

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

<p>PPS DATA, LLC,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>JACK HENRY & ASSOCIATES, INC.</p> <p style="text-align: right;">Defendant.</p>	<p>Civil Action No.:</p> <p style="text-align: center;">JURY TRIAL DEMANDED</p>
---	--

COMPLAINT FOR PATENT INFRINGEMENT

PPS DATA, LLC (“PPS Data”) files this Complaint against Jack Henry & Associates, Inc. (“JHA”) and alleges as follows:

I. THE PARTIES

1. PPS Data, LLC is a Nevada limited liability company having its principal place of business at 5241 South State Street, Murray, Utah 84107.

2. Jack Henry & Associates, Inc. (“JHA”) is a Delaware Corporation having a place of business at 663 Highway 60, Monett, Missouri 65708. JHA does business in Texas and in the Eastern District of Texas. The registered agent listed for JHA in Texas is LexisNexis Document Solutions, 701 Brazos St., Suite 1050, Austin, TX 78701.

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, §§ 271 and 281, et seq. 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 JHA is proper in this Court and judicial district pursuant to 28 U.S.C. § 1391 because Defendant has sufficient minimum contacts with this State by engaging in activities giving rise to these claims for patent infringement that were and are directed at this judicial district. Personal jurisdiction also exists specifically over JHA because JHA's conduct in making, using, selling, offering to sell, and/or importing, directly, contributorily, and/or by inducement, infringing systems, products and/or services in this District in violation of 35 U.S.C. § 271 as set forth in this Complaint.

5. Venue is proper in this District under 28 U.S.C. §§ 1391(b)-(d) and 1400(b) because JHA has committed acts of patent infringement in this District, and has a regular and established place of business in this District. Specifically, JHA maintains an office at 1021 S Central Expy, Allen, TX 75013, and provides products and services, including engaging in activities that gives rise to these claims for patent infringement in the Eastern District of Texas. JHA has committed acts of infringement in this District by making, suing, selling, offering to sell, and/or importing, directly, contributorily, and/or by inducement, infringing systems, products and/or services in this District in violation of 35 U.S.C. § 271 as set forth in this Complaint. Further, JHA's customer, American State Bank, has committed acts of infringement in this District by using, selling, and/or offering to sell infringing systems, products and/or services.

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, clearing

and other remote deposit capture 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. United States 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 on February 20, 2007. A true and correct copy of the ‘430 Patent is attached hereto as Exhibit A.

8. United States Patent No. 7,216,106, entitled “Method and System for Processing Financial Instrument Deposits Physically Remote From a Financial Institution” (hereinafter “the ‘106 Patent”), was duly and legally issued on May 8, 2007. A true and correct copy of the ‘106 Patent is attached hereto as Exhibit B.

9. United States 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 on October 21, 2008. A true and correct copy of the ‘924 Patent is attached hereto as Exhibit C.

10. United States 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 on November 24, 2009. A true and correct copy of the ‘071 Patent is attached hereto as Exhibit D.

11. United States Patent No. 8,660,956, entitled “Method and System for Processing Financial Instrument Deposits Physically Remote From a Financial Institution” (hereinafter “the ‘956 Patent”), was duly and legally issued on February 25, 2014. A true and correct copy of the ‘956 Patent is attached hereto as Exhibit E.

12. PPS Data is the owner of the entire right, title, and interest in and to the ‘430, ‘106, ‘924, ‘071 and ‘956 Patents, including the right to sue for past and present infringements thereof.

13. JHA designs, manufactures, and markets software, products and services to facilitate remote deposit capture, deposit processing and remote deposit solutions (collectively “JHA RDC solutions”). JHA RDC solutions include JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan.

14. JHA and its customers and distribution partners advertise, market, support, maintain, distribute, provide and/or disseminate instructions for the use of JHA RDC solutions, including JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan.

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

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

16. Defendant has been and now is directly infringing the ‘430 Patent in this judicial district, and elsewhere in the United States. Defendant’s infringements 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the ‘430 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan,

enable Defendant's customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '430 Patent, Defendant is, therefore, liable for infringement of the '430 Patent pursuant to 35 U.S.C. § 271(a).

