

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

JOAO BOCK TRANSACTION  
SYSTEMS, LLC,

Plaintiff,

v.

OPTIONSHOUSE, LLC and PEAK6  
INVESTMENTS, L.P.,

Defendants.

Civil Action No. \_\_\_\_\_

JURY TRIAL DEMANDED

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff JOAO BOCK TRANSACTION SYSTEMS, LLC (“Plaintiff” or “JBTS”), by and through its undersigned counsel, files this Complaint for patent infringement against Defendants OPTIONSHOUSE, LLC (“OptionsHouse”) and PEAK6 INVESTMENTS, L.P. (“Peak6”) (collectively, “Defendants”) as follows:

**NATURE OF THE ACTION**

1. This is a patent infringement action to stop Defendants’ infringement of Plaintiff’s United States Patent No. 6,047,270 entitled “*Apparatus and Method for Providing Account Security*” (hereinafter, the “’270 patent”), United States Patent No. 6,529,725 entitled “*Transaction Security Apparatus And Method*”

(hereinafter, the “’725 patent”); and United States Patent No. 7,096,003 entitled “*Transaction Security Apparatus*” (hereinafter, the “’003 patent”) (collectively referred to as the “Patents-in-Suit”). Copies of the Patents-in-Suit are attached hereto as Exhibits A, B, and C, respectively. Plaintiff is the exclusive owner of the Patents-in-Suit with respect to the Defendants. Plaintiff seeks injunctive relief and monetary damages.

### **PARTIES**

2. JBTS is a limited liability company organized under the laws of the State of Delaware. Plaintiff maintains its principal place of business at 116 Sweetfield Circle, Yonkers, New York 10704. JBTS is the exclusive owner of the Patents-in-Suit and all rights thereto, including the exclusive right to exclude the Defendants from making, using, selling, offering to sell or importing in this district and elsewhere into the United States the patented invention(s) of the Patents-in-Suit, the right to sublicense the Patents-in-Suit, and to sue the Defendants for infringement and recover past damages.

3. Upon information and belief, OptionsHouse is, and at all relevant times mentioned herein was, a corporation duly organized and existing under the laws of Delaware, having its principal place of business located at 141 W. Jackson Blvd., Suite 800, Chicago, Illinois 60604. OptionsHouse may be served with

process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Upon information and belief, OptionsHouse does business through its website, www.optionshouse.com, which is accused of infringing the Patents-in-Suit.

4. Upon information and belief, Peak6 is, and at all relevant times mentioned herein was, a corporation duly organized and existing under the laws of Delaware, having its principal place of business located at 141 W. Jackson Blvd., Suite 500, Chicago, Illinois 60604. Peak6 may be served with process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Upon information and belief, Peak6 does business through its website, www.peak6.com, which is accused of infringing the Patents-in-Suit.

### **JURISDICTION AND VENUE**

5. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over Defendants because: Defendants have minimum contacts within the State of Georgia and the Northern

District of Georgia; Defendants have purposefully availed themselves of the privileges of conducting business in the State of Georgia and in the Northern District of Georgia; Defendants have sought protection and benefit from the laws of the State of Georgia; Defendants regularly conduct business within the State of Georgia and within the Northern District of Georgia; and Plaintiff's causes of action arise directly from Defendants' business contacts and other activities in the State of Georgia and in the Northern District of Georgia.

7. More specifically, Defendants, directly and/or through their intermediaries, ship, distribute, offer for sale, sells, and/or advertise (including the provision of an interactive web page) their products and services in the United States, the State of Georgia, and the Northern District of Georgia. Upon information and belief, Defendants and/or their respective customers have committed patent infringement in the State of Georgia and in the Northern District of Georgia. Defendants solicit customers in the State of Georgia and in the Northern District of Georgia. Defendants have many paying customers who are residents of the State of Georgia and the Northern District of Georgia and who use Defendants' products and services in the State of Georgia and in the Northern District of Georgia.

8. Defendants are properly joined in this action pursuant to Rule 20(a) of the Federal Rules of Civil Procedure because Plaintiff has asserted claims against Defendants for which they are jointly and/or severally liable, or, in the alternative, a right to relief in respect of or arising out of the same series of transactions or occurrences, namely, the development of, advertising, offering for sale, and providing their brokerage services to their customers through their websites, www.optionshouse.com and wwwpeak6.com, which clearly reference the other. Questions of law and/or fact common to both OptionsHouse and Peak6 will arise in this action due to the close business relationship of the Defendants to each other and their shared customers.

