

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

JOHN D'AGOSTINO,

Plaintiff,

v.

**MASTERCARD INC.; MASTERCARD
INTERNATIONAL INCORPORATED
(d/b/a MASTERCARD WORLDWIDE);
ORBISCOM LTD.; ORBISCOM INC.;
CITIGROUP INC.; DISCOVER
FINANCIAL SERVICES; and XERXES
ENGINEERING LLC,**

Defendants.

Case No.

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff John D'Agostino complains of Defendants MasterCard Inc.; MasterCard International Incorporated (d/b/a MasterCard Worldwide); Orbiscom Limited; Orbiscom Inc.; Citigroup Inc.; Discover Financial Services; and Xerxes Engineering LLC as follows:

NATURE OF LAWSUIT

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

THE PARTIES

2. Mr. John D'Agostino (hereinafter referred to as "D'Agostino") currently resides at 5168 Northridge Road, #309, Sarasota, Florida 34238.

3. D'Agostino is the sole inventor of and owner of all legal rights, title and interest in and to United States Patent No. 8,036,988 entitled "System and Method for Performing Secure Credit Card Transactions," which issued on October 11, 2011 ("the '988 Patent") (a true and correct copy is attached as Exhibit A) and United States Patent No. 7,840,486 entitled "System

and Method for Performing Secure Credit Card Purchases,” which issued on November 23, 2010 (the “‘486 Patent”) (a true and correct copy is attached as Exhibit B).

4. D’Agostino has standing to sue for infringement of the ‘988 and ‘486 Patents (collectively, the “Patents-in-Suit”) because he owns all right, title and interest thereto, including the right to collect for past damages. D’Agostino has suffered, and will continue to suffer, injury as a result of Defendants’ infringement of the Patents-in-Suit.

5. Defendant MasterCard Inc. is corporation organized under the laws of the State of Delaware and maintains The Corporation Trust Company as its registered agent located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. MasterCard Inc. resides in this judicial district and transacts business throughout the State of Delaware, including in this judicial district. Furthermore, by incorporating in the State of Delaware, MasterCard Inc. has availed itself of Delaware law.

6. Defendant MasterCard International Incorporated is a corporation organized under the laws of the State of Delaware and maintains The Corporation Trust Company as its registered agent located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. MasterCard International Incorporated resides in this judicial district and transacts business throughout the State of Delaware, including in this judicial district. Furthermore, by incorporating in the State of Delaware, MasterCard International Incorporated has availed itself of Delaware law.

7. MasterCard International Incorporated is a global payment solutions company that provides a variety of services in support of the payment programs of its customers. MasterCard International Incorporated is a wholly owned operating subsidiary of MasterCard Inc. and is doing business as “MasterCard Worldwide.”

8. Defendant Orbiscom Ltd. is a foreign entity organized under the laws of the country of Ireland with its principal place of business at Mountainview, Central Park, Leopardstown, Dublin, 18 Ireland.

9. Orbiscom Ltd. is a wholly owned subsidiary of MasterCard Inc. and indirect subsidiary of MasterCard International Incorporated. Upon information and belief, Orbiscom Ltd. transacts business in the State of Delaware including this judicial district.

10. Defendant Orbiscom Inc. is a corporation organized under the laws of the State of Delaware and maintains The Corporation Trust Company as its registered agent located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Defendant Orbiscom Inc. resides in this judicial district and transacts business throughout the State of Delaware, including this judicial district. Furthermore, by incorporating in the State of Delaware, Orbiscom Inc. has availed itself of Delaware law.

11. Orbiscom Inc. is a leading payments solution software provider for payment industry participants in the United States. Upon information and belief, Orbiscom Inc. is the United States operating subsidiary of Orbiscom Ltd. and an indirect, wholly owned, subsidiary of MasterCard International Incorporated.

12. Defendants MasterCard, Inc., MasterCard International Incorporated, Orbiscom Ltd. and Orbiscom Inc. are hereinafter collectively referred to as “MasterCard.”

13. MasterCard provides the relevant functionality behind each of Citigroup’s and Discover’s accused services.

14. Defendant Citigroup Inc. (“Citigroup”) is a corporation organized under the laws of the State of Delaware and maintains The Corporation Trust Company as its registered agent located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

Citigroup resides in this judicial district and transacts business throughout the State of Delaware, including this judicial district. Furthermore, by incorporating in the State of Delaware, Citigroup has availed itself of Delaware law. Citigroup has previously admitted that it is subject to personal jurisdiction in this judicial district.