17. JHA has been and now is directly infringing the '430 Patent in this judicial district, and elsewhere in the United States. Infringements by JHA 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '430 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '430 Patent, JHA is, therefore, liable for infringement of the '430 Patent pursuant to 35 U.S.C. § 271(a).

18. JHA is actively and knowingly inducing infringement of the '430 Patent in this judicial district, and elsewhere in the United States. JHA has had notice of the '430 Patent since

no later than the filing of this Complaint. In connection with JHA's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, JHA has caused third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, to practice the inventions claimed in the '430 Patent since at least the filing of this Complaint. Upon information and belief, JHA has known since at least the filing of this Complaint that its customers' use of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, constitutes infringement of the '430 Patent. Therefore, JHA is acting or has acted with knowledge that the induced acts constitute patent infringement, and JHA intends or has intended to cause patent infringement. Accordingly, JHA is liable for infringement of the '430 Patent pursuant to 35 U.S.C. § 271(b).

19. JHA 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 JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are a material part of practicing the inventions claimed in the '430 Patent. Upon information and belief, JHA 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. JHA advertises, markets, sells, distributes, and/or disseminates information about JHA's remote deposit solution to third parties, such as customers of JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, through its website. JHA has had notice of the '430 Patent no later than the filing of this Complaint. Accordingly, JHA is liable for infringement of the '430 Patent pursuant to 35 U.S.C. § 271(c).

20. Third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, directly infringe the '430 Patent by using JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are manufactured, marketed, and/or sold by JHA to function in a manner that practices the inventions claimed in the '430 Patent.

21. JHA is aware that such third parties thereby directly infringe the '430 Patent.

22. The activities of JHA have been without an express or implied license from PPS Data.

23. JHA'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.

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

25. JHA'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

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

27. Defendant has been and now is directly infringing the '924 Patent in this judicial district, and elsewhere in the United States. Defendant's infringements 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '924 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '924 Patent, Defendantis, therefore, liable for infringement of the '924 Patent pursuant to 35 U.S.C. § 271(a).

28. JHA has been and now is directly infringing the '924 Patent in this judicial district, and elsewhere in the United States. Infringements by JHA 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '924 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '924 Patent, JHA is, therefore, liable for infringement of the '924 Patent pursuant to 35 U.S.C. § 271(a).

29. JHA is actively and knowingly inducing infringement of the '924 Patent in this judicial district, and elsewhere in the United States. JHA has had notice of the '924 Patent since no later than the filing of this Complaint. In connection with JHA's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, JHA has caused third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, to practice the inventions

claimed in the '924 Patent since at least the filing of this Complaint. Upon information and belief, JHA has known since at least the filing of this Complaint that its customers' use of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, constitutes infringement of the '924 Patent. Therefore, JHA is acting or has acted with knowledge that the induced acts constitute patent infringement, and JHA intends or has intended to cause patent infringement. Accordingly, JHA is liable for infringement of the '924 Patent pursuant to 35 U.S.C. § 271(b).

30. JHA 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 JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are a material part of practicing the inventions claimed in the '924 Patent. Upon information and belief, JHA 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. JHA advertises, markets, sells, distributes, and/or disseminates information about JHA's remote deposit solution to third parties, such as customers of JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, through its website. JHA has had notice of the '924 Patent no later than the filing of this

Complaint. Accordingly, JHA is liable for infringement of the '924 Patent pursuant to 35 U.S.C. § 271(c).

31. Third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, directly infringe the '924 Patent by using JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are manufactured, marketed, and/or sold by JHA to function in a manner that practices the invention claimed in the '924 Patent.

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

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

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

36. JHA'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. Defendant has been and now is directly infringing the '071 Patent in this judicial district, and elsewhere in the United States. Defendant's infringements 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '071 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '071 Patent, Defendant is, therefore, liable for infringement of the '071 Patent pursuant to 35 U.S.C. § 271(a).

39. JHA has been and now is directly infringing the '071 Patent in this judicial district, and elsewhere in the United States. Infringements by JHA 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '071 Patent. JHA RDC solutions,

including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '071 Patent, JHA is, therefore, liable for infringement of the '071 Patent pursuant to 35 U.S.C. § 271(a).

