 1 through 38 of the  
7 Complaint as if fully set forth herein.

8           40.     Bluepoint has been and now is directly infringing the '071 Patent in this judicial  
9 district, and elsewhere in the United States. Infringements by Bluepoint include, without  
10 limitation, making, using, offering for sale, and/or selling within the United States, and/or  
11 importing into the United States, a method and system for processing financial instrument  
12 deposits physically remote from a financial institution, including at least Bluepoint remote  
13 deposit solutions incorporating the patented invention that is described and claimed in the '071  
14 Patent. Bluepoint's remote deposit solutions, including without limitation Bluepoint's  
15 ImagePoint and QwikDeposit systems, enable Bluepoint's customers to process financial  
16 instrument deposits physically remote from a financial institution. By making, using, importing,  
17 offering for sale, and/or selling Bluepoint's remote deposit solutions, including without  
18 limitation the ImagePoint and QwikDeposit systems, and all like systems and methods that are  
19 covered by one or more claims of the '071 Patent, Bluepoint is thus liable for infringement of the  
20 '071 Patent pursuant to 35 U.S.C. § 271(a).

21           41.     Bluepoint is actively and knowingly inducing infringement of the '071 Patent in  
22 this judicial district, and elsewhere in the United States. Bluepoint has had notice of the '071  
23 Patent since no later than the filing of this Complaint. In connection with Bluepoint's  
24 advertising, marketing, sales, distribution, product manuals, and information dissemination  
25 concerning Bluepoint's remote deposit solutions, including without limitation the ImagePoint  
26 and QwikDeposit systems, Bluepoint has caused third parties, such as customers of Bluepoint's  
27 remote deposit solutions, including without limitation Bluepoint's ImagePoint and QwikDeposit  
28 systems, to practice the inventions claimed in the '071 Patent since at least the filing of this

1 Complaint. Upon information and belief, Bluepoint has known since at least the filing of this  
2 Complaint that its customers' use of Bluepoint's remote deposit solutions, including without  
3 limitation Bluepoint's ImagePoint and QwikDeposit systems, constitutes infringement of the  
4 '071 Patent. Therefore, Bluepoint is acting or has acted with knowledge that the induced acts  
5 constitute patent infringement, and Bluepoint intends or has intended to cause patent  
6 infringement. Accordingly, Bluepoint is liable for infringement of the '071 Patent pursuant to 35  
7 U.S.C. § 271(b).

8 42. Bluepoint is contributing to the infringement by others of the '071 Patent in this  
9 judicial district, and elsewhere in the United States, by making, using, offering for sale, and  
10 selling the Bluepoint remote deposit solutions, including without limitation Bluepoint's  
11 ImagePoint and QwikDeposit systems, which are a material part of practicing the invention  
12 claimed in the '071 Patent. Upon information and belief, Bluepoint has acted with the  
13 knowledge that its remote deposit solutions are especially made or adapted for processing  
14 financial instrument deposits physically remote from a financial institution, as claimed by the  
15 '071 Patent, and for that same reason, its remote deposit solutions are not a staple article or  
16 commodity of commerce suitable for substantial noninfringing use. Bluepoint advertises,  
17 markets, sells, distributes, and/or disseminates information about Bluepoint's remote deposit  
18 solution to third parties, such as customers of Bluepoint's remote deposit solutions, including  
19 without limitation the ImagePoint and QwikDeposit systems, through its  
20 www.bluepointsolutions.com website. Bluepoint has had notice of the '071 Patent no later than  
21 the filing of this Complaint. Accordingly, Bluepoint is liable for infringement of the '071 Patent  
22 pursuant to 35 U.S.C. § 271(c).

23 43. Third parties, such as customers of Bluepoint's remote deposit solutions,  
24 including without limitation Bluepoint's ImagePoint and QwikDeposit systems, directly infringe  
25 the '071 Patent by using Bluepoint's remote deposit solutions, including without limitation  
26 Bluepoint's ImagePoint and QwikDeposit systems, which are manufactured, marketed, and/or  
27 sold by Bluepoint to function in a manner that practices the invention claimed in the '071 Patent.

28 44. Bluepoint is aware that such third parties thereby directly infringe the '071 Patent.

1           45.    The activities of Bluepoint have been without an express or implied license from  
2 PPS Data.