9. Venue is proper in the Northern District of Georgia pursuant to 28 U.S.C. §§ 1391 and 1400(b).

**COUNT I:**  
**INFRINGEMENT OF U.S. PATENT NO. 6,047,270**

10. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1 - 9 above.

11. The '270 patent was duly and legally issued by the United States Patent and Trademark Office on April 4, 2000 after full and fair examination to the inventors Raymond Anthony Joao and Robert Richard Bock, who assigned all rights, title and interest in and to the '270 patent to Plaintiff. Plaintiff is the

exclusive owner of the '270 patent and all rights thereto, including the exclusive right to exclude the Defendants from making, using, selling, offering to sell or importing in this district and elsewhere into the United States the patented invention(s) of the '270 patent, the right to sublicense the '270 patent, and to sue the Defendants for infringement and recover past damages.

12. Plaintiff is informed and believes that OptionsHouse owns, operates, advertises, and controls its website, [www.optionshouse.com](http://www.optionshouse.com), that infringes the '270 patent either literally or under the doctrine of equivalents. Plaintiff is informed and believes that Peak6 owns, operates, advertises, and controls its website, [www.peak6.com](http://www.peak6.com), that infringes the '270 patent either literally or under the doctrine of equivalents. Upon information and belief, Defendants have infringed and continue to infringe one or more claims of the '270 patent by making, using, and providing a remote ordering terminal, associated with Defendants and their brokerage services such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," that uses a computer system on a computer network that receives instructions from business customers, wherein the instructions limit or restrict authorized users' use of a brokerage account. These limitations are stored in the memory of Defendants' computer systems, and accessed by a processor when the processor processes a transaction or attempted transaction on the account

by an authorized user. The processor of Defendants' computer systems generates a signal for approving or disapproving the transaction. Defendants' processor also generates a signal for notifying the account owner of a transaction on the account.

13. Upon information and belief, Defendants have induced and continue to induce infringement of one or more claims of the '270 patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled and otherwise caused their customers to use their brokerage services, such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," having been provided by Defendants to their customers for the primary purpose of causing infringing acts by said customers. Defendants have had knowledge of the '270 patent since commencement of this action at least. Upon information and belief, Defendants have specifically intended and/or specifically intends that their customers use the accused products in such a way that infringes the '270 patent by, at minimum, providing instructions to their customers on how to use the accused products in such a way that infringes the '270 patent and knew and/or knows that their actions, including but not limited to providing such instructions, would induce, have induced, and will continue to induce infringement by their customers.

14. Upon information and belief, Defendants have contributed to and continue to contribute to the infringement of one or more claims of the '270 patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled and otherwise caused their customers to use their brokerage services, such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," having been provided by Defendants to their customers for the primary purpose of causing infringing acts by said customers by offering to sell, and selling (directly or through intermediaries), to their customers, their brokerage services covered by the '270 patent that constitute a material part of the invention, and that their customers have utilized said services in a manner that infringes one or more claims of the '270 patent. Defendants have had knowledge of the '270 patent since commencement of this action at least. Upon information and belief, Defendants have specifically intended and/or specifically intends that their customers use the accused products in such a way that infringes the '270 patent by, at minimum, providing instructions to their customers on how to use the accused products in such a way that infringes the '270 patent, and knew and/or knows that their brokerage services are especially made and/or adapted for user(s) to infringe one or more claims of the '270 patent and,



therefore, are not staple articles or commodities of commerce suitable for a substantial non-infringing use.

15. Defendants' aforesaid activities have been without authority and/or license from Plaintiff.

16. Plaintiff is entitled to recover from the Defendants the damages sustained by Plaintiff as a result of the Defendants' wrongful acts in an amount subject to proof at trial, 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.

17. Defendants' infringement of Plaintiff's exclusive rights under the '270 patent will continue to damage Plaintiff, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

**COUNT II:**  
**INFRINGEMENT OF U.S. PATENT NO. 6,529,725**

18. 10. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1 - 9 above.

