

I. THE PARTIES

1. Plaintiff LEON STAMBLER (“Stambler”) is an individual residing in Parkland, Florida.

2. Defendant INTUIT INC. is a Delaware corporation with its principal place of business in Mountain View, California. This Defendant may be served with process through its registered agent, The Prentice-Hall Corporation System, 211 E. 7th St., Ste. 620, Austin, TX 78701-3218.

3. Defendant AMERICAN AIRLINES FEDERAL CREDIT UNION is a federally chartered credit union with its principal place of business in Fort Worth, Texas. This Defendant may be served with process through its President and Chief Executive Officer, Angie Owens, AA Credit Union Headquarters, 4255 Amon Carter Blvd., Fort Worth, TX 76155.

4. Defendant A.N.B. HOLDING COMPANY, LTD. is a Texas limited partnership with its principal place of business in Terrell, Texas. This Defendant may be served with process through its registered agent, Riter C. Hulsey, 102 West Moore St., Terrell, TX 75160.

5. Defendant THE AMERICAN NATIONAL BANK OF TEXAS is a banking subsidiary of A.N.B. HOLDING COMPANY, LTD. chartered under the laws of the United States with its principal place of business in Terrell, Texas. This Defendant may be served with process through its President and Chief Executive Officer, Robert A. Hulsey, 102 W. Moore Ave., Terrell, TX 75160.

6. Defendant QUINLAN BANCSHARES, INC. is a Texas corporation with its principal place of business in Plano, Texas. This Defendant may be served with process through its registered agent, Mike McCain, 430 Hwy. 34 So., Quinlan, TX 75474.

7. Defendant BENCHMARK BANK is a banking subsidiary of QUINLAN BANCSHARES, INC. chartered under the laws of Texas with its principal place of business in

Plano, Texas. This Defendant may be served with process through its Chief Executive Officer, Michael A. Barnett, 5700 Legacy Drive, Ste. A10, Plano, TX 75024.

8. Defendant DISCOVER FINANCIAL SERVICES is a Delaware corporation with its principal place of business in Riverwoods, Illinois. This Defendant may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

9. Defendant DISCOVER BANK is a banking subsidiary of DISCOVER FINANCIAL SERVICES chartered under the laws of Delaware with its principal place of business in Greenwood, Delaware. This Defendant may be served with process through its registered agent, Discover Bank, 100 West Market, P.O. Box C, Greenwood, DE 19950.

10. Defendant DFS SERVICES LLC is a Delaware limited liability company with its principal place of business in Riverwoods, Illinois. This Defendant may be served with process through its registered agent, Agents and Corporations, Inc., 1201 Orange St., Ste. 600, Wilmington, DE 19801.

11. Defendant ING BANK, FSB is a federally chartered savings bank with its principal place of business in Wilmington, Delaware. This Defendant may be served with process through its agent for service of process, Deneen Donnley-Evans, 1 S. Orange Street, Wilmington, DE 19801.

12. Defendant INTERNATIONAL BANCSHARES CORPORATION is a Texas corporation with its principal place of business in Laredo, Texas. This Defendant may be served with process through its registered agent, Dennis E. Nixon, 1200 San Bernardo, Laredo, TX 78041.

13. Defendant INTERNATIONAL BANK OF COMMERCE is a banking subsidiary of INTERNATIONAL BANCSHARES CORPORATION chartered under the laws of Texas

with its principal place of business in Laredo, Texas. This Defendant may be served with process through its registered agent, Dennis E. Nixon, 1200 San Bernardo, Laredo, TX 78041.

14. Defendant IPAY TECHNOLOGIES, LLC is a Kentucky limited liability company with its principal place of business in Elizabethtown, Kentucky. This Defendant may be served with process through its registered agent, C. Kent Hatfield, Stoll, Keenon & Park, LLP, 2650 Aegon Ctr., 400 W. Market St., Louisville, KY 40202.

15. Defendant KEYCORP is an Ohio corporation with its principal place of business in Cleveland, OH. This Defendant may be served with process through its registered agent, CSC-Lawyers Incorporating Service, 50 W. Broad St., Suite 1800, Columbus, OH 43215.