3           46.    Bluepoint's infringement of PPS Data's exclusive rights under the '071 Patent  
4 will continue to damage PPS Data's business, as well as the businesses of the multiple parties  
5 that have already taken licenses to practice PPS Data's patents, causing irreparable harm for  
6 which there is no adequate remedy at law. Accordingly, PPS Data is entitled to injunctive relief  
7 against such infringement.

8           47.    As a result of Bluepoint's infringement of the '071 Patent, PPS Data is entitled to  
9 recover from Bluepoint the damages sustained by PPS Data as a result of Bluepoint's wrongful  
10 acts in an amount subject to proof at trial.

11          48.    Bluepoint's continued infringement subsequent to notice of the '071 Patent is  
12 willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys' fees  
13 and costs.

14                           **VII.    FOURTH CAUSE OF ACTION – INFRINGEMENT OF**  
15   **U.S. PATENT NO. 7,216,106**

16          49.    PPS Data repeats and re-alleges the allegations of paragraphs 1 through 48 of the  
17 Complaint as if fully set forth herein.

18          50.    Bluepoint has been and now is directly infringing the '106 Patent in this judicial  
19 district, and elsewhere in the United States. Infringements by Bluepoint include, without  
20 limitation, making, using, offering for sale, and/or selling within the United States, and/or  
21 importing into the United States, a method and system for processing financial instrument  
22 deposits physically remote from a financial institution, including at least Bluepoint remote  
23 deposit solutions incorporating the patented invention that is described and claimed in the '106  
24 Patent. Bluepoint's remote deposit solutions, including without limitation Bluepoint's  
25 ImagePoint and QwikDeposit systems, enable Bluepoint's customers to process financial  
26 instrument deposits physically remote from a financial institution. By making, using, importing,  
27 offering for sale, and/or selling Bluepoint's remote deposit solutions, including without  
28 limitation the ImagePoint and QwikDeposit systems, and all like systems and methods that are

1 covered by one or more claims of the '106 Patent, Bluepoint is thus liable for infringement of the  
2 '106 Patent pursuant to 35 U.S.C. § 271(a).

3 51. Bluepoint is actively and knowingly inducing infringement of the '106 Patent in  
4 this judicial district, and elsewhere in the United States. Bluepoint has had notice of the '106  
5 Patent since no later than the filing of this Complaint. In connection with Bluepoint's  
6 advertising, marketing, sales, distribution, product manuals, and information dissemination  
7 concerning Bluepoint's remote deposit solutions, including without limitation the ImagePoint  
8 and QwikDeposit systems, Bluepoint has caused third parties, such as customers of Bluepoint's  
9 remote deposit solutions, including without limitation Bluepoint's ImagePoint and QwikDeposit  
10 systems, to practice the inventions claimed in the '106 Patent since at least the filing of this  
11 Complaint. Upon information and belief, Bluepoint has known since at least the filing of this  
12 Complaint that its customers' use of Bluepoint's remote deposit solutions, including without  
13 limitation Bluepoint's ImagePoint and QwikDeposit systems, constitutes infringement of the  
14 '106 Patent. Therefore, Bluepoint is acting or has acted with knowledge that the induced acts  
15 constitute patent infringement, and Bluepoint intends or has intended to cause patent  
16 infringement. Accordingly, Bluepoint is liable for infringement of the '106 Patent pursuant to 35  
17 U.S.C. § 271(b).

18 52. Bluepoint is contributing to the infringement by others of the '106 Patent in this  
19 judicial district, and elsewhere in the United States, by making, using, offering for sale, and  
20 selling the Bluepoint remote deposit solutions, including without limitation Bluepoint's  
21 ImagePoint and QwikDeposit systems, which are a material part of practicing the invention  
22 claimed in the '106 Patent. Upon information and belief, Bluepoint has acted with the  
23 knowledge that its remote deposit solutions are especially made or adapted for processing  
24 financial instrument deposits physically remote from a financial institution, as claimed by the  
25 '106 Patent, and for that same reason, its remote deposit solutions are not a staple article or  
26 commodity of commerce suitable for substantial noninfringing use. Bluepoint advertises,  
27 markets, sells, distributes, and/or disseminates information about Bluepoint's remote deposit  
28 solution to third parties, such as customers of Bluepoint's remote deposit solutions, including

1 without limitation the ImagePoint and QwikDeposit systems, through its  
2 www.bluepointsolutions.com website. Bluepoint has had notice of the '106 Patent no later than  
3 the filing of this Complaint. Accordingly, Bluepoint is liable for infringement of the '106 Patent  
4 pursuant to 35 U.S.C. § 271(c).

