

THE PATENTS-IN-SUIT

4. On December 3, 2002, United States Patent No. 6,488,203 B1 (the “‘203 patent”) entitled “Method and System for Performing Money Transfer Transactions” was duly and legally issued to Earney Stoutenburg, *et al.* A true and correct copy of the ‘203 patent is attached hereto and incorporated herein by reference as Exhibit A. The patent has since been assigned to Western Union. The ‘203 patent discloses a method of performing a money transfer transaction through a financial services institution.

5. On January 7, 2003, United States Patent No. 6,502,747 B1 (the “‘747 patent”) entitled “System and Method for Performing Money Transfer Transaction Using TCP/IP” was duly and legally issued to Earney Stoutenburg, *et. al.* A true and correct copy of the ‘747 patent is attached hereto and incorporated herein by reference as Exhibit B. The patent has since been assigned to Western Union. The ‘747 patent discloses a method of performing a money transfer transaction through a financial services institution.

6. On July 13, 2004, United States Patent No. 6,761,309 B2 (the “‘309 patent”) entitled “Method and System for Performing Money Transfer Transactions” was duly and legally issued to Earney Stoutenburg, *et. al.* A true and correct copy of the ‘309 patent is attached hereto and incorporated herein by reference as Exhibit C. The patent has since been assigned to Western Union. The ‘309 patent discloses a method of performing a money transfer transaction through a financial services institution.

7. On July 4, 2006, United States Patent No. 7,070,094 B2 (the “‘094 patent”) entitled “Method and System for Performing Money Transfer Transactions,” was duly and legally issued to Earney Stoutenburg, *et. al.* A true and correct copy of the ‘094 patent is attached hereto and incorporated herein by reference as Exhibit D. The patent has since been

assigned to Western Union. The '094 patent discloses a method for performing a money transfer transaction.

8. The '203 patent, '747 patent, '309 patent and '094 patent will collectively be referred to as the "Patents-in-Suit."

COUNT ONE

(Infringement of U.S. Patent No. 6,488,203 B1)

9. Western Union realleges paragraphs 1-8 of its Complaint.

10. MPSI has directly, indirectly, contributorily, and/or by inducement, literally or under the doctrine of equivalents, infringed and continues to infringe the '203 patent by its use, sale, and/or offer for sale of products or services, including but not limited to its Form Free service, within this judicial district and elsewhere in the United States, that infringe one or more claims of the '203 patent. MPSI is liable for its infringement of the '203 patent pursuant to 35 U.S.C. § 271.

11. Western Union is informed and believes, and thereon alleges, MPSI's infringement of the '203 patent has been and continues to be willful, deliberate and in conscious disregard of Western Union's rights, making this an exceptional case within the meaning of 35 U.S.C. § 285.

12. MPSI's infringement of the '203 patent has caused and continues to cause damage to Western Union in an amount to be proven at trial.

COUNT TWO

(Infringement of U.S. Patent No. 6,502,747 B1)

13. Western Union realleges paragraphs 1-12 of its Complaint.

14. On information and belief, Western Union believes that MPSI may be infringing one or more claims of the '747 patent. Western Union is not presently aware of any source of information to establish infringement of this patent other than MPSI, and efforts to obtain such information from MPSI, informally and through discovery in this case, have proven futile. In the absence of such information, Western Union resorts to the judicial process and the aid of discovery to obtain, under appropriate judicial safeguards of confidentiality, such information as is required to confirm its belief and to present to the Court evidence that MPSI has directly, indirectly, contributorily, and/or by inducement, literally or under the doctrine of equivalents, infringed and continues to infringe one or more claims of the '747 patent by its use, sale, and/or offer for sale of products or services, including but not limited to the Form Free service, within this judicial district and elsewhere in the United States. MPSI is liable for its infringement of the '747 patent pursuant to 35 U.S.C. § 271.

