IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

YODLEE, INC.,

    Plaintiff,

    v.

PLAID TECHNOLOGIES INC.,

    Defendant.

C. A. No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Yodlee Inc. ("Yodlee") for its complaint against Plaid Technologies Inc.

("Plaid" or "Defendant") requesting damages and other relief, and alleging as follows:

NATURE OF THE ACTION

1.   This is an action for infringement of United States Patent No. 6,199,077 (the

"'077 patent"), United States Patent No. 6,317,783 (the "'783 patent"), United States Patent No.

6,510,451 (the "'451 patent"), United States Patent No. 7,263,548 (the "'548 patent"), United

States Patent No. 7,424,520 (the "'520 patent"), United States Patent No. 7,752,535 (the "'535

patent"), and United States Patent No. 8,266,515 (the "'515 patent") (collectively, "Asserted

Patents") under 35 U.S.C. §§ 271, *et seq.*

THE PARTIES

2.   Plaintiff Yodlee is a corporation organized and existing under the laws of the

State of Delaware with a principal place of business at 3600 Bridge Parkway, Suite 200,

Redwood City, California 94065. Yodlee develops software and services that allow users to

view all financial and other personal accounts in one place. Yodlee also develops applications to

help consumers manage their finances online through features such as personal financial management, bill payment, expense tracking, and investment management.

3.   Upon information and belief, Defendant Plaid is a corporation organized and existing under the laws of the State of Delaware with a principal place of business at 25 Maiden Lane, San Francisco, California 94108. According to its website, Plaid offers a competing software application programming interface ("API") that allows users and developers to interact with financial institutions.

4.   Upon information and belief, the officers of Defendant Plaid formerly operated under the name CopperDog Inc. ("CopperDog"), which was also a corporation organized and existing under the laws of the State of Delaware with a principal place of business at 4230 Stoney Brook Rd, Clemmons, NC 27012.

JURISDICTION AND VENUE

5.   This action arises under the patent laws of the United States of America, United States Code, Title 35, Section 1, *et seq*. This Court has subject matter jurisdiction over the action pursuant to 28 U.S.C. §§ 1331 and 1338.

6.   Venue is proper in the District of Delaware under 28 U.S.C. § 1391(b) and 28 U.S.C. § 1400(b).

7.   This Court has personal jurisdiction over Plaid because Plaid is incorporated in the State of Delaware and has purposefully availed itself of the privilege of conducting activities within this State and District.

BACKGROUND

8.   Plaintiff Yodlee was founded in 1999. Over the past fifteen years, it has become the leading provider of account aggregation services and personal financial management

applications through software it developed from the ground up. More than 750 organizations in

over 10 countries use Yodlee's services and applications, including 9 of the 15 largest banks in

the United States. Yodlee has over 16 million paid users and reaches more than 100 million end

users through its network of financial institutions. In October 2014, Yodlee completed its initial

public offering.

9.   According to its website, Defendant Plaid considers itself to be "the API for

banking data." The API gives developers the ability to integrate with banking institutions and

access and authorize personal user accounts at those institutions.

10.   On February 11, 2012, Zach Perret, co-founder of Defendant Plaid and president

of CopperDog, signed a nondisclosure agreement ("NDA") with Yodlee. The NDA was a

proactive measure taken prior to granting CopperDog access to Yodlee's confidential

technology. By signing the agreement, Zach Perret and his company CopperDog agreed to

protect the secrecy of Yodlee's confidential information and technology and not use that

confidential information and technology for unauthorized purposes.

11.   On April 5, 2012, Zach Perret signed a 30-day evaluation license agreement

("Evaluation Agreement") giving him, William Hockey, another co-founder of Defendant Plaid

and the technical contact at CopperDog, and the company access to use and explore Yodlee's

software development kit ("SDK"). Specifically, the Evaluation Agreement provided access to

Yodlee's core technology in the form of C# source code, Java binary files, sample application

codes, and development environments. The Evaluation Agreement also provided use of

Yodlee's aggregation services to pull real user account data from financial institutions.

12.   On April 6, 2012, Zach Perret was provided login credentials to Yodlee's

developer resources. The login credentials allowed downloading of a multitude of confidential,

and highly informative, technical documents including the "Yodlee Aggregation SDK FAQs,"
"Yodlee Aggregation SDK Quick Reference Guide," "Yodlee SDK Developers Guide v11.0,"
"Yodlee PersonalFinance SDK Implementation Guide v11.0," and application files.

13.   According to its website, at around this time Defendant Plaid started operations,
acquiring its first customer shortly thereafter. On July 20, 2012, Plaid became an official
corporation of the State of Delaware.

14.   On November 16, 2012, Zach Perret was provided another set of 30-day
evaluation login credentials to Yodlee's developer resources.

15.   On November 16, 2012, Defendant also received two pricing proposals from
Yodlee that would grant Defendant a one-year license to use Yodlee's aggregation APIs. Along
with those pricing proposals were hyperlinks to four documents containing Yodlee confidential
technical and security information. Two of those documents, "Yodlee Categorization Engine
Overview v11.0" and "Yodlee Data Model v11," contain notices that the technology presented in
the documentation is "protected by one or more U.S. Patents or Patents Pending." Furthermore,
it is highly likely that both of these documents were read by both co-founders of Defendant
because both documents state that they should be read by the "Product Functional Lead" and
"Technical Lead" of the licensee. Upon information and belief, in the case of Defendant, those
people are Zach Perret and William Hockey, respectively.

16.   On January 10, 2013, Defendant entered into a one-year services agreement
("Services Agreement") to begin fully licensing Yodlee's services. Pursuant to the Services
Agreement, Defendant was required to pay Yodlee on January 21, 2013.

17.   After three months of maintaining Defendant's user environment without payment, on April 9, 2013, Defendant was notified that the contract would be terminated if payment was not received by April 15, 2013.

18.   On April 15, 2013, Defendant stated that it wanted to cancel the Services Agreement and avoid full payment. Defendant sent a payment amount for a portion of the total outstanding, and the Services Agreement was terminated.

19.   Upon information and belief, Defendant has used the knowledge acquired through its prolonged use of Yodlee's technology, including Yodlee's technical documentation, developer resources, and aggregation platform, to develop competing software and services that also infringe the Asserted Patents. Upon information and belief, by leveraging its infringing software and services, Defendant has managed to raise at least $2.8 million in funding as of September 2013.

20.   Upon information and belief, Defendant has sold and offered for sale and continues to sell and offer for sale use of its software and services in the United States, including in Delaware. Defendant instructs its customers on how to use and access its software and services from publicly available documentation on its website. Defendant encourages its customers to visit its developer page which provides code and support helpful to use and access its software and services.

21.   Upon information and belief, Defendant has used and continues to use its software and services in the United States, including in Delaware, to provide account aggregation and personal financial management services to its customers.

22.   Upon information and belief, Defendant has knowledge of the Asserted Patents by at least the date of this Complaint. Upon information and belief, at least Plaid founders Zach

DOCKET ALARM

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts

Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research

With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips

Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.

fastcase®
Smarter legal research.