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10 Attorneys for Plaintiff  
PI-NET INTERNATIONAL, INC.

11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA

14  
15 PI-NET INTERNATIONAL, INC.,

16 Plaintiff,

17 v.

18 BRIDGE BANK,

19 Defendant.

**E-filing**  
**FILED**  
SEP 24 2012  
RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND  
**ADR**  
**C12-4959 PSG**

NO.  
COMPLAINT FOR PATENT  
INFRINGEMENT  
DEMAND FOR JURY TRIAL

20  
21 INTRODUCTION

22 1. Plaintiff PI-NET INTERNATIONAL, INC., files this complaint for patent  
23 infringement and jury demand against defendant BRIDGE BANK ("the defendant"), and  
24 alleges as follows:

25 PARTIES

26 2. Plaintiff PI-NET INTERNATIONAL, INC. ("PI-NET") is a California  
27 corporation with its principal place of business in Menlo Park, California. PI-NET has been  
28 a provider of innovative software products, services and solutions that enable distributed

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1 “Value-Added Network System For Enabling Real-Time, By-Directional Transactions On A  
2 Network” to Dr. Lakshmi Arunachalam. PI-NET is the assignee of all rights, title and  
3 interest in the '500 patent including the right to recover damages for past infringement. A  
4 copy of the '500 patent is attached to the complaint as exhibit A.

5 9. On January 31, 2012, the United States Patent and Trademark Office duly and  
6 legally issued United States Patent Number 8,108,492 (the “492 patent”) entitled “Web  
7 Application Network Portal” to Dr. Lakshmi Arunachalam. PI-NET is the assignee of all  
8 rights, title and interest in the '492 patent, including the right to recover damages for past  
9 infringement. A copy of the '492 patent is attached to the complaint as exhibit B.

10 10. The '500 patent is valid and enforceable.

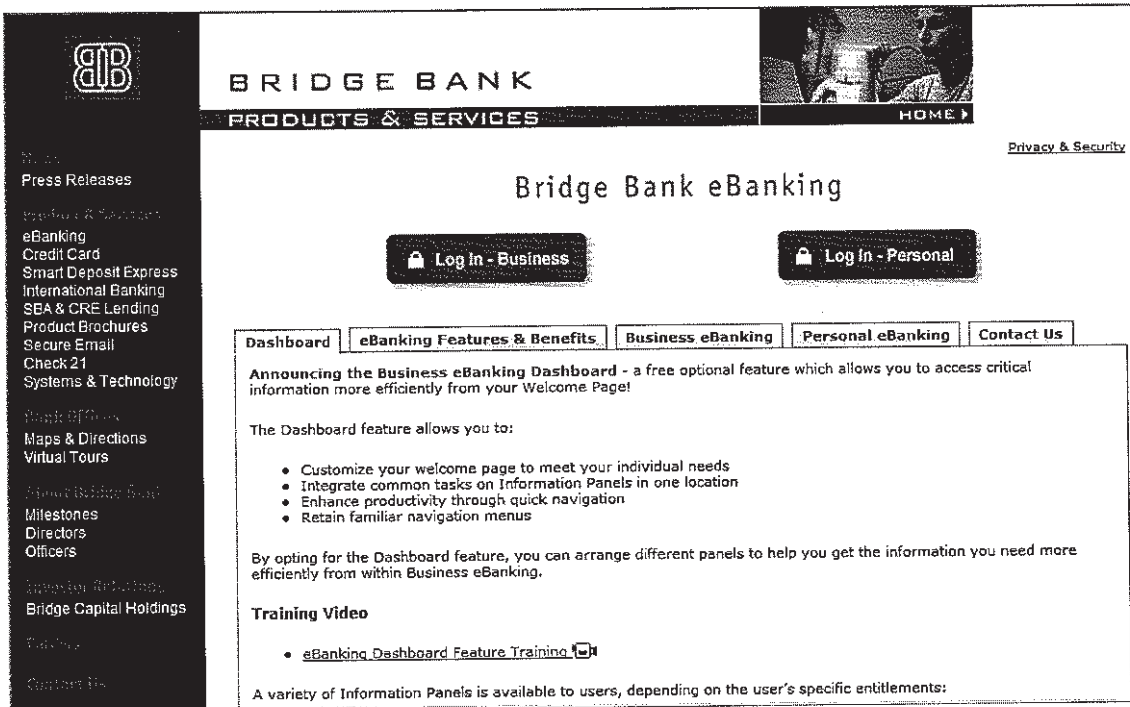
11 11. The '492 patent is valid and enforceable.

12 12. Defendant infringes the '500 patent directly, contributorily and/or by active  
13 inducement by conducting real-time two-way transactions on the Web concerning banking  
14 transactions from Web banking applications. Such capabilities include eBusiness banking,  
15 eRetail banking and other banking products and services. This real-time two-way  
16 transactional capability on the Web is described in the '500 patent and infringed by  
17 defendant.