15. Defendant Discover Financial Services (“Discover”) is a corporation organized under the laws of the State of Delaware. Discover maintains The Corporation Trust Company as its registered agent at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Discover resides in this judicial district and transacts business throughout the State of Delaware, including this judicial district. Furthermore, by incorporating in the State of Delaware, Discover has availed itself of Delaware law. Discover has previously admitted that this Court has personal jurisdiction over Discover.

16. Defendant Xerxes Engineering LLC is a limited liability company organized under the laws of the State of Minnesota with a registered office at 7735 Xerxes Avenue S., Minneapolis, Minnesota 55423. Upon information and belief, Xerxes transacts business throughout the United States including the State of Delaware and this judicial district through at least its offering of mobile phone and tablet applications.

JURISDICTION AND VENUE

17. This Court has exclusive jurisdiction over the subject matter of the Complaint under 28 U.S.C. §§ 1331 and 1338(a).

18. Personal jurisdiction over Defendants is proper in this Court. Venue in this judicial district is proper under 28 U.S.C. §§ 1391(b), (c) and/or 1400(b).

DEFENDANTS' ACCUSED SERVICES

19. MasterCard markets and sells a payment solution known as the MasterCard inControl technology. One aspect of inControl involves limited use account numbers.

20. The inControl technology is offered for sale to and/or employed by various financial institutions in the United States and elsewhere.

21. MasterCard also offers a technology known as the Controlled Payment Numbers service ("CPN Technology"). The CPN Technology is one of the features currently marketed and sold by MasterCard under the name "inControl." MasterCard has marketed and sold its CPN Technology to financial institutions in the United States.

22. One feature of the CPN Technology involves limited use, or virtual card numbers for making payments.

23. Citigroup offers a service known as the Virtual Account Numbers service.

24. Citigroup's Virtual Account Numbers service is based on and makes use of MasterCard's CPN Technology.

25. In fact, Citigroup's Virtual Account Numbers service was solely provided by MasterCard and uses the CPN Technology.

26. Discover offers a service known as the Secure Online Account Numbers service.

27. Discover's Secure Online Account Numbers service is based on and makes use of MasterCard's CPN Technology.

28. In fact, Discover's Secure Online Account Numbers service was solely provided by MasterCard and uses the CPN Technology.

29. MasterCard is obligated to indemnify Citigroup and Discover against allegations of patent infringement based on their use of the CPN Technology.

30. In other patent infringement actions relating to the CPN Technology, MasterCard received indemnification demands from Citigroup and Discover and reaffirmed that it would indemnify each.

31. Xerxes offers a mobile application known as the Virtual Card App for the iPad™, iPhone® and iPod Touch®.

32. Xerxes' Virtual Card App communicates with Citigroup to allow a user to access Citigroup's Virtual Account Numbers service via a mobile device.

33. Xerxes' Virtual Card App communicates with Discover to allow a user to access Discover's Secure Online Account Numbers service via a mobile device.

NOTICE, KNOWLEDGE AND WILLFULNESS

MASTERCARD

34. On or about March 10, 2011, a representative for D'Agostino sent an email to MasterCard offering to license D'Agostino's patent rights (the "Acquisition Email").

35. MasterCard representatives – Colm Dobbyn, Garry Lyons and Ed McLaughlin – received the Acquisition Email.

36. Colm Dobbyn is and/or was the Group Executive, Associate General Counsel and Head of Intellectual Property at MasterCard International Incorporated.

37. Garry Lyons is and/or was the Chief Innovation Officer at MasterCard International Incorporated.

38. Ed McLaughlin is and/or was the Chief Emerging Payments Officer at MasterCard International Incorporated.

39. The Acquisition Email identified the '486 Patent as well as patent application Serial No. 12/902,399, which ultimately issued as the '988 Patent ("the '988 Application").

40. Accordingly, MasterCard had notice of the '486 Patent at least as early as March 10, 2011, the date the Acquisition Email was received.

41. The '988 Application was published on March 24, 2011 as US 2011/0071945.

42. The invention as claimed in the '988 Patent is substantially identical to the invention as claimed in the published '988 Application.