15. Western Union is informed and believes, and thereon alleges, MPSI's infringement of the '747 patent has been and continues to be willful, deliberate and in conscious disregard of Western Union's rights, making this an exceptional case within the meaning of 35 U.S.C. § 285.

16. MPSI's infringement of the '747 patent has caused and continues to cause damage to Western Union in an amount to be proven at trial.

COUNT THREE

(Infringement of U.S. Patent No. 6,761,309 B2)

17. Western Union realleges paragraphs 1-16 of its Complaint.

18. On information and belief, Western Union believes that MPSI may be infringing one or more claims of the '309 patent. Western Union is not presently aware of any source of

information to establish infringement of this patent other than MPSI, and efforts to obtain such information from MPSI, informally and through discovery in this case, have proven futile. In the absence of such information, Western Union resorts to the judicial process and the aid of discovery to obtain, under appropriate judicial safeguards of confidentiality, such information as is required to confirm its belief and to present to the Court evidence that MPSI has directly, indirectly, contributorily, and/or by inducement, literally or under the doctrine of equivalents, infringed and continues to infringe one or more claims of the '309 patent by its use, sale, and/or offer for sale of products or services, including but not limited to the Form Free service, within this judicial district and elsewhere in the United States. MPSI is liable for its infringement of the '309 patent pursuant to 35 U.S.C. § 271.

19. Western Union is informed and believes, and thereon alleges, MPSI's infringement of the '309 patent has been and continues to be willful, deliberate and in conscious disregard of Western Union's rights, making this an exceptional case within the meaning of 35 U.S.C. § 285.

20. MPSI's infringement of the '309 patent has caused and continues to cause damage to Western Union in an amount to be proven at trial.

COUNT FOUR

(Infringement of U.S. Patent No. 7,070,094 B2)

21. Western Union realleges paragraphs 1-20 of its Complaint.

22. On information and belief, Western Union believes that MPSI may be infringing one or more claims of the '094 patent. Western Union is not presently aware of any source of information to establish infringement of this patent other than MPSI, and efforts to obtain such information from MPSI, informally and through discovery in this case, have proven futile. In the

absence of such information, Western Union resorts to the judicial process and the aid of discovery to obtain, under appropriate judicial safeguards of confidentiality, such information as is required to confirm its belief and to present to the Court evidence that MPSI has directly, indirectly, contributorily, and/or by inducement, literally or under the doctrine of equivalents, infringed and continues to infringe one or more claims of the '094 patent by its use, sale, and/or offer for sale of products or services, including but not limited to the Form Free service, within this judicial district and elsewhere in the United States. MPSI is liable for its infringement of the '094 patent pursuant to 35 U.S.C. § 271.

23. Western Union is informed and believes, and thereon alleges, MPSI's infringement of the '094 patent has been and continues to be willful, deliberate and in conscious disregard of Western Union's rights, making this an exceptional case within the meaning of 35 U.S.C. § 285.

24. MPSI's infringement of the '094 patent has caused and continues to cause damage to Western Union in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Western Union requests that judgment be entered in its favor and against MPSI as follows:

1. declaring that MPSI has infringed the Patents-in-Suit;
2. permanently enjoining MPSI, its officers, agents, employees, and those acting in privity with them, from further infringement, contributory infringement and/or inducing infringement of the Patents-in-Suit;

3. awarding a reasonable royalty and other damages arising from MPSI's infringement of the Patents-in-Suit to Western Union, together with prejudgment and post-judgment interest, in an amount according to proof;
4. declaring this to be an "exceptional case" within the meaning of 35 U.S.C. § 285 and awarding treble damages and reasonable attorneys' fees to Western Union; and
5. awarding Western Union such other costs and such further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Western Union demands a trial by jury on all issues triable of right by a jury.

DATED: May 21, 2008

Respectfully Submitted,


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ATTORNEYS FOR PLAINTIFF THE WESTERN
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CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of May, 2008, I filed the foregoing with the Clerk of the Court and have mailed by U.S. Postal Service the documents to the following:

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EXHIBIT A