16. Defendant KEYBANK NATIONAL ASSOCIATION is a banking subsidiary of KEYCORP chartered under the laws of the United States with its principal place of business in Cleveland, Ohio. This Defendant may be served with process through its registered agent, Key Bank USA, National Association, 127 Public Square, Cleveland, OH 44114.

17. Defendant MONEYGRAM INTERNATIONAL, INC. is a Delaware corporation with its principal place of business in Minneapolis, Minnesota. This Defendant may be served with process through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

18. Defendant MONEYGRAM PAYMENT SYSTEMS, INC. is a Delaware corporation with its principal place of business in Minneapolis, Minnesota. This Defendant may be served with process through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

19. Defendant ONLINE RESOURCES CORPORATION is a Delaware corporation with its principal place of business in Chantilly, Virginia. This Defendant may be served with

process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

20. Defendant S1 CORPORATION is a Delaware corporation with its principal place of business in Norcross, Georgia. This Defendant may be served with process through its registered agent, Corporation Service Company, 40 Technology Pkwy. South #300, Norcross, GA 30092.

21. Defendant S1, INC. is a Kentucky corporation with its principal place of business in Norcross, Georgia. This Defendant may be served with process through its registered agent, Corporation Service Company, 40 Technology Pkwy. South #300, Norcross, GA 30092.

22. Defendant TD AMERITRADE HOLDING CORPORATION. is a Delaware corporation with its principal place of business in Omaha, Nebraska. This Defendant may be served with process through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

23. Defendant TD AMERITRADE, INC. is a New York corporation with its principal place of business in Omaha, Nebraska. This Defendant may be served with process through its registered agent, Corporation Service Company, 80 State St., Albany, NY 12207.

24. Defendant TRB BANCORP, INC. is a Texas corporation with its principle place of business in Frisco, Texas. This Defendant may be served with process through its registered agent, David R. Warner, 2595 Preston Rd., Bldg. 100, Frisco, TX 75034.

25. Defendant TEXAS REPUBLIC BANK, N.A. is a banking subsidiary of TRB BANCORP, INC. chartered under the laws of the United States with its principal place of business in Frisco, Texas. This Defendant may be served with process through its President & Chief Executive Officer, Bill DeFee, 2595 Preston Rd., Bldg. 100, Frisco, TX 75034.

26. Defendant UNIONBANCAL CORPORATION is a Delaware corporation with its principal place of business in San Francisco, California. This Defendant may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

27. Defendant UNION BANK, N.A. is a banking subsidiary of UNIONBANCAL CORPORATION chartered under the laws of the United States with its principal place of business in San Francisco, California. This Defendant may be served with process through its Senior Executive Vice President and General Counsel, Morris W. Hirsch, 400 California Street, San Francisco, CA 94104.

28. Defendant UNITED SERVICES AUTOMOBILE ASSOCIATION is a reciprocal inter insurance exchange organized and existing under the laws of Texas with its principal place of business in San Antonio, Texas. This Defendant may be served with process through its General Counsel and Corporate Secretary, Steven Bennett, 9800 Fredericksburg Rd., San Antonio, TX 78288.

29. Defendant USAA FEDERAL SAVINGS BANK is a federally chartered savings bank with its principal place of business in San Antonio, Texas. This Defendant may be served with process through its registered agent, CT Corporation System, 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201.

30. Defendant THE VANGUARD GROUP, INC. is a Pennsylvania corporation with its principal place of business in Malvern, Pennsylvania. This Defendant may be served with process through its registered agent, CT Corporation System, 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201.

II. JURISDICTION AND VENUE

31. This is an action for infringement of two United States patents arising under 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court has subject matter jurisdiction of this action under Title 28 U.S.C. §1331 and §1338(a).