40. JHA is actively and knowingly inducing infringement of the '071 Patent in this judicial district, and elsewhere in the United States. JHA has had notice of the '071 Patent since no later than the filing of this Complaint. In connection with JHA's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, JHA has caused third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, to practice the inventions claimed in the '071 Patent since at least the filing of this Complaint. Upon information and belief, JHA has known since at least the filing of this Complaint that its customers' use of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, constitutes infringement of the '071 Patent. Therefore, JHA is acting or has acted with knowledge that the induced acts constitute patent infringement, and JHA intends or has intended

to cause patent infringement. Accordingly, JHA is liable for infringement of the '071 Patent pursuant to 35 U.S.C. § 271(b).

41. JHA 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 JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are a material part of practicing the inventions claimed in the '071 Patent. Upon information and belief, JHA 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. JHA advertises, markets, sells, distributes, and/or disseminates information about JHA's remote deposit solution to third parties, such as customers of JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, through its website. JHA has had notice of the '071 Patent no later than the filing of this Complaint. Accordingly, JHA is liable for infringement of the '071 Patent pursuant to 35 U.S.C. § 271(c).

42. Third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, directly infringe the '071 Patent by using JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and

Remote Deposit Scan systems, which are manufactured, marketed, and/or sold by JHA to function in a manner that practices the invention claimed in the '071 Patent.

43. JHA is aware that such third parties thereby directly infringe the '071 Patent.

44. The activities of JHA have been without an express or implied license from PPS Data.

45. JHA'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.

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

47. JHA'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. 7,216,106

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

49. Defendant has been and now is directly infringing the '106 Patent in this judicial district, and elsewhere in the United States. Defendant's infringements 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 JHA RDC solutions

incorporating the patented inventions that are described and claimed in the '106 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '106 Patent, Defendants, therefore, liable for infringement of the '106 Patent pursuant to 35 U.S.C. § 271(a).

50. JHA has been and now is directly infringing the '106 Patent in this judicial district, and elsewhere in the United States. Infringements by JHA 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '106 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems,

and all like systems and methods that are covered by one or more claims of the '106 Patent, JHA is, therefore, liable for infringement of the '106 Patent pursuant to 35 U.S.C. § 271(a).

51. JHA is actively and knowingly inducing infringement of the '106 Patent in this judicial district, and elsewhere in the United States. JHA has had notice of the '106 Patent since no later than the filing of this Complaint. In connection with JHA's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, JHA has caused third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, to practice the inventions claimed in the '106 Patent since at least the filing of this Complaint. Upon information and belief, JHA has known since at least the filing of this Complaint that its customers' use of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, constitutes infringement of the '106 Patent. Therefore, JHA is acting or has acted with knowledge that the induced acts constitute patent infringement, and JHA intends or has intended to cause patent infringement. Accordingly, JHA is liable for infringement of the '106 Patent pursuant to 35 U.S.C. § 271(b).

52. JHA is contributing to the infringement by others of the '106 Patent in this judicial district, and elsewhere in the United States, by making, using, offering for sale, and selling the JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and

Remote Deposit Scan systems, which are a material part of practicing the inventions claimed in the '106 Patent. Upon information and belief, JHA 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 '106 Patent, and for that same reason, its remote deposit solutions are not a staple article or commodity of commerce suitable for substantial noninfringing use. JHA advertises, markets, sells, distributes, and/or disseminates information about JHA's remote deposit solution to third parties, such as customers of JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, through its website. JHA has had notice of the '106 Patent no later than the filing of this Complaint. Accordingly, JHA is liable for infringement of the '106 Patent pursuant to 35 U.S.C. § 271(c).

53. Third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, directly infringe the '106 Patent by using JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are manufactured, marketed, and/or sold by JHA to function in a manner that practices the invention claimed in the '106 Patent.

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

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

56. JHA's infringement of PPS Data's exclusive rights under the '106 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.

