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YODLEE, INC.  
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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 (San Francisco Division)  
11

12 YODLEE, INC.,

13 Plaintiff,

14 v.

15 CASHEDGE INC.

16  
17 Defendants.  
18

Case No.

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

19 For its Complaint against Defendant CashEdge Inc. (“CashEdge”), Plaintiff Yodlee, Inc.  
20 (“Yodlee”) alleges as follows:

21 **THE PARTIES**

22 1. Yodlee is a corporation organized and existing under the laws of the State of Delaware  
23 having its principal place of business at 3600 Bridge Parkway, Suite 200, Redwood City, California  
24 94065-1170.

25 2. Upon information and belief, CashEdge Inc. is a corporation organized and existing  
26 under the laws of the State of Delaware having its principal place of business at 104 Fifth Avenue,  
27 New York, NY 10011 and another office at 692 Tasman Drive, Milpitas, CA 95035.  
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**JURISDICTION AND VENUE**

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2 3. This is an action for patent infringement arising under the patent laws of the United  
3 States, Title 35, United States Code. This Court has jurisdiction over the causes of action stated  
4 herein pursuant to 35 U.S.C. § 101 et seq. and 28 U.S.C. §§ 1331 and 1338(a).

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

6 **THE PATENTS**

7 5. Yodlee is the owner of all right, title, and interest in and to United States Patent  
8 No. 6,567,850 (the “’850 patent”), entitled “System and Method for Determining Revenue From an  
9 Intermediary Derived From Servicing Data Requests,” which was duly and legally issued by the  
10 United States Patent and Trademark Office on May 20, 2003. A copy of the ’850 patent is attached  
11 hereto as Exhibit A.

12 6. Yodlee is the owner of all right, title, and interest in and to United States Patent  
13 No. 6,317,783 (the “’783 patent”), entitled “Apparatus and Methods for Automated Aggregation  
14 and Delivery of and Transactions Involving Electronic Personal Information or Data,” which was  
15 duly and legally issued by the United States Patent and Trademark Office on November 13, 2001.  
16 A copy of the ’783 patent is attached hereto as Exhibit B.

17 7. Yodlee is the owner of all right, title, and interest in and to United States Patent  
18 No. ,199,077 (the “’077 patent”), entitled “Server-Side Web Summary Generation and  
19 Presentation,” which was duly and legally issued by the United States Patent and Trademark Office  
20 on March 6, 2001. A copy of the ’077 patent is attached hereto as Exhibit C.

21 8. Yodlee is the owner of all right, title, and interest in and to United States Patent No.  
22 6,633,910 (the “’910 patent”), entitled “Method and Apparatus for Enabling Real Time Monitoring  
23 and Notification of Data Updates for Web-Based Data Synchronization Services,” which was duly  
24 and legally issued by the United States Patent and Trademark Office on October 14, 2003. A copy  
25 of the ’910 patent is attached hereto as Exhibit D.

26 9. Yodlee is the owner of all right, title, and interest in and to United States Patent  
27 No. 6,510,451 (the “’451 patent”), entitled “System for Completing a Multi-Component Task  
28 Initiated by a Client Involving Web Sites Without Requiring Interaction from the Client,” which

1 was duly and legally issued by the United States Patent and Trademark Office on January 21, 2003.  
2 A copy of the '451 patent is attached hereto as Exhibit E.

3 10. Yodlee is the owner of all right, title, and interest in and to United States Patent  
4 No. 6,802,042 (the "'042 patent"), entitled "Method and Apparatus for Providing Calculated and  
5 Solution-Oriented Personalized Summary Reports to a User Through a Single User-Interface  
6 System for Completing a Multi-Component Task Initiated by a Client Involving Web Sites Without  
7 Requiring Interaction from the Client," which was duly and legally issued by the United States  
8 Patent and Trademark Office on October 5, 2004. A copy of the '042 patent is attached hereto as  
9 Exhibit F.