19. The '725 patent was duly and legally issued by the United States Patent and Trademark Office on March 4, 2003 after full and fair examination to the inventors Raymond Anthony Joao and Robert Richard Bock, who assigned all rights, title and interest in and to the '725 patent to Plaintiff. Plaintiff is the exclusive owner of the '725 patent and all rights thereto, including the exclusive

right to exclude the Defendants from making, using, selling, offering to sell or importing in this district and elsewhere into the United States the patented invention(s) of the '725 patent, the right to sublicense the '725 patent, and to sue the Defendants for infringement and recover past damages.

20. Plaintiff is informed and believes that OptionsHouse owns, operates, advertises, and controls its website, [www.optionshouse.com](http://www.optionshouse.com), that infringes the '725 patent either literally or under the doctrine of equivalents. Plaintiff is informed and believes that Peak6 owns, operates, advertises, and controls its website, [www.peak6.com](http://www.peak6.com), that infringes the '725 patent either literally or under the doctrine of equivalents. Upon information and belief, Defendants have infringed and continue to infringe one or more claims of the '725 patent by making, using, and providing a remote ordering terminal, associated with Defendants and their brokerage services such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," that uses a computer system on a computer network that receives instructions from business customers, wherein the instructions limit or restrict authorized users' use of a brokerage account. These limitations are stored in the memory of Defendants' computer systems, and accessed by a processor when the processor processes a transaction or attempted transaction on the account by an authorized user. The processor of Defendants' computer systems generates a

signal for approving or disapproving the transaction. Defendant's processor also generates a signal for notifying the account owner of a transaction on the account.

21. Upon information and belief, Defendants have induced and continue to induce infringement of one or more claims of the '725 patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled and otherwise caused their customers to use their brokerage services, such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," having been provided by Defendants to their customers for the primary purpose of causing infringing acts by said customers. Defendants have had knowledge of the '725 patent since commencement of this action at least. Upon information and belief, Defendants have specifically intended and/or specifically intends that their customers use the accused products in such a way that infringes the '725 patent by, at minimum, providing instructions to their customers on how to use the accused products in such a way that infringes the '725 patent and knew and/or knows that their actions, including but not limited to providing such instructions, would induce, have induced, and will continue to induce infringement by their customers.

22. Upon information and belief, Defendants have contributed to and continue to contribute to the infringement of one or more claims of the '725 patent

in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled and otherwise caused their customers to use their brokerage services, such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," having been provided by Defendants to their customers for the primary purpose of causing infringing acts by said customers by offering to sell, and selling (directly or through intermediaries), to their customers, their brokerage services covered by the '725 patent that constitute a material part of the invention, and that their customers have utilized said services in a manner that infringes one or more claims of the '725 patent. Defendants have had knowledge of the '725 patent since commencement of this action at least. Upon information and belief, Defendants have specifically intended and/or specifically intends that their customers use the accused products in such a way that infringes the '725 patent by, at minimum, providing instructions to their customers on how to use the accused products in such a way that infringes the '725 patent, and knew and/or knows that their brokerage services are especially made and/or adapted for user(s) to infringe one or more claims of the '725 patent and, therefore, are not staple articles or commodities of commerce suitable for a substantial non-infringing use.

23. Defendants' aforesaid activities have been without authority and/or license from Plaintiff.

24. Plaintiff is entitled to recover from the Defendants the damages sustained by Plaintiff as a result of the Defendants' wrongful acts in an amount subject to proof at trial, 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.

25. Defendants' infringement of Plaintiff's exclusive rights under the '725 patent will continue to damage Plaintiff, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

**COUNT III:**  
**INFRINGEMENT OF U.S. PATENT NO. 7,096,003**

26. 10. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1 - 9 above.

27. The '003 patent was duly and legally issued by the United States Patent and Trademark Office on August 22, 2006 after full and fair examination to the inventors Raymond Anthony Joao and Robert Richard Bock, who assigned all rights, title and interest in and to the '725 patent to Plaintiff. Plaintiff is the exclusive owner of the '003 patent and all rights thereto, including the exclusive right to exclude the Defendants from making, using, selling, offering to sell or importing in this district and elsewhere into the United States the patented

invention(s) of the '003 patent, the right to sublicense the '003 patent, and to sue the Defendants for infringement and recover past damages.