43. Accordingly, MasterCard has had notice of the '988 Patent and its infringement thereof since prior to March 24, 2011, the date it was published by the Patent Office.

44. Accordingly, MasterCard knew or reasonably should have known that its service offerings likely infringed the claims of the '988 Application and, ultimately, the '988 Patent.

45. MasterCard also knew or reasonably should have known that its service offerings likely infringed the claims of the '486 Patent.

46. Upon information and belief, MasterCard had notice of the '486 Patent and its infringement thereof since at least as early as November 23, 2010, the date it was issued by the Patent Office.

47. Additionally, MasterCard (at least through its affiliates) has been aware of D'Agostino and his patent rights for over one decade.

48. On October 25, 2002, attorneys for Orbiscom sent a letter to D'Agostino regarding United States Patent No. 6,324,526 (from which the '486 Patent and '988 Patent claim priority) ("the '526 Patent").

49. Additionally, Orbis Patents Ltd., an affiliate of MasterCard, has identified multiple D'Agostino patents during prosecution of its own patent rights relating to similar technologies. In fact, Orbis Patents Ltd. has identified at least three D'Agostino patents – the '526 Patent; Publication No. US 2002/0120587; and Publication No. US 2006/0031161, the

publication that ultimately issued as the '486 Patent (from which the '988 Patent claims priority) – during prosecution of at least the following patents to which it claims rights: United States Patent Nos. 7,136,835; 7,433,845; 7,567,934; 7,571,142; 7,593,896; and 7,895,122.

50. Moreover, on or about April 11, 2012, MasterCard (through Charles F. Wieland of Buchanan Ingersoll & Rooney PC) contacted a representative of D'Agostino via telephone and stated that, unless D'Agostino was willing to grant a license at a value of “five figures” (with a potential for reaching six figures), MasterCard intended to pursue reexamination of D'Agostino's patent rights.

51. On or about September 12, 2012, MasterCard (through Wieland) filed an 83-page Request for *Ex Parte* Reexamination of the '988 Patent.

52. In the Request for *Ex Parte* Reexamination of the '988 Patent, MasterCard (through Wieland) contended: “Mr. D'Agostino did not explain the relevance of any of the documents cited [in an Information Disclosure Statement], point to any as particularly relevant, did not identify those previously relied upon, nor did he point out that the claims of the '526 patent were cancelled in light of prior art during reexamination over, among other patents, the Cohen patent relied upon therein.”

53. To the contrary, in the file wrapper of the '486 Patent (to which the '988 Patent claims priority as a continuation thereof), D'Agostino specifically stated: “As examiner requested, applicant points out the following with regard to the previously filed information disclosure statements. In view of the now completed Ex parte reexamination of U.S. patent 6,324,526 which is the grandparent of this application, applicant cites the following references[:] U.S. Patent No. 6,422,462 to Cohen; U.S. Patent No. 5,826,243 to Musmanno; [and] U.S. Patent No. 6,298,335 to Burnstein.”

54. Notably, the examiner of the '486 Patent also examined the continuation '988 Patent.

55. On or about December 6, 2012, the Patent Office entered an Order Denying Request for *Ex Parte* Reexamination stating: "No substantial question of patentability affecting claims 1-38 of US Patent 8,036,988 is raised by the present request for ex parte reexamination and the prior art cited therein."

56. Undeterred, on or about January 7, 2013, MasterCard (through Wieland) filed a Petition for Review of the Order Denying Request for *Ex Parte* Reexamination.

57. Accordingly, MasterCard's infringement has been and continues to be willful and with complete disregard for the rights of D'Agostino.

CITIGROUP

58. On or about March 10, 2011, a representative for D'Agostino sent the Acquisition Email to Citigroup.

59. Accordingly, Citigroup had notice of the '486 Patent at least as early as March 10, 2011, the date the Acquisition Email was received.

60. Likewise, Citigroup had notice of the '988 Patent and its infringement thereof since prior to March 24, 2011, the date it was published by the Patent Office.

61. Citigroup knew or reasonably should have known that its service offerings likely infringed the claims of the '988 Application and, ultimately, the '988 Patent.

62. Citigroup also knew or reasonably should have known that its service offerings likely infringed the claims of the '486 Patent.

63. Citigroup's infringement has been and continues to be willful and with complete disregard for the rights of D'Agostino.

