

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JSA TECHNOLOGIES, INC.,)	
)	C.A. No. _____
Plaintiff,)	
)	
v.)	JURY TRIAL DEMANDED
)	
DATA FUTURES, INC.)	
)	
Defendant.)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff JSA Technologies, Inc. ("JSA"), for its complaint against Defendant Data Futures, Inc. ("Data Futures"), alleges and states as follows:

THE PARTIES

1. JSA is a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 201 Main Street, Suite 1320, Fort Worth, Texas 76102. JSA is a leading software development company that pioneered online deposit functionality for student account systems offered by universities and colleges. JSA provides campuses with patented web-access solutions for their account systems, such as its StudentLink, and Transaction Gateway products, which allow anyone with access to the Internet to deposit money into an account linked with a student. With its MerchantLink offering, JSA enables students to make purchases with local merchants and pay with their student account. Since 1998, JSA has served nearly 100 clients throughout North America, including colleges, universities, and a number of corporate clients.

2. Data Futures is a corporation organized and existing under the laws of the Kentucky, and having its principal place of business in Harlan, Kentucky.

JURISDICTION AND VENUE

3. JSA brings this action pursuant to the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.* Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §§ 1331(federal question jurisdiction) and 1338(a) (original jurisdiction under patent laws).

4. Personal jurisdiction over Defendant Data Futures is proper and comports with the United States Constitution and Section 3104 of the Delaware Code because, on information and belief, Data Futures has committed acts of patent infringement in the United States, including within the State of Delaware, such that it has purposefully availed itself of the privilege of conducting activities within this District, including but not limited to directing sales and marketing of the accused offerings described herein to Delaware schools. In particular, on information and belief, Data Futures' activities in this regard have taken place at least in connection with implementing the accused offerings in computer systems of schools that participate in the Schools Interoperability Framework Association, of which the State of Delaware is a member and participant.

5. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) and (c) (general venue statute) and 28 U.S.C. §1400(b) (venue for patent infringement claims).

PATENT IN SUIT

6. On November 8, 2005, U.S. Patent No. 6,963,857 (the "Johnson '857 patent"), entitled "Network-Accessible Account System," duly and legally issued with David M. Johnson, the founder and President of JSA, named as the inventor. A true and correct copy of the Johnson '857 patent is attached as Exhibit A.

7. JSA is the owner by assignment of all legal rights, title, and interests in and to the Johnson '857 patent, including the right to bring this suit for damages and injunctive relief for infringement thereof.

COUNT I

(Patent Infringement)

8. JSA incorporates by reference paragraphs 1 - 7 above as though fully set forth herein.

9. Data Futures is a supplier of cafeteria management systems for the kindergarten through high school markets. One of Data Futures' offerings is the LunchBox K-12 products and services ("LunchBox"). According to the LunchBox website, available at www.lunchbox-k12.com/Pages/SiteManager.html, LunchBox is a single software program that includes a school's entire student data base and inventory, operates a school's point of service (e.g. lunch room), automates every daily manager task, and stores all recipes. A true and correct copy of the LunchBox web page is attached hereto as Exhibit B.

11. The LunchBox web site also specifies that the software provides parents of school children instant, real-time access to the student's buying history, and the tools to make real-time deposits via the Internet. Prior versions of Data Futures' LunchBox web site included a detailed explanation that the "Internet Deposit" feature "delivers funds to student accounts conveniently and securely within 3 minutes." The Internet Deposit feature, moreover, was described as "a key component of the complete school food service software solution offered by LunchBox." True and correct archived pages from the previous version of the LunchBox website are attached hereto as Exhibit C.

12. On information and belief, Data Futures has shown a willful and reckless disregard for JSA's patent rights. After being provided actual notice of the Johnson '857 patent, Data Futures denied having any functionality to allow a user to deposit funds into an account over the Internet. As shown in the web pages attached to this Complaint as Exhibit C, however, Data Futures had earlier touted the Internet Deposit feature of the LunchBox software as "a key component of the complete school food service software solution offered by LunchBox." On information and belief, Data Futures sought to hide this from JSA, believing that the prior version of its web site would be inaccessible to JSA. When provided and confronted with the archived web pages attached at Exhibit C, Data Futures did not deny their authenticity or the truth of the statements contained in them.

13. On information and belief, Data Futures has willfully infringed and continues to willfully infringe claims of the Johnson '857 patent, in this judicial district and elsewhere in the United States, by making, using, importing, offering for sale, and/or selling products and/or services as claimed in the Johnson '857 patent, including without limitation its LunchBox products and/or services, and/or are inducing or contributing to such infringement in violation of 35 U.S.C. § 271.

14. Upon information and belief, Defendant has had constructive notice of the Johnson '857 patent due to JSA's systematic and continuous marking of patented websites with U.S. Patent No. 6,963,857, and has had actual notice of the patent since late September 2007.

15. JSA has been damaged as a result of the above-referenced infringement of the Johnson '857 patent in an amount to be determined at trial, and has suffered and will continue to suffer irreparable injury unless Defendant is enjoined from infringing the Johnson '857 patent.

WHEREFORE, JSA Technologies, Inc. prays for the following relief:

- a. A judgment that Defendant Data Futures has infringed the Johnson '857 patent by making, using, importing, offering for sale and/or selling infringing products and/or services, including the LunchBox offerings;
- b. A declaration that the manufacture, use, import, offer for sale and/or sale of the LunchBox offerings infringe the Johnson '857 patent;
- c. A preliminary and permanent injunction enjoining and restraining Data Futures and, its officers, directors, employees, agents, assigns, servants, subsidiaries, affiliates, and any other person in active concert or participation with any of them, from further acts of infringement, contributory infringement and active inducement of infringement of the Johnson '857 patent, including but not limited to exploiting, manufacturing, importing, exporting, advertising, offering for sale, selling, distributing, moving, shipping, sampling, or promoting any infringing products, including without limitation the accused LunchBox offerings;
- d. An accounting and award of damages against Data Futures for any and all damages allowable by law, including but not limited to (a) monetary damages sustained by JSA as a result of Data Futures' acts of infringement, contributory infringement and/or active inducement of infringement, (b) treble damages pursuant to 35 U.S.C. § 284, (c) a multiple of Data Futures' profits, (d) statutory damages, (e) costs and prejudgment interest, (f) attorney's fees, and (g) punitive damages;
- e. A finding that this is an exceptional case and an order awarding reasonable attorneys fees to JSA under 35 U.S.C. § 285; and
- f. Any and all such other and further relief as this Court may deem appropriate.

JURY DEMAND


Plaintiff JSA hereby demands trial by jury on all issues triable to a jury.

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