

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF DELAWARE**

PPS DATA, LLC,	)	
a Nevada Limited Liability Company,	)	
	)	Case No. _____
Plaintiff,	)	
	)	
v.	)	
	)	
TRANSCENTRA, INC.,	)	<b>JURY TRIAL DEMANDED</b>
a Delaware Corporation,	)	
	)	
Defendant.	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

PPS DATA, LLC (“PPS Data”) files this Complaint against TRANSCENTRA, INC. (“Transcentra”) and alleges as follows:

**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. Transcentra, Inc. is a Delaware corporation and identifies its registered agent as The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE, 19801. Transcentra has its principal place of business at 4855 Peachtree Industrial Blvd., Suite 245, Norcross, GA 30092.

**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 Transcentra, Inc. is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Transcentra, Inc. has sufficient minimum contacts

with the forum by conducting business within the State of Delaware and as a result of placing goods into the stream of commerce for distribution throughout the United States, including the State of Delaware. Further, Transcentra, Inc. is a Delaware 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.

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

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

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

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

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

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

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

15. Defendant Transcentra designs, manufactures, and markets software, products and services to facilitate remote deposit capture, deposit processing and remote deposit solutions (collectively "Transcentra remote deposit solutions"). Transcentra's Transaction Management System (TMS), Remote Deposit Capture (RDC) Solution, and Image Cash Letter (ICL) service are among these instrumentalities.

16. Defendant Transcentra and its customers and distribution partners advertise, market, support, maintain, distribute, provide and/or disseminate instructions for the use of Transcentra's remote deposit solutions, including the TMS, RDC, and ICL systems.

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

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

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

19. Transcentra is actively and knowingly inducing infringement of the '430 Patent in this judicial district, and elsewhere in the United States. Transcentra has had notice of the '430 Patent since no later than the filing of this Complaint. In connection with Transcentra's advertising, marketing, sales, distribution, product manuals, and information dissemination

concerning Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, Transcentra has caused third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, to practice the inventions claimed in the '430 Patent since at least the filing of this Complaint. Upon information and belief, Transcentra has known since at least the filing of this Complaint that its customers' use of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, constitutes infringement of the '430 Patent. Therefore, Transcentra is acting or has acted with knowledge that the induced acts constitute patent infringement, and Transcentra intends or has intended to cause patent infringement. Accordingly, Transcentra is liable for infringement of the '430 Patent pursuant to 35 U.S.C. § 271(b).

20. Transcentra is contributing to the infringement by others of the '430 Patent in this judicial district, and elsewhere in the United States, by making, using, offering for sale, and selling the Transcentra remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, which are a material part of practicing the invention claimed in the '430 Patent. Upon information and belief, Transcentra has acted with the knowledge that its remote deposit solutions are especially made or adapted for processing financial instrument deposits physically remote from a financial institution, as claimed by the '430 Patent, and for that same reason, its remote deposit solutions are not a staple article or commodity of commerce suitable for substantial noninfringing use. Transcentra advertises, markets, sells, distributes, and/or disseminates information about Transcentra's remote deposit solution to third parties, such as customers of Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, through its [www.transcentra.com](http://www.transcentra.com) website. Transcentra has had

notice of the '430 Patent no later than the filing of this Complaint. Accordingly, Transcentra is liable for infringement of the '430 Patent pursuant to 35 U.S.C. § 271(c).

21. Third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, directly infringe the '430 Patent by using Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, which are manufactured, marketed, and/or sold by Transcentra to function in a manner that practices the invention claimed in the '430 Patent.

22. Transcentra is aware that such third parties thereby directly infringe the '430 Patent.

23. The activities of Transcentra have been without an express or implied license from PPS Data.

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

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

26. Transcentra's continued infringement subsequent to notice of the '430 Patent is willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys fees and costs.

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

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

28. Transcentra has been and now is directly infringing the '924 Patent in this judicial district, and elsewhere in the United States. Infringements by Transcentra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, a method and system for processing financial instrument deposits physically remote from a financial institution, including at least Transcentra remote deposit solutions incorporating the patented invention that is described and claimed in the '924 Patent. Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, enable Transcentra's customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, and all like systems and methods that are covered by one or more claims of the '924 Patent, Transcentra is thus liable for infringement of the '924 Patent pursuant to 35 U.S.C. § 271(a).