DISCOVER

64. On or about March 10, 2011, a representative for D'Agostino sent the Acquisition Email to Discover.

65. Accordingly, Discover had notice of the '486 Patent at least as early as March 10, 2011, the date the Acquisition Email was received.

66. Likewise, Discover had notice of the '988 Patent and its infringement thereof since prior to March 24, 2011, the date it was published by the Patent Office.

67. Discover knew or reasonably should have known that its service offerings likely infringed the claims of the '988 Application and, ultimately, the '988 Patent.

68. Discover also knew or reasonably should have known that its service offerings likely infringed the claims of the '486 Patent.

69. Discover's infringement has been and continues to be willful and with complete disregard for the rights of D'Agostino.

XERXES

70. Xerxes will have had notice of the '988 Patent and the '486 Patent and its infringement thereof at least as early as the filing of this Complaint.

71. Accordingly, Xerxes' continued infringement from the filing of this Complaint will be willful and with disregard for the rights of D'Agostino.

72. To the extent required by law, D'Agostino has complied with the provisions of 35 U.S.C. § 287.

COUNT I – PATENT INFRINGEMENT
UNITED STATES PATENT NO. 8,036,988

73. D’Agostino realleges and incorporates by reference paragraphs 1 through 72, inclusive, as though fully set forth herein.

CITIGROUP

74. Citigroup has and continues to directly infringe at least independent claim 21 of the ‘988 Patent through the manufacture, use, offer for sale and/or sale of its Virtual Account Numbers service, other services that utilize MasterCard’s CPN Technology, and/or other services that operate in the same or similar manner (the “Citigroup Accused Services”).

75. Particularly, the Citigroup Accused Services provide a method for implementing a system for performing secure credit card purchases.

76. In relation to its provision of the Citigroup Accused Services, Citigroup receives account information from an account holder identifying an account that is used to make credit card purchases.

77. In relation to its provision of the Citigroup Accused Services, Citigroup receives a request from an account holder for a transaction code to make a purchase wherein the purchase is at least limited to a single merchant.

78. In relation to its provision of the Citigroup Accused Services, Citigroup generates a transaction code to make a purchase.

79. In relation to its provision of the Citigroup Accused Services, Citigroup communicates a generated transaction code to an account holder.

80. In relation to its provision of the Citigroup Accused Services, Citigroup receives a request to authorize payment for a purchase using a generated transaction code.

81. In relation to its provision of the Citigroup Accused Services, Citigroup authorizes payment for a purchase.

82. Citigroup's direct infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

DISCOVER

83. Discover has and continues to directly infringe at least independent claim 21 of the '988 Patent through the manufacture, use, offer for sale and/or sale of its Secure Online Account Numbers service, other services that utilize MasterCard's CPN Technology, and/or other services that operate in the same or similar manner (the "Discover Accused Services").

84. Particularly, the Discover Accused Services provide a method for implementing a system for performing secure credit card purchases.

85. In relation to its provision of the Discover Accused Services, Discover receives account information from an account holder identifying an account that is used to make credit card purchases.

86. In relation to its provision of the Discover Accused Services, Discover receives a request from an account holder for a transaction code to make a purchase wherein the purchase is at least limited to a single merchant.

87. In relation to its provision of the Discover Accused Services, Discover generates a transaction code to make a purchase.

88. In relation to its provision of the Discover Accused Services, Discover communicates a generated transaction code to an account holder.

89. In relation to its provision of the Discover Accused Services, Discover receives a request to authorize payment for a purchase using a generated transaction code.

90. In relation to its provision of the Discover Accused Services, Discover authorizes payment for a purchase.

91. Discover's direct infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

MASTERCARD

92. MasterCard has and continues to indirectly infringe at least independent claim 21 of the '988 Patent by inducing and/or contributing to others' direct infringement through their use of services that are based on and make use of MasterCard's CPN Technology. The direct infringers of the '988 Patent include at least Citigroup and Discover.

93. As described above, MasterCard has had notice of the '988 Patent and its infringement thereof since prior to March 24, 2011, the publication date of the '988 Patent.

94. MasterCard provides advertising, instructions and support services with the specific intent that the Citigroup Accused Services will be used in a manner that infringes the '988 Patent. At a minimum, MasterCard knew or should have known that its activities would lead to infringement of the '988 Patent.