10 **COUNT ONE: INFRINGEMENT OF THE '850 PATENT**

11 11. Yodlee incorporates by reference and realleges paragraphs 1 through 10 above as if  
12 fully set forth herein.

13 12. CashEdge has infringed and continues to infringe one or more claims of the '850  
14 patent by making, using, offering for sale, and selling in the United States data aggregation products  
15 and services, as well as applications and solutions that utilize data aggregation techniques, that  
16 embody the claimed inventions of the '850 patent, including but not limited to CashEdge's  
17 Advanced Account Aggregation, Online Money Movement, Advisor Suite solutions and  
18 corresponding products in CashEdge's Bank, Credit Union and Wealth Management Suites.

19 13. CashEdge has induced and continues to induce others to infringe, and/or has  
20 committed and continue to commit acts of contributory infringement of one or more claims of the  
21 '850 patent.

22 14. On information and belief, CashEdge has had and continues to have knowledge of  
23 the '850 patent.

24 15. On information and belief, CashEdge's acts of infringement as set forth in the  
25 previous paragraphs have been willful and in reckless disregard of Yodlee's patent rights.

26 16. As a result of CashEdge's infringement, Yodlee has suffered monetary damages in  
27 an amount not yet determined, and will continue to suffer damages in the future unless CashEdge's  
28 infringing activities are enjoined by this Court.

1 17. Yodlee is entitled to damages adequate to compensate for the infringement, but in no  
2 event less than a reasonable royalty for the use made of the inventions by CashEdge.

3 18. Unless preliminary and permanent injunctions are issued enjoining CashEdge, its  
4 agents, servants, employees, attorneys, representatives, and all others acting on its behalf from  
5 infringing the '850 patent, Yodlee will be greatly and irreparably harmed.

6 **COUNT TWO: INFRINGEMENT OF THE '783 PATENT**

7 19. Yodlee incorporates by reference and realleges paragraphs 1 through 10 above as if  
8 fully set forth herein.

9 20. CashEdge has infringed and continues to infringe one or more claims of the '783  
10 patent by making, using, offering for sale, and selling in the United States data aggregation products  
11 and services, as well as applications and solutions that utilize data aggregation techniques, that  
12 embody the claimed inventions of the '783 patent, including but not limited to CashEdge's  
13 Advanced Account Aggregation, Online Money Movement, Advisor Suite solutions and  
14 corresponding products in CashEdge's Bank, Credit Union and Wealth Management Suites.

15 21. CashEdge has induced and continues to induce others to infringe, and/or has  
16 committed and continue to commit acts of contributory infringement of one or more claims of the  
17 '783 patent.

18 22. On information and belief, CashEdge has had and continues to have knowledge of  
19 the '783 patent.

20 23. Upon information and belief, CashEdge's acts of infringement as set forth in the  
21 previous paragraphs have been willful and in reckless disregard of Yodlee's patent rights.

22 24. As a result of CashEdge's infringement, Yodlee has suffered monetary damages in  
23 an amount not yet determined, and will continue to suffer damages in the future unless CashEdge's  
24 infringing activities are enjoined by this Court.

25 25. Yodlee is entitled to damages adequate to compensate for the infringement, but in no  
26 event less than a reasonable royalty for the use made of the inventions by CashEdge.

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1 26. Unless preliminary and permanent injunctions are issued enjoining CashEdge, its  
2 agents, servants, employees, attorneys, representatives, and all others acting on its behalf from  
3 infringing the '783 patent, Yodlee will be greatly and irreparably harmed.

4 **COUNT THREE: INFRINGEMENT OF THE '077 PATENT**

5 27. Yodlee incorporates by reference and realleges paragraphs 1 through 10 above as if  
6 fully set forth herein.

7 28. CashEdge has infringed and continues to infringe one or more claims of the '077  
8 patent by making, using, offering for sale, and selling in the United States data aggregation products  
9 and services, as well as applications and solutions that utilize data aggregation techniques, that  
10 embody the claimed inventions of the '077 patent, including but not limited to CashEdge's  
11 Advanced Account Aggregation, Online Money Movement, Advisor Suite solutions and  
12 corresponding products in CashEdge's Bank, Credit Union and Wealth Management Suites.