32. The Court has personal jurisdiction over each Defendant, and venue is proper pursuant to 28 U.S.C. §§ 1391 and 1400(b). Each Defendant has substantial contacts with the forum as a result of conducting business within the State of Texas and within this District. Upon information and belief, each Defendant regularly solicits business in the State of Texas and in this District, and derives substantial revenue from products and/or services provided to individuals residing in the State of Texas and in this District. In addition, each Defendant conducts business relating to secure online banking, including online bill pay, with and for customers residing in this District. Specifically, each Defendant provides these services directly to consumers in this District through its own interactive website(s) (e.g., www.discoverbank.com) and/or indirectly to consumers in this District through the provision of products and services to financial institutions who serve consumers in this District. Through the provisions of these products and/or services, each Defendant has committed and continues to commit acts of patent infringement in the State of Texas and in this District.

III. PATENT INFRINGEMENT

33. On August 11, 1998, United States Patent No. 5,793,302 (“the ‘302 patent”) was duly and legally issued for a “Method for Securing Information Relevant to a Transaction.” A true and correct copy of the ‘302 patent is attached hereto as Exhibit “A.” On October 26, 1999, United States Patent No. 5,974,148 (“the ‘148 patent”) was duly and legally issued for a “Method for Securing Information Relevant to a Transaction.” A true and correct copy of the ‘148 patent is attached hereto as Exhibit “B.” (The ‘302 and ‘148 patents are collectively

referred to herein as “the patents-in-suit”). Stambler is the inventor and owner of all rights, title, and interest in and to the patents-in-suit and possesses all rights of recovery under them.

34. Defendant INTUIT INC. has infringed and continues to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant INTUIT INC. directly and/or contributorily infringes claims 7, 41 and 47 of the ‘302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., Intuit Financial Services Consumer Internet Banking) and by providing products, services, and/or processes that allow encrypted communications between users and/or devices (e.g., Intuit Financial Services Consumer Internet Banking). And, for example, Defendant INTUIT INC. induces infringement of claims 28, 34, and 35 of the ‘148 patent as evidenced by customers’ use of Defendant’s secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., Intuit Financial Services Consumer Internet Banking). Defendant INTUIT INC.’s infringing activities, as a result of having been previously provided written notice of the patents-in-suit, have been and continue to be willful.

35. Defendant AMERICAN AIRLINES FEDERAL CREDIT UNION has infringed and continues to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant AMERICAN AIRLINES FEDERAL CREDIT UNION directly and/or contributorily infringes claims 7, 41 and 47 of the ‘302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., American Airlines Federal Credit Union Online Banking) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., American Airlines Federal Credit Union Online Banking). And, for example, Defendant AMERICAN AIRLINES FEDERAL CREDIT UNION induces its

customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., American Airlines Federal Credit Union Online Banking).

36. Defendants A.N.B HOLDING COMPANY, LTD. and THE AMERICAN NATIONAL BANK OF TEXAS (together "AMERICAN NATIONAL BANK") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant AMERICAN NATIONAL BANK directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., American National Bank of Texas Online Banking) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., American National Bank of Texas Online Banking). And, for example, Defendant AMERICAN NATIONAL BANK induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., American National Bank of Texas Online Banking).

37. Defendants QUINLAN BANCSHARES, INC. and BENCHMARK BANK (together "BENCHMARK") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant BENCHMARK directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., Benchmark Personal Internet Banking) and by providing products, services, and/or processes that allow encrypted communications between Defendant

and its customers and/or devices (e.g., Benchmark Personal Internet Banking). And, for example, Defendant BENCHMARK induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., Benchmark Personal Internet Banking).

38. Defendants DISCOVER FINANCIAL SERVICES, DISCOVER BANK, and DFS SERVICES LLC (together "DISCOVER") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant DISCOVER directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., Discover Bank Online Savings and Discover Card Pay Bills Online) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., Discover Bank Online Savings and Discover Card Pay Bills Online). And, for example, Defendant DISCOVER induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., Discover Bank Online Savings and Discover Card Pay Bills Online).

39. Defendant ING BANK, FSB has infringed and continues to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant ING BANK, FSB directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., ING Direct Electric Orange Checking) and by providing products, services, and/or processes that allow encrypted communications between Defendant

and its customers and/or devices (e.g., ING Direct Electric Orange Checking). And, for example, Defendant ING BANK, FSB induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., ING Direct Electric Orange Checking).