18 13. Defendant infringes the '492 patent directly, contributorily and/or by active  
19 inducement by conducting real-time two-way transactions on the Web concerning banking  
20 transactions from Web banking applications. Such capabilities include eBusiness banking,  
21 eRetail banking and other banking products and services. This real-time two-way  
22 transactional capability on the Web is described in the '492 patent and infringed by  
23 defendant.

24 14. The online capabilities of defendant BRIDGE BANK infringe the '500 and  
25 '492 patents, exemplified, in part, by the following screen shot of its opening screen which  
26 displays the Web banking applications and eBusiness banking demos at  
27 [http://www.bridgebank.com/products\\_and\\_services/ebanking-video/](http://www.bridgebank.com/products_and_services/ebanking-video/) and ePersonal banking  
28 features at [http://www.bridgebank.com/products\\_and\\_services/ebanking.php](http://www.bridgebank.com/products_and_services/ebanking.php) of the

1 inventions of the patents-in-suit:



15 15. Defendant's infringing acts have been without express or implied license by  
16 PI-NET, and/or in violation of PI-NET'S rights or claims for relief.

17 FIRST CLAIM FOR RELIEF

18 INFRINGEMENT OF THE '500 PATENT

19 16. PI-NET incorporates by reference each and every allegation in paragraphs 1  
20 through 15, as though fully set forth herein.

21 17. Defendant has been and now is infringing, inducing the infringement of,  
22 and/or contributing to the infringement of the '500 patent, literally and/or under the doctrine  
23 of equivalence, by conducting real-time two-way transactions on the Web in connection  
24 with Web banking to their customers.

25 18. PI-NET has not authorized the defendant to use its technology for transactions  
26 over the Web with its customers as covered by the '500 patent.

27 19. As a result of defendant's infringing conduct, PI-NET has suffered and will  
28 continue to suffer, substantial and irreparable damage. Upon information and belief,

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1 defendant's infringement, induced infringement and/or its contributory infringement of the  
2 '500 patent will continue unless enjoined by this Court.

3 20. Defendant's infringement is and has been willful.

4 21. Upon information and belief, to the extent defendant lacked actual knowledge  
5 of the '500 patent prior to this lawsuit, at a minimum they had constructive notice of the '500  
6 patent by operation of at least 35 U.S.C. section 287.

7 22. PI-NET has no adequate remedy at law for defendant's infringement,  
8 contributory infringement, and/or induced infringement of the '500 patent. Unless the  
9 defendant's infringing activities are enjoined by this Court, PI-NET will continue to suffer  
10 monetary damages in an amount not yet determined.

11 SECOND CLAIM FOR RELIEF

12 INFRINGEMENT OF THE '492 PATENT

13 23. PI-NET incorporates by reference each and every allegation in paragraphs 1  
14 through 22, as though fully set forth herein.

15 24. Defendant has been and now is infringing, inducing the infringement of,  
16 and/or contributing to the infringement of the '492 patent, literally and/or under the doctrine  
17 of equivalents, by conducting real-time two-way transactions on the Web in connection with  
18 Web banking to their customers.

19 25. PI-NET has not authorized the defendant to use its technology for transactions  
20 over the Web with its customers as covered by the '492 patent.

21 26. As a result of defendant's infringing conduct, PI-NET has suffered and will  
22 continue to suffer, substantial and irreparable damage. Upon information and belief,  
23 defendant's infringement, induced infringement and/or its contributory infringement of the  
24 '500 patent will continue unless enjoined by this Court.

25 27. Defendant had knowledge of the '492 patent prior to filing of this complaint  
26 but has continued to engage in their infringing conduct nonetheless. Defendant's  
27 infringement is and has been willful.

28 ////

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- 1           11.    That the Court award a compulsory future royalty.  
2           12.    That PI-NET be awarded costs of Court; and  
3           13.    That PI-NET be awarded such other and further relief as the Court deems just  
4 and proper.

5  
6 Dated: September 20, 2012

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8  
9 By: 

10 André E. Jardini  
11 K.L. Myles  
12 Attorneys for Plaintiff  
13 PI-NET INTERNATIONAL, INC.  
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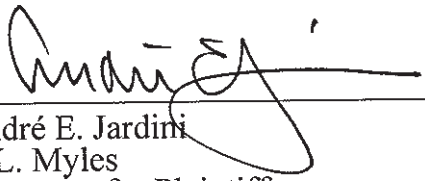
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DEMAND FOR JURY TRIAL

Plaintiff PI-NET INTERNATIONAL, INC., hereby demands a trial by jury in this matter.

Dated: September 20, 2012

KNAPP, PETERSEN & CLARKE

By:   
André E. Jardini  
K.L. Myles  
Attorneys for Plaintiff  
PI-NET INTERNATIONAL, INC.

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