13 29. CashEdge has induced and continues to induce others to infringe, and/or has  
14 committed and continue to commit acts of contributory infringement of one or more claims of the  
15 '077 patent.

16 30. On information and belief, CashEdge has had and continues to have knowledge of  
17 the '077 patent.

18 31. On information and belief, CashEdge's acts of infringement as set forth in the  
19 previous paragraphs have been willful and in reckless disregard of Yodlee's patent rights.

20 32. As a result of CashEdge's infringement, Yodlee has suffered monetary damages in  
21 an amount not yet determined, and will continue to suffer damages in the future unless CashEdge's  
22 infringing activities are enjoined by this Court.

23 33. Yodlee is entitled to damages adequate to compensate for the infringement, but in no  
24 event less than a reasonable royalty for the use made of the inventions by CashEdge.

25 34. Unless preliminary and permanent injunctions are issued enjoining CashEdge, its  
26 agents, servants, employees, attorneys, representatives, and all others acting on its behalf from  
27 infringing the '077 patent, Yodlee will be greatly and irreparably harmed.

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**COUNT FOUR: INFRINGEMENT OF THE '910 PATENT**

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2 35. Yodlee incorporates by reference and realleges paragraphs 1 through 10 above as if  
3 fully set forth herein.

4 36. CashEdge has infringed and continues to infringe one or more claims of the '910  
5 patent by making, using, offering for sale, and selling in the United States data aggregation products  
6 and services, as well as applications and solutions that utilize data aggregation techniques, that  
7 embody the claimed inventions of the '910 patent, including but not limited to CashEdge's  
8 Advanced Account Aggregation, Online Money Movement, Advisor Suite solutions and  
9 corresponding products in CashEdge's Bank, Credit Union and Wealth Management Suites.

10 37. CashEdge has induced and continues to induce others to infringe, and/or has  
11 committed and continue to commit acts of contributory infringement of one or more claims of the  
12 '910 patent.

13 38. On information and belief, CashEdge has had and continues to have knowledge of  
14 the '910 patent.

15 39. Upon information and belief, CashEdge's acts of infringement as set forth in the  
16 previous paragraphs have been willful and in reckless disregard of Yodlee's patent rights.

17 40. As a result of CashEdge's infringement, Yodlee has suffered monetary damages in  
18 an amount not yet determined, and will continue to suffer damages in the future unless CashEdge's  
19 infringing activities are enjoined by this Court.

20 41. Yodlee is entitled to damages adequate to compensate for the infringement, but in no  
21 event less than a reasonable royalty for the use made of the inventions by CashEdge.

22 42. Unless preliminary and permanent injunctions are issued enjoining CashEdge, its  
23 agents, servants, employees, attorneys, representatives, and all others acting on its behalf from  
24 infringing the '910 patent, Yodlee will be greatly and irreparably harmed.

25 **COUNT FIVE: INFRINGEMENT OF THE '451 PATENT**

26 43. Yodlee incorporates by reference and realleges paragraphs 1 through 10 above as if  
27 fully set forth herein.

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1 44. CashEdge has infringed and continues to infringe one or more claims of the '451  
2 patent by making, using, offering for sale, and selling in the United States data aggregation products  
3 and services, as well as applications and solutions that utilize data aggregation techniques, that  
4 embody the claimed inventions of the '451 patent, including but not limited to CashEdge's  
5 Advanced Account Aggregation, Online Money Movement, Advisor Suite solutions and  
6 corresponding products in CashEdge's Bank, Credit Union and Wealth Management Suites

7 45. CashEdge has induced and continues to induce others to infringe, and/or has  
8 committed and continue to commit acts of contributory infringement of one or more claims of the  
9 '451 patent.

