

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MARKETS-ALERT PTY. LTD.,

Plaintiff,

v.

ESIGNAL.COM, INC.,
IBG LLC,
INTERACTIVE BROKERS CORP.,
INTERACTIVE BROKERS LLC,
INTERACTIVE DATA CORPORATION,
LIGHTSPEED FINANCIAL, INC., and
LIGHTSPEED TRADING, LLC

Defendants.

Civil Action No.: _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Markets-Alert Pty. Ltd. (“Markets-Alert” or “Plaintiff”) hereby alleges patent infringement against Defendants Interactive Data Corporation (“Interactive Data”), eSignal.com, Inc. (“eSignal”), IBG LLC (“IBG LLC”), Interactive Brokers Corp. (“Interactive Brokers Corp”), and Interactive Brokers LLC (“Interactive Brokers LLC”) (individually and collectively, “Interactive Brokers”), and LightSpeed Financial, Inc. (“LightSpeed Financial”) and LightSpeed Trading, LLC (“LightSpeed Trading”) (individually and collectively, “LightSpeed”), on personal knowledge and information and belief, as follows:

THE PARTIES

1. Plaintiff is an Australian corporation with a principal location at 7-9 Cross Street, Bankstown NSW 2200, Australia.
2. On information and belief, Defendant Interactive Data is a Delaware corporation with a principal place of business at 32 Crosby Drive, Bedford, Massachusetts 01730-1448.
3. On information and belief, Defendant eSignal is a Delaware corporation with a

principal place of business at 3955 Point Eden Way, Hayward, California 94545. eSignal.com is a subsidiary of Interactive Data.

4. On information and belief, Defendant IBG LLC is a Connecticut limited liability company with a principal place of business at One Pickwick Plaza, Greenwich, Connecticut 06830-5551.

5. On information and belief, Defendant Interactive Brokers LLC is a Connecticut limited liability company with a principal place of business at One Pickwick Plaza, 2nd Floor, Greenwich, Connecticut 06830-5576, and is a subsidiary of IBG, LLC.

6. On information and belief, Defendant Interactive Brokers Corp is a Delaware corporation with a principal place of business at 26110 Enterprise Way # 600, Lake Forest, California 92630, and is a subsidiary of IBG, LLC and an affiliate of Interactive Brokers LLC.

7. On information and belief, Defendant LightSpeed Financial, is a Delaware corporation with a principal place of business at 148 Madison Avenue, Floor 9, New York, New York 10016.

8. On information and belief, Defendant LightSpeed Trading, is a New York limited liability company with a principal place of business at 148 Madison Avenue, Floor 9, New York, New York 10016 and is a subsidiary of LightSpeed Financial.

JURISDICTION AND VENUE

9. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

10. Personal jurisdiction and venue are proper in this district under 28 U.S.C. §§ 1391(b)-(c), and 1400(b). On information and belief, each Defendant has a regular and established place of business in this district or state, has transacted business in this district or state, and/or has committed, contributed to, and/or induced acts of patent infringement in this district or state.

11. On information and belief, each Defendant is subject to this Court's specific and general personal jurisdiction consistent with the principles of due process and/or the Long Arm Statute, due at least to its substantial business in this forum directly related to the allegations set forth herein, including: (i) a portion of the infringement alleged herein, including making, using, selling, offering to sell, and/or importing products, methods and/or systems that infringe the patent-in-suit; (ii) the presence of established distribution and/or marketing channels; and (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals and entities in this state and judicial district.

COUNT I INFRINGEMENT

12. Plaintiff is the exclusive owner of all rights to United States Patent No. 7,941,357, entitled "Trading System" ("357 Patent"), including but not limited to the right to sue for damages. The United States Patent and Trademark Office duly issued the '357 Patent on May 10, 2011, which has a priority date of at least October 27, 2000. A true and correct copy of the '357 Patent is attached to this Complaint as Exhibit A.

13. On information and belief, Defendant eSignal has been and now is infringing, inducing others to infringe, and/or contributorily infringing, literally, under the doctrine of equivalents, and/or jointly, one or more claims of the '357 Patent in this state, in this judicial district, and elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing systems and methods that implement, utilize or otherwise embody the patented invention, including by way of example certain real-time stock trading platform products and services, such as its "eSignal," "eSignal OnDemand," "eSignal, Advanced GET Edition," "LiveCharts," "QuoTrek," and "Scanners" products and services, which are described, at least in part, online at <http://www.esignal.com/esignal/default.aspx> and <http://www.esignal.com/products/default.aspx>. Therefore, Defendant eSignal is liable for infringement of the '357 Patent.