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

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

VIII. FIFTH CAUSE OF ACTION – INFRINGEMENT OF U.S. PATENT NO. 8,660,956

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

60. Defendant has been and now is directly infringing the '956 Patent in this judicial district, and elsewhere in the United States. Defendant's infringement 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '956 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC

solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '956 Patent, Defendantis, therefore, liable for infringement of the '956 Patent pursuant to 35 U.S.C. § 271(a).

61. JHA has been and now is directly infringing the '956 Patent in this judicial district, and elsewhere in the United States. Infringements by JHA 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 JHA RDC solutions incorporating the patented inventions that are described and claimed in the '956 Patent. JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan, enable JHA customers to process financial instrument deposits physically remote from a financial institution. By making, using, importing, offering for sale, and/or selling JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, and all like systems and methods that are covered by one or more claims of the '956 Patent, JHA is, therefore, liable for infringement of the '956 Patent pursuant to 35 U.S.C. § 271(a).

62. JHA is actively and knowingly inducing infringement of the '956 Patent in this judicial district, and elsewhere in the United States. JHA has had notice of the '956 Patent since no later than the filing of this Complaint. In connection with JHA's advertising, marketing, sales, distribution, product manuals, and information dissemination concerning JHA RDC solutions,

including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, JHA has caused third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, to practice the inventions claimed in the '956 Patent since at least the filing of this Complaint. Upon information and belief, JHA has known since at least the filing of this Complaint that its customers' use of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, constitutes infringement of the '956 Patent. Therefore, JHA is acting or has acted with knowledge that the induced acts constitute patent infringement, and JHA intends or has intended to cause patent infringement. Accordingly, JHA is liable for infringement of the '956 Patent pursuant to 35 U.S.C. § 271(b).

63. JHA is contributing to the infringement by others of the '956 Patent in this judicial district, and elsewhere in the United States, by making, using, offering for sale, and selling the JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are a material part of practicing the inventions claimed in the '956 Patent. Upon information and belief, JHA 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 '956 Patent, and for that same reason, its remote deposit solutions are not a staple article or commodity of commerce suitable for substantial noninfringing use. JHA advertises, markets, sells, distributes, and/or disseminates

information about JHA's remote deposit solution to third parties, such as customers of JHA RDC solutions, including without limitation the JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, through its website. JHA has had notice of the '956 Patent no later than the filing of this Complaint. Accordingly, JHA is liable for infringement of the '956 Patent pursuant to 35 U.S.C. § 271(c).

64. Third parties, such as customers of JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, directly infringe the '956 Patent by using JHA RDC solutions, including without limitation JHA mRDC, Remote Deposit Anywhere, Remote Deposit Complete, Remote Deposit Express, Remote Deposit Now, and Remote Deposit Scan systems, which are manufactured, marketed, and/or sold by JHA to function in a manner that practices the invention claimed in the '956 Patent.

65. JHA is aware that such third parties thereby directly infringe the '956 Patent.

66. The activities of JHA have been without an express or implied license from PPS Data.

67. JHA's infringement of PPS Data's exclusive rights under the '956 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.

68. As a result of JHA's infringement of the '956 Patent, PPS Data is entitled to recover from JHA the damages sustained by PPS Data as a result of JHA's wrongful acts in an amount subject to proof at trial.

69. JHA's continued infringement subsequent to notice of the '956 Patent is willful and deliberate, entitling PPS Data to enhanced damages and reasonable attorneys' fees and costs.

IX. PRAYER FOR RELIEF

WHEREFORE, PPS Data respectfully requests that this court enter:

- a. A judgment in favor of Plaintiff PPS Data that Defendant has infringed the asserted patents;
- b. A temporary, preliminary, and permanent injunction enjoining Defendant and its 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 Defendant to pay PPS Data its damages, costs, expenses and prejudgment and post-judgment interest for their 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 Defendant'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.

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: January 10, 2018

By: /s/ Jon B. Hyland

Jon B. Hyland
Bar No. 24046131
BARNES & THORNBURG LLP
2100 McKinney Avenue, Suite 1250
Dallas, Texas 75201
Telephone: (214) 258-4200
jon.hyland@btlaw.com

Anthony H. Son
BARNES & THORNBURG LLP
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402
Telephone: (612) 333-2111
ason@btlaw.com

*Attorneys for Plaintiff
PPS Data, LLC*