5 53. Third parties, such as customers of Bluepoint's remote deposit solutions,  
6 including without limitation Bluepoint's ImagePoint and QwikDeposit systems, directly infringe  
7 the '106 Patent by using Bluepoint's remote deposit solutions, including without limitation  
8 Bluepoint's ImagePoint and QwikDeposit systems, which are manufactured, marketed, and/or  
9 sold by Bluepoint to function in a manner that practices the invention claimed in the '106 Patent.

10 54. Bluepoint is aware that such third parties thereby directly infringe the '106 Patent.

11 55. The activities of Bluepoint have been without an express or implied license from  
12 PPS Data.

13 56. Bluepoint's infringement of PPS Data's exclusive rights under the '106 Patent  
14 will continue to damage PPS Data's business, as well as the businesses of the multiple parties  
15 that have already taken licenses to practice PPS Data's patents, causing irreparable harm for  
16 which there is no adequate remedy at law. Accordingly, PPS Data is entitled to injunctive relief  
17 against such infringement.

18 57. As a result of Bluepoint's infringement of the '106 Patent, PPS Data is entitled to  
19 recover from Bluepoint the damages sustained by PPS Data as a result of Bluepoint's wrongful  
20 acts in an amount subject to proof at trial.

21 58. Bluepoint's continued infringement subsequent to notice of the '106 Patent is  
22 willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys' fees  
23 and costs.

24 **VIII. FIFTH CAUSE OF ACTION – INFRINGEMENT OF**  
25 **U.S. PATENT NO. 8,126,809**

26 59. PPS Data repeats and re-alleges the allegations of paragraphs 1 through 58 of the  
27 Complaint as if fully set forth herein.  
28

1           60.     Bluepoint has been and now is directly infringing the '809 Patent in this judicial  
2 district, and elsewhere in the United States. Infringements by Bluepoint include, without  
3 limitation, making, using, offering for sale, and/or selling within the United States, and/or  
4 importing into the United States, a method and system for processing financial instrument  
5 deposits physically remote from a financial institution, including at least Bluepoint remote  
6 deposit solutions incorporating the patented invention that is described and claimed in the '809  
7 Patent. Bluepoint's remote deposit solutions, including without limitation Bluepoint's  
8 ImagePoint and QwikDeposit systems, enable Bluepoint's customers to process financial  
9 instrument deposits physically remote from a financial institution. By making, using, importing,  
10 offering for sale, and/or selling Bluepoint's remote deposit solutions, including without  
11 limitation the ImagePoint and QwikDeposit systems, and all like systems and methods that are  
12 covered by one or more claims of the '106 Patent, Bluepoint is thus liable for infringement of the  
13 '809 Patent pursuant to 35 U.S.C. § 271(a).

14           61.     Bluepoint is actively and knowingly inducing infringement of the '809 Patent in  
15 this judicial district, and elsewhere in the United States. Bluepoint has had notice of the '809  
16 Patent since no later than the filing of this Complaint. In connection with Bluepoint's  
17 advertising, marketing, sales, distribution, product manuals, and information dissemination  
18 concerning Bluepoint's remote deposit solutions, including without limitation the ImagePoint  
19 and QwikDeposit systems, Bluepoint has caused third parties, such as customers of Bluepoint's  
20 remote deposit solutions, including without limitation Bluepoint's ImagePoint and QwikDeposit  
21 systems, to practice the inventions claimed in the '809 Patent since at least the filing of this  
22 Complaint. Upon information and belief, Bluepoint has known since at least the filing of this  
23 Complaint that its customers' use of Bluepoint's remote deposit solutions, including without  
24 limitation Bluepoint's ImagePoint and QwikDeposit systems, constitutes infringement of the  
25 '809 Patent. Therefore, Bluepoint is acting or has acted with knowledge that the induced acts  
26 constitute patent infringement, and Bluepoint intends or has intended to cause patent  
27 infringement. Accordingly, Bluepoint is liable for infringement of the '809 Patent pursuant to 35  
28 U.S.C. § 271(b).