10 46. On information and belief, CashEdge has had and continues to have knowledge of  
11 the '451 patent.

12 47. Upon information and belief, CashEdge's acts of infringement as set forth in the  
13 previous paragraphs have been willful and in reckless disregard of Yodlee's patent rights.

14 48. As a result of CashEdge's infringement, Yodlee has suffered monetary damages in  
15 an amount not yet determined, and will continue to suffer damages in the future unless CashEdge's  
16 infringing activities are enjoined by this Court.

17 49. Yodlee is entitled to damages adequate to compensate for the infringement, but in no  
18 event less than a reasonable royalty for the use made of the inventions by CashEdge.

19 50. Unless preliminary and permanent injunctions are issued enjoining CashEdge, its  
20 agents, servants, employees, attorneys, representatives, and all others acting on its behalf from  
21 infringing the '451 patent, Yodlee will be greatly and irreparably harmed.

22 **COUNT SIX: INFRINGEMENT OF THE '042 PATENT**

23 51. Yodlee incorporates by reference and realleges paragraphs 1 through 10 above as if  
24 fully set forth herein.

25 52. CashEdge has infringed and continues to infringe one or more claims of the '042  
26 patent by making, using, offering for sale, and selling in the United States data aggregation products  
27 and services, as well as applications and solutions that utilize data aggregation techniques, that  
28 embody the claimed inventions of the '042 patent, including but not limited to CashEdge's

1 Advanced Account Aggregation, Online Money Movement, Advisor Suite solutions and  
2 corresponding products in CashEdge's Bank, Credit Union and Wealth Management Suites.

3 53. CashEdge has induced and continues to induce others to infringe, and/or has  
4 committed and continue to commit acts of contributory infringement of one or more claims of the  
5 '451 patent.

6 54. On information and belief, CashEdge has had and continues to have knowledge of  
7 the '451 patent.

8 55. Upon information and belief, CashEdge's acts of infringement as set forth in the  
9 previous paragraphs have been willful and in reckless disregard of Yodlee's patent rights.

10 56. As a result of CashEdge's infringement, Yodlee has suffered monetary damages in  
11 an amount not yet determined, and will continue to suffer damages in the future unless CashEdge's  
12 infringing activities are enjoined by this Court.

13 57. Yodlee is entitled to damages adequate to compensate for the infringement, but in no  
14 event less than a reasonable royalty for the use made of the inventions by CashEdge.

15 58. Unless preliminary and permanent injunctions are issued enjoining CashEdge, its  
16 agents, servants, employees, attorneys, representatives, and all others acting on its behalf from  
17 infringing the '042 patent, Yodlee will be greatly and irreparably harmed.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Yodlee prays for judgment against CashEdge as follows:

20 (a) That CashEdge has infringed the '850 patent, the '783 patent, the '077 patent, the  
21 '910 patent, the '451 patent and the '042 patent;

22 (b) That CashEdge's infringement has been willful;

23 (c) Awarding Yodlee damages for CashEdge's infringement;

24 (d) Trebling the damages award for infringement because of the willful nature of the  
25 infringement in accordance with 35 U.S.C. § 284;

26 (e) Preliminarily and permanently enjoining CashEdge, its officers, agents, servants,  
27 employees, and attorneys, and all those persons in active concert or participation with it from  
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1 infringing the '850 patent, the '783 patent, the '077 patent, the '910 patent, the '451 patent, and the  
2 '042 patent;

3 (f) Declaring this an exceptional case under 35 U.S.C. § 285 and awarding Yodlee its  
4 costs, expenses and attorneys fees in this action; and

5 (g) Awarding Yodlee such further relief as this Court may deem proper.

6 **JURY DEMAND**

7 Yodlee hereby demands a trial by jury of all issues in this action.

8 Dated: April 14, 2005

FISH & RICHARDSON P.C.

9  
10 By: /s/

David M. Barkan

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12 Attorneys for Plaintiff  
YODLEE, INC.

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