

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

BLOCK FINANCIAL CORPORATION,)
)
Plaintiff,)
)
vs.)
)
YODLEE, INC.)
)
Defendant.)
)

NO. _____

Plaintiff Block Financial Corporation for its Complaint against Defendant Yodlee, Inc. avers as follows:

CIVIL COMPLAINT

PARTIES TO THIS CIVIL ACTION

1. Plaintiff Block Financial Corporation (hereinafter "Block Financial") is a Delaware corporation having its principal place of business at 4400 Main Street, Kansas City, Missouri 64111.
2. Upon information and belief, Defendant Yodlee, Inc. (hereinafter "Yodlee") is a Delaware corporation having a principal place of business at 3600 Bridge Parkway, Suite 200, Redwood City, California 94065-1170.

JURISDICTION & VENUE

3. This is a cause of action for patent infringement that arises under the patent laws of the United States, Title 35 of the United States Code.

4. Personal jurisdiction is proper under 28 U.S.C. § 1331, 1332 and 1338(a). This Court has personal jurisdiction over Yodlee at least by virtue of Yodlee's Internet business activities in this judicial district and elsewhere in the state of Missouri, by virtue of Yodlee's national advertisement in this judicial district and elsewhere in the state of Missouri, and by virtue of Yodlee's business service offerings to customers residing in this judicial district and elsewhere in the state of Missouri.

5. Venue in this district is proper under 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b) at least by virtue of Yodlee's Internet business activity within this judicial district and elsewhere throughout the state of Missouri, by virtue of Yodlee's national advertisement within this judicial district and elsewhere throughout the state of Missouri, and by virtue of Yodlee's business service offerings to customers residing in this judicial district and elsewhere in throughout the state of Missouri. For venue purposes, Yodlee "resides" in this judicial district.

STATEMENT OF CLAIM

6. The allegations of paragraphs 1-5 are incorporated as if fully set forth herein.

7. Block Financial is the owner of all right, title, and interest in and to United States Letters Patent No. 5,706,442 entitled "System for On-line Financial Services Using Distributed Objects" (hereinafter "the '442 patent"), which duly and legally issued to Block Financial on January 6, 1998, as assignee of the inventor. A copy of the '442 patent is fully incorporated and attached hereto as Exhibit "A".

8. Block Financial is the owner of all right, title, and interest in and to United States Letters Patent No. 6,131,115 entitled "System for On-line Financial Services Using Distributed Objects" (hereinafter "the '115 patent"), which duly and legally issued to Block Financial on October 10, 2000,

as assignee of the inventor. A copy of the '115 patent is fully incorporated and attached hereto as Exhibit "B".

9. Upon information and belief, Yodlee has been and is now infringing the '442 patent and the '115 patent: (1) by making, using, offering to sell, and/or selling within this judicial district and elsewhere in the United States a distributed financial services system which embodies the invention claimed in the '442 patent and the '115 patent; (2) by actively inducing others to infringe the '442 patent and the '115 patent; and/or (3) by contributing to the infringement of the '442 patent and the '115 patent.

10. All of Yodlee's activities are without authority or license from Block Financial.

11. On or about May 2001, a letter was sent to Mr. Anil Arora informing Yodlee of Block Financial's issued patents and offering Yodlee a license under the patents.

12. Mr. Jeffrey S. Standley from Standley & Gilcrest LLP initiated a telephone conference with Mr. Anil Arora, CEO of Yodlee on or about June 25, 2001 at 2:00pm EST. Mr. Standley explained the general nature of the technology of the '442 patent and the '115 patent and stated why Yodlee requires a license under the patents.

13. After reviewing Yodlee's U.S. Patent No. 6,199,077, reviewing U.S. Patent Application No. 2001/0000537 and reviewing Yodlee's web site, Standley & Gilcrest LLP sent Yodlee a letter dated October 15, 2001. The letter informed Yodlee of its need to take a license under the '442 patent and the '115 patent. A copy of the letter is attached hereto as Exhibit "C".

14. On December 7, 2001, a copy of the October 15, 2001 was forwarded via facsimile to Yodlee's legal counsel, Mr. Joseph Polverari. Copies of the memoranda to the file regarding the facsimiles are attached hereto as Exhibits "D" and "E."

15. Upon information and belief, Yodlee has been and will continue making, using, offering to sell, and/or selling a distributed financial service system that infringes the '442 patent and the '115 patent.

16. Upon information and belief, Yodlee's willful and deliberate infringement, contributory infringement, and/or active inducement of infringement of the '442 patent and the '115 patent will continue to injure Block Financial unless enjoined by this Court.

17. As a result of Yodlee's willful and deliberate infringement, this is an "exceptional case" within the meaning of 35 U.S.C. § 285.

18. As a result of said infringement by Yodlee, Block Financial has been damaged and will continue to be damaged in an amount to be determined at trial. Block Financial has also suffered and will continue to suffer irreparable harm unless this Court enjoins Yodlee's activities.

RELIEF

WHEREFORE, Block Financial demands judgment against Yodlee as follows:

- (a) A ruling that Yodlee has been and is infringing, contributing to the infringement of, and/or actively inducing infringement of the '442 patent and the '115 patent;
- (b) That the infringement, contributory infringement, and/or active inducement of infringement by Yodlee has been willful and deliberate;
- (c) That this is an "exceptional case" under 35 U.S.C. § 285;
- (d) Pursuant to 35 U.S.C. § 283, that Yodlee, its officers, directors, agents, assigns, and employees, and all others acting in concert or participation with them or under their authority be permanently enjoined from making, using, offering to sell, and selling infringing

systems and from otherwise infringing, contributing to infringement, and actively inducing infringement of the '442 patent and the '115 patent;

- (e) For an accounting of damages to Block Financial arising from Yodlee's acts of infringement, contributory infringement, and active inducement of infringement, including, but not limited to, a reasonable royalty to be paid by Yodlee as a result of Yodlee's infringing activities;
- (f) For an award to Block Financial of three times the actual damages and lost royalties so determined by the accounting, together with interest and costs as provided for under 35 U.S.C. § 284;
- (g) For the costs of this action together with Block Financial's attorneys' fees under 35 U.S.C. § 285; and

Such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

Block Financial demands a trial by jury of all issues triable by a jury in this case as a matter of right.

VERIFICATION

State of Missouri)
)
County of Jackson)

Bret G. Wilson, being first duly sworn under oath, presents that he is an officer of the plaintiff corporation in this action; that he knows the contents of the complaint; and that the information contained therein is true to the best of his knowledge and belief.

Signed original on file with the clerk's office

Bret G. Wilson
Vice-President, Block Financial Corporation

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2002.

Notary Public

My Commission Expires

Respectfully submitted,

BRYAN CAVE LLP

Dated: January 30, 2002

/s/ Mark W. Brennan

Mark W. Brennan (Missouri Bar No. 39117)
BRYAN CAVE LLP
3500 One Kansas City Place
1200 Main Street
Kansas City, MO 64105
Telephone: (816) 374-3200
Facsimile: (816) 374-3300
ATTORNEYS FOR PLAINTIFF BLOCK
FINANCIAL CORPORATION

Of Counsel:
Jeffrey S. Standley
Carol G. Stovsky
James L. Kwak
Cheryl S. Scotney
STANDLEY & GILCREST LLP
495 Metro Place South
Suite 210
Dublin, Ohio 43017-5319
Telephone: (614) 792-5555
Facsimile: (614) 792-5536