1           62.     Bluepoint is contributing to the infringement by others of the '809 Patent in this  
2 judicial district, and elsewhere in the United States, by making, using, offering for sale, and  
3 selling the Bluepoint remote deposit solutions, including without limitation Bluepoint's  
4 ImagePoint and QwikDeposit systems, which are a material part of practicing the invention  
5 claimed in the '809 Patent. Upon information and belief, Bluepoint has acted with the  
6 knowledge that its remote deposit solutions are especially made or adapted for processing  
7 financial instrument deposits physically remote from a financial institution, as claimed by the  
8 '809 Patent, and for that same reason, its remote deposit solutions are not a staple article or  
9 commodity of commerce suitable for substantial noninfringing use. Bluepoint advertises,  
10 markets, sells, distributes, and/or disseminates information about Bluepoint's remote deposit  
11 solution to third parties, such as customers of Bluepoint's remote deposit solutions, including  
12 without limitation the ImagePoint and QwikDeposit systems, through its  
13 www.bluepointsolutions.com website. Bluepoint has had notice of the '809 Patent no later than  
14 the filing of this Complaint. Accordingly, Bluepoint is liable for infringement of the '809 Patent  
15 pursuant to 35 U.S.C. § 271(c).

16           63.     Third parties, such as customers of Bluepoint's remote deposit solutions,  
17 including without limitation Bluepoint's ImagePoint and QwikDeposit systems, directly infringe  
18 the '809 Patent by using Bluepoint's remote deposit solutions, including without limitation  
19 Bluepoint's ImagePoint and QwikDeposit systems, which are manufactured, marketed, and/or  
20 sold by Bluepoint to function in a manner that practices the invention claimed in the '809 Patent.

21           64.     Bluepoint is aware that such third parties thereby directly infringe the '809 Patent.

22           65.     The activities of Bluepoint have been without express or implied license from  
23 PPS Data.

24           66.     Bluepoint's infringement of PPS Data's exclusive rights under the '809 Patent  
25 will continue to damage PPS Data's business, as well as the businesses of the multiple parties  
26 that have already taken licenses to practice PPS Data's patents, causing irreparable harm for  
27 which there is no adequate remedy at law. Accordingly, PPS Data is entitled to injunctive relief  
28 against such infringement.

1           67.    As a result of Bluepoint’s infringement of the ‘809 Patent, PPS Data is entitled to  
2 recover from Bluepoint the damages sustained by PPS Data as a result of Bluepoint’s wrongful  
3 acts in an amount subject to proof at trial.

4           68.    Bluepoint’s continued infringement subsequent to notice of the ‘809 Patent is  
5 willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys’ fees  
6 and costs.

7   **IX.    PRAYER FOR RELIEF**

8           WHEREFORE, PPS Data respectfully requests that this court enter:

9           a.    A judgment in favor of Plaintiff PPS Data that Bluepoint has infringed the  
10 asserted patents;

11           b.    A temporary, preliminary, and permanent injunction enjoining Bluepoint and their  
12 officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries,  
13 parents and all others acting in concert therewith from infringement, including directly or  
14 indirectly infringing, or inducing or contributing to the infringement by others of the asserted  
15 patents;

16           c.    A judgment and order requiring Bluepoint to pay PPS Data its damages, costs,  
17 expenses and prejudgment and post-judgment interest for Bluepoint’s infringement of the  
18 asserted patents as provided under 35 U.S.C. § 284;

19           d.    A judgment and order finding that the damages awarded to PPS Data be increased  
20 up to three times in view of Bluepoint’s willful infringement of the asserted patents as provided  
21 under 35 U.S.C. § 284;

22           e.    A judgment and order declaring that this is an exceptional case within the  
23 meaning of 35 U.S.C. § 285 and awarding to PPS Data its reasonable attorneys’ fees and other  
24 expenses incurred in connection with this action;

25           f.    Any and all other relief as this Court may deem just and proper be awarded to  
26 Plaintiff PPS Data.

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X. DEMAND FOR JURY TRIAL

Pursuant to Federal Rules of Civil Procedure 38(b), PPS Data hereby demands a trial by jury of any issues so triable by right.

DATED this 30<sup>th</sup> day of July, 2013.

GORDON SILVER



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**EXHIBIT LIST**

<b>Exhibit</b>	<b>Description</b>	<b>Pages<sup>1</sup></b>
A	United States Patent No: 7,181,430 B1	38
B	United States Patent No: 7,440,924 B2	37
C	United States Patent No: 7,624,071 B2	36
D	United States Patent No: 7,216,106 B1	45
E	United States Patent No: 8,126,809 B2	35

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<sup>1</sup> Exhibit page counts are exclusive of exhibit slip sheets.