40. Defendants INTERNATIONAL BANCSHARES CORPORATION and INTERNATIONAL BANK OF COMMERCE (together "INTERNATIONAL BANK") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant INTERNATIONAL BANK directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., IBC Bank Online) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., IBC Bank Online). And, for example, Defendant INTERNATIONAL BANK induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., IBC Bank Online).

41. Defendant IPAY TECHNOLOGIES, LLC has infringed and continues to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant IPAY TECHNOLOGIES, LLC directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., iPay consumer bill pay solution) and by providing products, services, and/or processes that allow encrypted communications between users and/or devices (e.g., iPay consumer bill pay solution). And, for

example, Defendant IPAY TECHNOLOGIES, LLC induces infringement of claims 28, 34, and 35 of the '148 patent as evidenced by customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., iPay consumer bill pay solution).

42. Defendants KEYCORP and KEYBANK NATIONAL ASSOCIATION (together "KEY BANK") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant KEY BANK directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., Key Bank Online Banking) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., Key Bank Online Banking). And, for example, Defendant KEY BANK induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., Key Bank Online Banking). Defendant KEY BANK'S infringing activities, as a result of having been previously provided written notice of the patents-in-suit, have been and continue to be willful.

43. Defendants MONEYGRAM INTERNATIONAL, INC. and MONEYGRAM PAYMENT SYSTEMS, INC. (together "MONEYGRAM") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant MONEYGRAM directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., MoneyGram Pay Bills) and by providing products, services, and/or processes that allow encrypted communications between

Defendant and its customers and/or devices (e.g., MoneyGram Pay Bills). And, for example, Defendant MONEYGRAM induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., MoneyGram Pay Bills).

44. Defendant ONLINE RESOURCES CORPORATION has infringed and continues to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant ONLINE RESOURCES CORPORATION directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., Online Resources Online Banking) and by providing products, services, and/or processes that allow encrypted communications between users and/or devices (e.g., Online Resources Online Banking). And, for example, Defendant ONLINE RESOURCES CORPORATION induces infringement of claims 28, 34, and 35 of the '148 patent as evidenced by customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., Online Resources Online Banking).

45. Defendants S1 CORPORATION and S1, INC. (together "S1") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant S1 directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., S1 Consumer Online Banking) and by providing products, services, and/or processes that allow encrypted communications between users and/or devices (e.g., S1 Consumer Online Banking). And, for example, Defendant S1 induces infringement of claims 28, 34, and 35 of the '148 patent as evidenced by customers' use

of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., S1 Consumer Online Banking).

46. Defendants TD AMERITRADE HOLDING CORPORATION and TD AMERITRADE, INC. (together "TD AMERITRADE") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant TD AMERITRADE directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., TD Ameritrade account funding) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., TD Ameritrade account funding). And, for example, Defendant TD AMERITRADE induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., TD Ameritrade account funding). Defendant TD AMERITRADE's infringing activities, as a result of having been previously provided written notice of the patents-in-suit, have been and continue to be willful.

47. Defendants TRB BANCORP, INC. and TEXAS REPUBLIC BANK, N.A. (together "TEXAS REPUBLIC BANK") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant TEXAS REPUBLIC BANK directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., Texas Republic Bank Internet Banking) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., Texas Republic Bank

Internet Banking). And, for example, Defendant TEXAS REPUBLIC BANK induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., Texas Republic Bank Internet Banking).

48. Defendants UNIONBANCAL CORPORATION and UNION BANK, N.A. (together "UNION BANK") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant UNION BANK directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., Union Bank Personal Online Banking) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., Union Bank Personal Online Banking). And, for example, Defendant UNION BANK induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., Union Bank Personal Online Banking). Defendant UNION BANK's infringing activities, as a result of having been previously provided written notice of the patents-in-suit, have been and continue to be willful.