95. As described above, Citigroup does, in fact, perform the steps of claim 21 of the '988 Patent.

96. MasterCard also provides advertising, instructions and support services with the specific intent that the Discover Accused Services will be used in a manner that infringes the

‘988 Patent. At a minimum, MasterCard knew or should have known that its activities would lead to infringement of the ‘988 Patent.

97. As described above, Discover does, in fact, perform the steps of claim 21 of the ‘988 Patent.

98. Upon information and belief, MasterCard’s CPN Technology, as integrated with Citigroup’s Accused Services, is unsuited for any commercial non-infringing use.

99. MasterCard knew or reasonably should have known that its CPN Technology, as integrated with Citigroup’s Accused Services, was especially made for use in an infringement of the ‘988 Patent.

100. Upon information and belief, MasterCard’s CPN Technology, as integrated with Discover’s Accused Services, is unsuited for any commercial non-infringing use.

101. MasterCard knew or reasonably should have known that its CPN Technology, as integrated with Discover’s Accused Services, was especially made for use in an infringement of the ‘988 Patent.

102. MasterCard’s indirect infringement as described above has injured and will continue to injure D’Agostino as long as such infringement continues. D’Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

XERXES

103. Xerxes has and continues to indirectly infringe at least claim 21 of the ‘988 Patent by inducing and/or contributing to others’ direct infringement through their use of services that interact with Xerxes’ Virtual Card App. The direct infringers of the ‘988 Patent include at least Citigroup and Discover.

104. Xerxes will have had notice of the '988 Patent and its infringement thereof since at least the filing of this Complaint.

105. Xerxes provides advertising and instructions about the infringing uses of its Virtual Card App with the specific intent that the Citigroup Accused Services will be used in a manner that infringes the '988 Patent. At a minimum, as of the filing of this Complaint, Xerxes knows or should know that its activities will lead to infringement of the '988 Patent.

106. Citigroup performs the steps of claim 21 of the '988 Patent when Xerxes' Virtual Card App is used to generate limited use credit card numbers from a Citigroup account.

107. Xerxes provides advertising and instructions about the infringing uses of its Virtual Card App with the specific intent that the Discover Accused Services will be used in a manner that infringes the '988 Patent. At a minimum, as of the filing of this Complaint, Xerxes knows or should know that its activities will lead to infringement of the '988 Patent.

108. Discover performs the steps of claim 21 of the '988 Patent when its customers use Xerxes' Virtual Card App to generate limited use credit card numbers from a Discover account.

109. Upon information and belief, Xerxes' Virtual Card App, as integrated with Citigroup's Accused Services, is unsuited for any commercial non-infringing use.

110. Xerxes now knows or reasonably should know that its Virtual Card App, as integrated with Citigroup's Accused Services, is especially made for use in an infringement of the '988 Patent.

111. Upon information and belief, Xerxes' Virtual Card App, as integrated with Discover's Accused Services, is unsuited for any commercial non-infringing use.

112. Xerxes now knows or should reasonably know that its Virtual Card App, as integrated with Discover's Accused Services, is especially made for use in an infringement of the '988 Patent.

113. Xerxes's indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

**COUNT II – PATENT INFRINGEMENT
UNITED STATES PATENT NO. 7,840,486**

114. D'Agostino realleges and incorporates by reference paragraphs 1 through 72, inclusive, as though fully set forth herein.

CITIGROUP AND MASTERCARD

115. MasterCard, Citigroup and their respective customers undertake activity that results in the infringement of at least independent claim 1 of the '486 Patent in connection with Citigroup's Accused Services that integrate with MasterCard's CPN Technology.

116. Particularly, the Citigroup Accused Services provide a method of performing secure credit card purchases.

117. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup's customers contact Citigroup to make credit card purchases.

118. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup's customers supply Citigroup with at least account identification data of said customers' accounts.

119. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup defines a payment category including at least limiting purchases to a single merchant for at least one transaction.

120. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup's customers designate said payment category.

121. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup generates a transaction code by a processing computer.

122. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup's customers communicate said transaction code to a merchant to consummate a purchase.

123. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup verifies that said defined purchase parameters are within said designated payment category.

124. In relation to Citigroup's provision of the Citigroup Accused Services, Citigroup provides authorization for said purchase.