14. On information and belief, Defendant Interactive Data has been and now is infringing, inducing others to infringe, and/or contributorily infringing, literally, under the doctrine of equivalents, and/or jointly, one or more claims of the '357 Patent in this state, in this judicial district, and elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing systems and methods that implement, utilize or otherwise embody the patented invention, including by way of example certain real-time stock trading platform products and services, such as its "Market-Q," "eSignal Pro," "FutureSource Workstation," and "QuoTrek" products and services and "eSignal Suite of Products," which are described, at least in part, online at <http://www.interactivedata.com/index.php/productsandservices/content/id/Desktop+Solutions>, <http://www.esignal.com/esignal/default.aspx>, <http://www.esignal.com/products/default.aspx>, and <http://www.interactivedata.com/index.php/Contents/show/content/esignalPro>. Therefore, Defendant Interactive Data is liable for infringement of the '357 Patent.

15. On information and belief, each of Defendants IBG LLC, Interactive Brokers Corp, and Interactive Brokers LLC, has been and now is infringing, inducing others to infringe, and/or contributorily infringing, literally, under the doctrine of equivalents, and/or jointly, one or more claims of the '357 Patent in this state, in this judicial district, and elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing systems and methods that implement, utilize or otherwise embody the patented invention, including by way of example certain real-time stock trading platform products and services, such as its "Trader Workstation" products and services, and Defendant eSignal's "eSignal," "eSignal OnDemand," "eSignal, Advanced GET Edition," "LiveCharts," "QuoTrek," and "Scanners" products and services, which are described, at least in part, online at http://www.interactivebrokers.com/en/pagemap/pagemap_trading_platforms.php, <http://www.esignal.com/esignal/default.aspx>, <http://www.esignal.com/products/default.aspx>, and <http://www.esignal.com/map/ib/default.aspx>. Therefore, each of Defendants IBG LLC, Interactive Brokers Corp, and Interactive Brokers LLC is liable for infringement of the '357

Patent.

16. On information and belief, each of Defendants LightSpeed Financial and LightSpeed Trading has been and now is infringing, inducing others to infringe, and/or contributorily infringing, literally, under the doctrine of equivalents, and/or jointly, one or more claims of the '357 Patent in this state, in this judicial district, and elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing systems and methods that implement, utilize or otherwise embody the patented invention, including by way of example certain real-time stock trading platform products and services, such as its "LightSpeed Trader Active Trading Platform," "Stock Scanning," and "Technical Analysis," and Defendant eSignal's "eSignal," "eSignal OnDemand," "eSignal, Advanced GET Edition," "LiveCharts," "QuoTrek," and "Scanners" products and services, which are described, at least in part, online at http://www.lightspeed.com/?page_id=5005, http://www.lightspeed.com/?page_id=5109, http://www.lightspeed.com/?page_id=5101, <http://www.esignal.com/esignal/default.aspx>, <http://www.esignal.com/products/default.aspx> and <http://www.esignal.com/map/lightspeed/default.aspx>. Therefore, each of Defendants LightSpeed Financial and LightSpeed Trading is liable for infringement of the '357 Patent.

17. On information and belief, each of Defendants Interactive Data, Interactive Brokers and LightSpeed use, implement or otherwise incorporate one or more real-time technical analysis tools and/or stock trading platform products and services provided by or through Defendant eSignal in its respective trading platform products and services, such that Plaintiff's right to relief against Defendants is joint, several, or in the alternative with respect to or arises out of the same transaction, occurrence, or series of transactions or occurrences, and gives rise to common questions of law or fact.

18. Plaintiff has been and is irreparably harmed by each Defendant's infringement of the '357 Patent. Plaintiff has incurred and will continue to incur substantial damages, including monetary damages, unless each Defendant is enjoined from further acts of infringement.

19. By notice of this complaint, at least, each Defendant has been aware, since the

filing date or before, that the accused instrumentalities are not staple articles or commodities of commerce suitable for substantial non-infringing use and are especially made and/or adapted for use in infringing the '357 Patent, and each Defendant's ongoing infringement is willful and deliberate.

20. To the extent that facts uncovered in discovery show that a Defendant's past infringement has been willful, Plaintiff reserves the right to seek enhanced damages and attorneys' fees for such past infringement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

(a) enter judgment in favor of Plaintiff that each Defendant has infringed, and continues to infringe, the '357 Patent;

(b) enjoin each Defendant, its officers, subsidiaries, agents, servants, employees, and all persons in active concert with any of them, from any further infringement of the '357 Patent;

(c) award Plaintiff all monetary relief available under the patent laws of the United States, including but not limited to actual damages, pre- and post- judgment interest, enhanced damages, and costs pursuant to 35 U.S.C. § 284;

(d) declare this case exceptional and award Plaintiff its reasonable attorneys' fees pursuant to 35 U.S.C. § 285; and

(e) grant Plaintiff such other relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Date: June 20, 2012

Respectfully submitted,

/s/ Pilar G. Kraman

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