49. Defendants UNITED SERVICES AUTOMOBILE ASSOCIATION and USAA FEDERAL SAVINGS BANK (together "USAA") have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant USAA directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that

allow payments or funds transfers (e.g., USAA Web BillPay) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., USAA Web BillPay). And, for example, Defendant USAA induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., USAA Web BillPay).

50. Defendant THE VANGUARD GROUP, INC. has infringed and continues to infringe, directly, contributorily, and/or through the inducement of others, the claimed methods of the patents-in-suit. For example, Defendant THE VANGUARD GROUP, INC. directly and/or contributorily infringes claims 7, 41 and 47 of the '302 patent by providing secure online banking products and/or services that allow payments or funds transfers (e.g., account funding and account transfers via personal.vanguard.com) and by providing products, services, and/or processes that allow encrypted communications between Defendant and its customers and/or devices (e.g., account funding and account transfers via personal.vanguard.com). And, for example, Defendant THE VANGUARD GROUP, INC. induces its customers' infringement of claims 28, 34, and 35 of the '148 patent as evidenced by the customers' use of Defendant's secure online banking products and/or services that allow such customers to initiate payments and/or funds transfers (e.g., account funding and account transfers via personal.vanguard.com). Defendant THE VANGUARD GROUP's infringing activities, as a result of having been previously provided written notice of the patents-in-suit, have been and continue to be willful.

51. Stambler has been damaged as a result of Defendants' infringing conduct. Defendants are, thus, liable to Stambler in an amount that adequately compensates him for their infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

IV. JURY DEMAND

Stambler hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

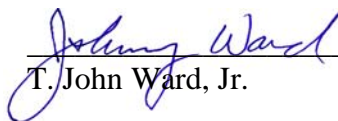
V. PRAYER FOR RELIEF

Stambler requests that the Court find in his favor and against Defendants, and that the Court grant Stambler the following relief:

- a. Judgment that one or more claims of United States Patent Nos. 5,793,302 and 5,974,148 have been infringed, either literally and/or under the doctrine of equivalents, by one or more Defendants and/or by others to whose infringement Defendants have contributed and/or by others whose infringement has been induced by Defendants;
- b. Judgment that Defendants account for and pay to Stambler all damages to and costs incurred by Stambler because of Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Defendants account for and pay to Stambler a reasonable, on-going, post judgment royalty because of Defendants' infringing activities and other conduct complained of herein;
- d. That Defendants' infringements be found to be willful from the time that Defendants became aware of the infringing nature of their respective products and services, which is the time of filing of Plaintiff's Original Complaint at the latest, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;
- e. That Stambler be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein;
- f. That this Court declare this an exceptional case and award Stambler his reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and
- g. That Stambler be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: May 28, 2010.

Respectfully submitted,



T. John Ward, Jr.

Brent N. Bumgardner
Texas State Bar No. 00795272
Attorney-in-Charge
Edward R. Nelson, III
Texas State Bar No. 00797142
Christie B. Lindsey
Texas State Bar No. 24041918
Ryan P. Griffin
Texas State Bar No. 24053687
NELSON BUMGARDNER CASTO, P.C.
3131 West 7th Street, Suite 300
Fort Worth, Texas 76107
(817) 377-9111
Fax (817) 377-3485
bbumgardner@nbclaw.net
enelson@nbclaw.net
clindsey@nbclaw.net
rgriffin@nbclaw.net

Eric M. Albritton
Texas State Bar No. 00790215
ALBRITTON LAW FIRM
P.O. Box 2649
Longview, TX 75606
(903) 757-8449
(903) 758-7397 (fax)
ema@emafirm.com

T. John Ward, Jr.
Texas State Bar No. 00794818
WARD & SMITH LAW FIRM
111 W. Tyler Street
Longview, Texas 75601
(903) 757-6400
(903) 757-2323 (fax)
jw@jwfirm.com

Ronald A. Dubner
Texas State Bar No. 06149000
4965 Preston Park, Suite 560
Plano, Texas 75093
(972) 964-6500
(972) 964-6533 (fax)
rondub@gte.com

**ATTORNEYS FOR PLAINTIFF
LEON STAMBLER**