125. MasterCard has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform the steps of the method claim through use of Citigroup's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Citigroup and Citigroup's customers.

126. As described above, MasterCard has had notice of the '486 Patent and its infringement thereof since at least as early as March 10, 2011, if not as of November 23, 2010.

127. MasterCard provides advertising, instructions and support services with the specific intent that Citigroup's Accused Services will be used in a manner that infringes the '486

Patent. At a minimum, MasterCard knew or should have known that its activities would lead to infringement of the '486 Patent.

128. As described above, Citigroup and its customers perform the steps of claim 1 of the '486 Patent.

129. Upon information and belief, MasterCard's CPN Technology, as integrated with Citigroup's Accused Services, is unsuited for any commercial non-infringing use.

130. MasterCard knew or reasonably should have known that its CPN Technology, as integrated with Citigroup's Accused Services, was especially made for use in an infringement of the '486 Patent.

131. MasterCard's indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

132. Citigroup has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform those steps of the method claim that it does not perform through use of Citigroup's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Citigroup and Citigroup's customers.

133. As described above, Citigroup has had notice of the '486 Patent and its infringement thereof since at least as early as March 10, 2011.

134. Citigroup provides advertising, instructions and support services with the specific intent that Citigroup's Accused Services will be used in a manner that infringes the '486 Patent. At a minimum, Citigroup knew or should have known that its activities would lead to infringement of the '486 Patent.

135. As described above, Citigroup's customers perform the steps of claim 1 of the '486 Patent that Citigroup does not perform itself.

136. Upon information and belief, Citigroup's Accused Services are unsuited for any commercial non-infringing use.

137. Citigroup knew or reasonably should have known that Citigroup's Accused Services, were especially made for use in an infringement of the '486 Patent.

138. Citigroup's indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

DISCOVER AND MASTERCARD

139. MasterCard, Discover and their respective customers undertake activity that results in the infringement of at least independent claim 1 of the '486 Patent in connection with Discover's Accused Services that integrate with MasterCard's CPN Technology.

140. Particularly, the Discover Accused Services provide a method of performing secure credit card purchases.

141. In relation to Discover's provision of the Discover Accused Services, Discover's customers contact Discover to make credit card purchases.

142. In relation to Discover's provision of the Discover Accused Services, Discover's customers supply Discover with at least account identification data of said customers' accounts.

143. In relation to Discover's provision of the Discover Accused Services, Discover defines a payment category including at least limiting purchases to a single merchant for at least one transaction.

144. In relation to Discover's provision of the Discover Accused Services, Discover's customers designate said payment category.

145. In relation to Discover's provision of the Discover Accused Services, Discover generates a transaction code by a processing computer.

146. In relation to Discover's provision of the Discover Accused Services, Discover's customers communicate said transaction code to a merchant to consummate a purchase.

147. In relation to Discover's provision of the Discover Accused Services, Discover verifies that said defined purchase parameters are within said designated payment category.

148. In relation to Discover's provision of the Discover Accused Services, Discover provides authorization for said purchase.

149. MasterCard has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform the steps of the method claim through use of Discover's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Discover and Discover's customers.

150. As described above, MasterCard has had notice of the '486 Patent and its infringement thereof since at least as early as March 10, 2011, if not as of November 23, 2010.

151. MasterCard provides advertising, instructions and support services with the specific intent that the Discover Accused Services will be used in a manner that infringes the '486 Patent. At a minimum, MasterCard knew or should have known that its activities would lead to infringement of the '486 Patent.

152. As described above, Discover and its customers perform the steps of claim 1 of the '486 Patent.

153. Upon information and belief, MasterCard's CPN Technology, as integrated with Discover's Accused Services, is unsuited for any commercial non-infringing use.

154. MasterCard knew or reasonably should have known that its CPN Technology, as integrated with Discover's Accused Services, was especially made for use in an infringement of the '486 Patent.

155. MasterCard's indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

156. Discover has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform those steps of the method claim that it does not perform through use of Discover's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Discover and Discover's customers.

157. As described above, Discover has had notice of the '486 Patent and its infringement thereof since at least as early as March 10, 2011.

158. Discover provides advertising, instructions and support services with the specific intent that Discover's Accused Services will be used in a manner that infringes the '486 Patent. At a minimum, Discover knew or should have known that its activities would lead to infringement of the '486 Patent.