29. Transcentra is actively and knowingly inducing infringement of the '924 Patent in this judicial district, and elsewhere in the United States. Transcentra has had notice of the '924 Patent since no later than the filing of this Complaint. In connection with Transcentra's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, Transcentra has caused third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL

systems, to practice the inventions claimed in the '924 Patent since at least the filing of this Complaint. Upon information and belief, Transcentra has known since at least the filing of this Complaint that its customers' use of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, constitutes infringement of the '924 Patent. Therefore, Transcentra is acting or has acted with knowledge that the induced acts constitute patent infringement, and Transcentra intends or has intended to cause patent infringement. Accordingly, Transcentra is liable for infringement of the '924 Patent pursuant to 35 U.S.C. § 271(b).

30. Transcentra is contributing to the infringement by others of the '924 Patent in this judicial district, and elsewhere in the United States, by making, using, offering for sale, and selling the Transcentra remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, which are a material part of practicing the invention claimed in the '924 Patent. Upon information and belief, Transcentra has acted with the knowledge that its remote deposit solutions are especially made or adapted for processing financial instrument deposits physically remote from a financial institution, as claimed by the '924 Patent, and for that same reason, its remote deposit solutions are not a staple article or commodity of commerce suitable for substantial noninfringing use. Transcentra advertises, markets, sells, distributes, and/or disseminates information about Transcentra's remote deposit solution to third parties, such as customers of Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, through its [www.transcentra.com](http://www.transcentra.com) website. Transcentra has had notice of the '924 Patent no later than the filing of this Complaint. Accordingly, Transcentra is liable for infringement of the '924 Patent pursuant to 35 U.S.C. § 271(c).



31. Third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, directly infringe the '924 Patent by using Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, which are manufactured, marketed, and/or sold by Transcentra to function in a manner that practices the invention claimed in the '924 Patent.

32. Transcentra is aware that such third parties thereby directly infringe the '924 Patent.

33. The activities of Transcentra have been without an express or implied license from PPS Data.

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

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

36. Transcentra's continued infringement subsequent to notice of the '924 Patent is willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys fees and costs.

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

37. PPS Data repeats and re-alleges the allegations of paragraphs 1 through 36 of the Complaint as if fully set forth herein.

38. Transcentra has been and now is directly infringing the '071 Patent in this judicial district, and elsewhere in the United States. Infringements by Transcentra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, a method and system for processing financial instrument deposits physically remote from a financial institution, including at least Transcentra remote deposit solutions incorporating the patented invention that is described and claimed in the '071 Patent. Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, enable Transcentra's customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, and all like systems and methods that are covered by one or more claims of the '071 Patent, Transcentra is thus liable for infringement of the '071 Patent pursuant to 35 U.S.C. § 271(a).

39. Transcentra is actively and knowingly inducing infringement of the '071 Patent in this judicial district, and elsewhere in the United States. Transcentra has had notice of the '071 Patent since no later than the filing of this Complaint. In connection with Transcentra's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, Transcentra has caused third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL

systems, to practice the inventions claimed in the '071 Patent since at least the filing of this Complaint. Upon information and belief, Transcentra has known since at least the filing of this Complaint that its customers' use of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, constitutes infringement of the '071 Patent. Therefore, Transcentra is acting or has acted with knowledge that the induced acts constitute patent infringement, and Transcentra intends or has intended to cause patent infringement. Accordingly, Transcentra is liable for infringement of the '071 Patent pursuant to 35 U.S.C. § 271(b).

40. Transcentra is contributing to the infringement by others of the '071 Patent in this judicial district, and elsewhere in the United States, by making, using, offering for sale, and selling the Transcentra remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, which are a material part of practicing the invention claimed in the '071 Patent. Upon information and belief, Transcentra has acted with the knowledge that its remote deposit solutions are especially made or adapted for processing financial instrument deposits physically remote from a financial institution, as claimed by the '071 Patent, and for that same reason, its remote deposit solutions are not a staple article or commodity of commerce suitable for substantial noninfringing use. Transcentra advertises, markets, sells, distributes, and/or disseminates information about Transcentra's remote deposit solution to third parties, such as customers of Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, through its [www.transcentra.com](http://www.transcentra.com) website. Transcentra has had notice of the '071 Patent no later than the filing of this Complaint. Accordingly, Transcentra is liable for infringement of the '430 Patent pursuant to 35 U.S.C. § 271(c).