28. Plaintiff is informed and believes that OptionsHouse owns, operates, advertises, and controls its website, [www.optionshouse.com](http://www.optionshouse.com), that infringes the '003 patent either literally or under the doctrine of equivalents. Plaintiff is informed and believes that Peak6 owns, operates, advertises, and controls its website, [www.peak6.com](http://www.peak6.com), that infringes the '003 patent either literally or under the doctrine of equivalents. Upon information and belief, Defendants have infringed and continue to infringe one or more claims of the '003 patent by making, using, and providing a remote ordering terminal, associated with Defendants and their brokerage services such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," that uses a computer system on a computer network that receives instructions from business customers, wherein the instructions limit or restrict authorized users' use of a brokerage account. These limitations are stored in the memory of Defendants' computer system, and accessed by a processor when the processor processes a transaction or attempted transaction on the account by an authorized user. The processor of Defendants' computer systems generates a signal for approving or disapproving the transaction. Defendants' processor also generates a signal for notifying the account owner of a transaction on the account.

29. Upon information and belief, Defendants have induced and continue to induce infringement of one or more claims of the '003 patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled and otherwise caused their customers to use their brokerage services, such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," having been provided by Defendants to their customers for the primary purpose of causing infringing acts by said customers. Defendants have had knowledge of the '003 patent since commencement of this action at least. Upon information and belief, Defendants have specifically intended and/or specifically intends that their customers use the accused products in such a way that infringes the '003 patent by, at minimum, providing instructions to their customers on how to use the accused products in such a way that infringes the '003 patent and knew and/or knows that their actions, including but not limited to providing such instructions, would induce, have induced, and will continue to induce infringement by their customers.

30. Upon information and belief, Defendants have contributed to and continue to contribute to the infringement of one or more claims of the '003 patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled and

otherwise caused their customers to use their brokerage services, such as but not limited to OptionHouse's "OptionHouse Brokerage 2.0," having been provided by Defendants to their customers for the primary purpose of causing infringing acts by said customers by offering to sell, and selling (directly or through intermediaries), to their customers, their brokerage services covered by the '003 patent that constitute a material part of the invention, and that their customers have utilized said services in a manner that infringes one or more claims of the '003 patent. Defendants have had knowledge of the '003 patent since commencement of this action at least. Upon information and belief, Defendants have specifically intended and/or specifically intends that their customers use the accused products in such a way that infringes the '003 patent by, at minimum, providing instructions to their customers on how to use the accused products in such a way that infringes the '003 patent, and knew and/or knows that their brokerage services are especially made and/or adapted for user(s) to infringe one or more claims of the '003 patent and, therefore, are not staple articles or commodities of commerce suitable for a substantial non-infringing use.

31. Defendants' aforesaid activities have been without authority and/or license from Plaintiff.



32. Plaintiff is entitled to recover from the Defendants the damages sustained by Plaintiff as a result of the Defendants' wrongful acts in an amount subject to proof at trial, 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.

33. Defendants' infringement of Plaintiff's exclusive rights under the '003 patent will continue to damage Plaintiff, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

#### **JURY DEMAND**

34. Plaintiff demands a trial by jury on all issues.

#### **PRAYER FOR RELIEF**

35. Plaintiff respectfully requests the following relief:

- A. An adjudication that at least one of the claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by the Defendants;
- B. An adjudication that at least one of the claims of the Patents-in-Suit has been infringed by customers of the Defendants, said customers having been induced to infringe by the intentional actions of the Defendants;

- C. An adjudication that at least one of the claims of the Patents-in-Suit has been infringed by customers of the Defendants, said infringement having been contributed to by the intentional actions of the Defendants;
- D. An award to Plaintiff of damages adequate to compensate Plaintiff for the Defendants' acts of infringement together with prejudgment interest pursuant to 35 U.S.C. § 284;
- E. A grant of a permanent injunction, pursuant to 35 U.S.C. § 283, enjoining the Defendants from further acts of infringement with respect to the claims of the Patent-in-Suit;
- F. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- G. Any further relief that this Court deems just and proper.

Respectfully submitted this 17th day of August, 2012.

/s/ Jonathan R. Miller

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