159. As described above, Discover's customers perform the steps of claim 1 of the '486 Patent that Discover does not perform itself.

160. Upon information and belief, Discover's Accused Services are unsuited for any commercial non-infringing use.

161. Discover knew or reasonably should have known that Discover's Accused Services were especially made for use in an infringement of the '486 Patent.

162. Discover's indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

CITIGROUP AND XERXES

163. Xerxes, Citigroup and their respective customers undertake activity that results in the infringement of at least independent claim 1 of the '486 Patent in connection with Xerxes' Virtual Card App as integrated with Citigroup's Accused Services.

164. Particularly, Xerxes' Virtual Card App provides a method of performing secure credit card purchases.

165. When using Xerxes' Virtual Card App, Citigroup's customers contact Citigroup to make credit card purchases.

166. When using Xerxes' Virtual Card App, Citigroup's customers supply Citigroup with at least account identification data of said customers' accounts.

167. To facilitate the operation of Xerxes' Virtual Card App, Citigroup defines a payment category including at least limiting purchases to a single merchant for at least one transaction.

168. When using Xerxes' Virtual Card App, Citigroup's customers designate said payment category.

169. To facilitate the operation of Xerxes' Virtual Card App, Citigroup generates a transaction code by a processing computer.

170. When using Xerxes' Virtual Card App, Citigroup's customers communicate said transaction code to a merchant to consummate a purchase.

171. To facilitate the operation of Xerxes' Virtual Card App, Citigroup verifies that said defined purchase parameters are within said designated payment category.

172. To facilitate the operation of Xerxes' Virtual Card App, Citigroup provides authorization for said purchase.

173. Xerxes has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform the steps of the method claim through use of Xerxes' Virtual Card App as integrated with Citigroup's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Citigroup and Citigroup's customers.

174. As described above, Xerxes will have had notice of the '486 Patent and its infringement thereof since at least as early as the filing of this Complaint.

175. Xerxes provides advertising, instructions and support services with the specific intent that Xerxes' Virtual Card App, as integrated with Citigroup's Accused Services, will be used in a manner that infringes the '486 Patent. At a minimum, Xerxes should now know that its activities will lead to infringement of the '486 Patent.

176. As described above, Citigroup and its customers perform the steps of claim 1 of the '486 Patent.

177. Upon information and belief, Xerxes' Virtual Card App, as integrated with Citigroup's Accused Services, is unsuited for any commercial non-infringing use.

178. Xerxes now knows or should reasonably know that its Virtual Card App, as integrated with Citigroup's Accused Services, was especially made for use in an infringement of the '486 Patent.

179. Xerxes' indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

180. Citigroup has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform those steps of the method claim that it does not perform through use of Xerxes' Virtual Card App as integrated with Citigroup's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Citigroup and Citigroup's customers.

181. As described above, Citigroup has had notice of the '486 Patent and its infringement thereof since at least as early as March 10, 2011.

182. Upon information and belief, Citigroup provides support services with the specific intent that Xerxes' Virtual Card App, as integrated with Citigroup's Accused Services, will be used in a manner that infringes the '486 Patent. At a minimum, Citigroup knew or should have known that its activities would lead to infringement of the '486 Patent.

183. As described above, Citigroup's customers perform the steps of claim 1 of the '486 Patent that Citigroup does not perform itself.

184. Upon information and belief, Citigroup's Accused Services are unsuited for any commercial non-infringing use.

185. Citigroup knew or reasonably should have known that Citigroup's Accused Services were especially made for use in an infringement of the '486 Patent.

186. Citigroup's indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover

damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

DISCOVER AND XERXES

187. Xerxes, Discover and their respective customers undertake activity that results in the infringement of at least independent claim 1 of the '486 Patent in connection with Xerxes' Virtual Card App as integrated with Discover's Accused Services.

188. Particularly, Xerxes' Virtual Card App provides a method of performing secure credit card purchases.

189. When using Xerxes' Virtual Card App, Discover's customers contact Discover to make credit card purchases.

190. When using Xerxes' Virtual Card App, Discover's customers supply Discover with at least account identification data of said customers' accounts.

191. To facilitate the operation of Xerxes' Virtual Card App, Discover defines a payment category including at least limiting purchases to a single merchant for at least one transaction.