41. Third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, directly infringe the '071 Patent by using Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, which are manufactured, marketed, and/or sold by Transcentra to function in a manner that practices the invention claimed in the '071 Patent.

42. Transcentra is aware that such third parties thereby directly infringe the '071 Patent.

43. The activities of Transcentra have been without an express or implied license from PPS Data.

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

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

46. Transcentra's continued infringement subsequent to notice of the '071 Patent is willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys fees and costs.

**VII. FOURTH CAUSE OF ACTION – INFRINGEMENT OF U.S. PATENT NO. 8,126,809**

47. PPS Data repeats and re-alleges the allegations of paragraphs 1 through 46 of the Complaint as if fully set forth herein.

48. Transcentra has been and now is directly infringing the '809 Patent in this judicial district, and elsewhere in the United States. Infringements by Transcentra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, a method and system for processing financial instrument deposits physically remote from a financial institution, including at least Transcentra remote deposit solutions incorporating the patented invention that is described and claimed in the '809 Patent. Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, enable Transcentra's customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, and all like systems and methods that are covered by one or more claims of the '809 Patent, Transcentra is thus liable for infringement of the '809 Patent pursuant to 35 U.S.C. § 271(a).

49. Transcentra is actively and knowingly inducing infringement of the '809 Patent in this judicial district, and elsewhere in the United States. Transcentra has had notice of the '809 Patent since no later than the filing of this Complaint. In connection with Transcentra's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, Transcentra has caused third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, to practice the inventions claimed in the '809 Patent since at least the filing of this Complaint. Upon information and belief, Transcentra has known since at least the filing of this Complaint that its customers' use of Transcentra's remote deposit solutions, including without

limitation Transcentra's TMS, RDC, and ICL systems, constitutes infringement of the '809 Patent. Therefore, Transcentra is acting or has acted with knowledge that the induced acts constitute patent infringement, and Transcentra intends or has intended to cause patent infringement. Accordingly, Transcentra is liable for infringement of the '809 Patent pursuant to 35 U.S.C. § 271(b).

50. Transcentra is contributing to the infringement by others of the '809 Patent in this judicial district, and elsewhere in the United States, by making, using, offering for sale, and selling the Transcentra remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, which are a material part of practicing the invention claimed in the '809 Patent. Upon information and belief, Transcentra has acted with the knowledge that its remote deposit solutions are especially made or adapted for processing financial instrument deposits physically remote from a financial institution, as claimed by the '809 Patent, and for that same reason, its remote deposit solutions are not a staple article or commodity of commerce suitable for substantial noninfringing use. Transcentra advertises, markets, sells, distributes, and/or disseminates information about Transcentra's remote deposit solution to third parties, such as customers of Transcentra's remote deposit solutions, including without limitation the TMS, RDC, and ICL systems, through its [www.transcentra.com](http://www.transcentra.com) website. Transcentra has had notice of the '809 Patent no later than the filing of this Complaint. Accordingly, Transcentra is liable for infringement of the '809 Patent pursuant to 35 U.S.C. § 271(c).

51. Third parties, such as customers of Transcentra's remote deposit solutions, including without limitation Transcentra's TMS, RDC, and ICL systems, directly infringe the '809 Patent by using Transcentra's remote deposit solutions, including without limitation

Transcentra's TMS, RDC, and ICL systems, which are manufactured, marketed, and/or sold by Transcentra to function in a manner that practices the invention claimed in the '809 Patent.

52. Transcentra is aware that such third parties thereby directly infringe the '809 Patent.

53. The activities of Transcentra have been without an express or implied license from PPS Data.

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

55. As a result of Transcentra's infringement of the '809 Patent, PPS Data is entitled to recover from Transcentra the damages sustained by PPS Data as a result of Transcentra's wrongful acts in an amount subject to proof at trial.

56. Transcentra's continued infringement subsequent to notice of the '809 Patent is willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys fees and costs.

### **VIII. PRAYER FOR RELIEF**

WHEREFORE, PPS Data respectfully requests that this court enter:

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

b. A temporary, preliminary, and permanent injunction enjoining Transcentra and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries,

parents and all others acting in concert therewith from infringement, including directly or indirectly infringing, or inducing or contributing to the infringement by others of the asserted patents;

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

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

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

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

#### **IX. 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.



Respectfully submitted,

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*Counsel for Plaintiff PPS Data, LLC*