192. When using Xerxes' Virtual Card App, Discover's customers designate said payment category.

193. To facilitate the operation of Xerxes' Virtual Card App, Discover generates a transaction code by a processing computer.

194. When using Xerxes' Virtual Card App, Discover's customers communicate said transaction code to a merchant to consummate a purchase.

195. To facilitate the operation of Xerxes' Virtual Card App, Discover verifies that said defined purchase parameters are within said designated payment category.

196. To facilitate the operation of Xerxes' Virtual Card App, Discover provides authorization for said purchase.

197. Xerxes has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform the steps of the method claim through use of Xerxes' Virtual Card App as integrated with Discover's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Discover and Discover's customers.

198. As described above, Xerxes will have had notice of the '486 Patent and its infringement thereof since at least as early as the filing of this Complaint.

199. Xerxes provides advertising, instructions and support services with the specific intent that Xerxes' Virtual Card App, as integrated with Discover's Accused Services, will be used in a manner that infringes the '486 Patent. At a minimum, Xerxes should now know that its activities will lead to infringement of the '486 Patent.

200. As described above, Discover and its customers perform the steps of claim 1 of the '486 Patent.

201. Upon information and belief, Xerxes' Virtual Card App, as integrated with Discover's Accused Services, is unsuited for any commercial non-infringing use.

202. Xerxes now knows or reasonably should know that its Virtual Card App, as integrated with Citigroup's Accused Services, was especially made for use in an infringement of the '486 Patent.

203. Xerxes' indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

204. Discover has and continues to indirectly infringe at least independent claim 1 of the '486 Patent by inducing others to perform those steps of the method claim that it does not perform through use of Xerxes' Virtual Card App as integrated with Discover's Accused Services. The parties that jointly perform each of the steps of at least claim 1 are Discover and Discover's customers.

205. As described above, Discover has had notice of the '486 Patent and its infringement thereof since at least as early as March 10, 2011.

206. Upon information and belief, Discover provides support services with the specific intent that Xerxes' Virtual Card App, as integrated with Discover's Accused Services, will be used in a manner that infringes the '486 Patent. At a minimum, Discover knew or should have known that its activities will lead to infringement of the '486 Patent.

207. As described above, Discover's customers perform the steps of claim 1 of the '486 Patent that Discover does not perform itself.

208. Upon information and belief, Discover's Accused Services are unsuited for any commercial non-infringing use.

209. Discover knew or reasonably should have known that Discover's Accused Services were especially made for use in an infringement of the '486 Patent.

210. Discover's indirect infringement as described above has injured and will continue to injure D'Agostino as long as such infringement continues. D'Agostino is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

PRAYER FOR RELIEF

WHEREFORE, D'Agostino respectfully requests this Court to enter judgment against Defendants and against their respective subsidiaries, successors, parents, affiliates, officers, directors, agents, servants, employees, and all persons in active concert or participation with them, granting the following relief:

A. The entry of judgment in favor of D'Agostino and against Defendants, specifically including:

1. A finding that Citigroup directly infringes the '988 Patent;
2. A finding that Discover directly infringes the '988 Patent;
3. A finding that MasterCard indirectly infringes the '988 Patent;
4. A finding that Xerxes indirectly infringes the '988 Patent;
5. A finding that Citigroup indirectly infringes the '486 Patent;
6. A finding that Discover indirectly infringes the '486 Patent;
7. A finding that MasterCard indirectly infringes the '486 Patent; and
8. A finding that Xerxes indirectly infringes the '486 Patent;

B. An award of damages against Defendants adequate to compensate D'Agostino for the infringement that has occurred, but in no event less than a reasonable royalty as permitted by 35 U.S.C. § 284, together with prejudgment interest from the date the infringement began;

C. A finding that the infringement of each of the Defendants is willful, and awarding treble or otherwise increased damages as provided by 35 U.S.C. § 284;

D. A finding that this case is exceptional and an award to D'Agostino of his reasonable attorneys' fees and costs as provided by 35 U.S.C. § 285;

E. A permanent injunction prohibiting further infringement of the Patents-in-Suit;
and

F. Such other relief to which D'Agostino is entitled under the law and any other and further relief that this Court or a jury may deem just and proper.

JURY DEMAND

D'Agostino demands a trial by jury on all issues so triable as presented in this Complaint.

Dated: April 26, 2013

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