IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IDENTITII LIMITED, Plaintiff, v. JPMORGAN CHASE & CO. and JPMORGAN CHASE BANK, N.A., Defendants.	)	C.A. No.: _____ **DEMAND FOR JURY TRIAL**

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Identitii Limited ("Plaintiff" or "Identitii"), through its attorneys, for its Complaint against JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "JPMC" or "Defendants") alleges as follows:

INTRODUCTION

1. This Complaint arises from JPMC's unlawful infringement of United States Patent No. 10,984,413 (the "'413 patent") owned by Identitii. The '413 patent is attached as Exhibit 1.

THE PARTIES

2. Identitii is an Australian public company with its principal place of business located at 388 George Street, Sydney, NSW, Australia 2000. Identitii is the sole owner by assignment of all rights, title and interest in the '413 patent, including the right to recover for past, present and future infringement and damages.

3. On information and belief, Defendant JPMorgan Chase & Co. is a corporation organized and existing under the law of the State of Delaware. JPMorgan Chase & Co. is registered to do business in the state of Delaware and this judicial district. JP Morgan Chase & Co. may be

served via its registered agent, The Corporation Trust Company, located at 1209 Orange St., Wilmington, Delaware 19801. JPMorgan Chase & Co. is one of the largest banking institutions in the United States and conducts business in the state of Delaware and this judicial district.

4. On information and belief, Defendant JPMorgan Chase Bank, N.A. is a national bank whose main office is located in Columbus, Ohio, as designated in its Articles of Association with offices in this judicial district. On information and belief, JPMorgan Chase Bank, N.A. is a wholly owned subsidiary of Defendant JPMorgan Chase & Co.

JURISDICTION AND VENUE

5. This action arises under the patent laws of the United States, Title 35 of the United States Code. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Defendants in this action because each has committed and continues to commit acts within this District giving rise to this action and have established minimum contacts with this forum such that the exercise of jurisdiction over each would not offend traditional notions of fair play and substantial justice. Defendants directly and through subsidiaries or intermediaries, have committed and continue to commit acts of infringement in this District, by among other things, making, using, offering to sell and selling the Accused Instrumentalities, including the Oynx products and services, including "Liink by J.P. Morgan."

7. Venue is proper in this Court under 28 U.S.C. §§ 1391 and 1400(b). JPMorgan Chase & Co. resides in this District. JPMorgan Chase & Co. has chosen to incorporate in the state of Delaware, thereby receiving the benefits offered to Delaware corporations.

8. On information and belief, venue is likewise proper for JPMorgan Chase Bank, N.A., as it has regular and established places of business in the District. JPMorgan Chase Bank, N.A. has

multiple branches throughout this District, including branches in Greenville, Delaware, Newark, Delaware, Middletown, Delaware, and Wilmington, Delaware, including its branch located at 201 N Walnut St., Wilmington, DE 19801.

9. On information and belief, JPMC has committed acts of infringement in this District, including by making, using, selling and offering for sale the Accused Instrumentalities. *See* https://www.jpmorgan.com/onyx/; https://www.jpmorgan.com/onyx/liink.htm#_ftnref3 and https://www.jpmorgan.com/onyx/terms_of_use.htm.

FACTUAL ALLEGATIONS

10. Identitii was founded under the name "Sparro" in 2014 and rebranded as Identitii in 2016.

11. On August 14, 2015, Identitii filed Australian provisional application 2015903292 (the "Australian Provisional"). The '413 patent claims priority to the Australian Provisional. *See* Exhibit 1.

12. JPMC is no stranger to Identitii. Shortly after the filing of the Australian Provisional, JPMC was interested in learning about Identitii's technology. Identitii confidentially provided JPMC information about Identitii's technology, including through a series of slide decks provided by Identitii to JPMC in September 2015, December 2015, June 2016, and July 2016, as well as oral communications. Exhibits 2-5. Identitii explained to JPMC that Identitii's technology was patent pending. Disclosures of these materials extended to Naveen Mallela and Elizabeth Polanco Aquino of JPMC.

13. On August 12, 2016, Identitii filed PCT Application No. PCT/AU2016/00279, which led to the '413 patent.

14. JPMC then began filing patent applications including provisional application

62/414,398 and application 15/797,602 ("'602 application"), naming Mallela and Aquino as inventors. During prosecution of JPMC's '602 application, the pending claims were rejected over Identitii's U.S. Pub. No. 2018/0247302, which is the U.S. Patent Office's publication of Identitii's application that issued as the '413 patent.

15. JPMC also filed provisional application 62/523,429 and application 16/015,709 with Aquino as a named inventor.

16. The '413 patent issued on April 20, 2021. Exhibit 1.

17. Shortly thereafter, in September 2021, Identitii approached JPMC's Umar Farooq to discuss JPMC's infringement of the '413 patent. A slide deck was provided. Exhibit 6. JPMC responded to Identitii's charge of infringement by denying infringement, but never articulated any basis for its position.

18. In April 2022, Identitii's CEO John Rayment called JPMC's Umar Farooq to discuss JPMC's need to take a license due to its infringement of the '413 patent. JPMC declined any interest in a license, yet never provided any reason why it believed it was not liable.

19. Left with no other option, Identitii was forced to file this suit to protect its intellectual property and remedy JPMC's willful infringement.

FIRST COUNT

(INFRINGEMENT OF U.S. PATENT NO. 10,984,413)

20. Identitii incorporates by reference the foregoing paragraphs as if fully set forth herein.

21. Identitii owns by assignment, all rights, title and interest, including the right to recover damages for past, present and future infringement, in U.S. Patent No. 10,984,413 titled "Computer Implemented Method for Processing a Financial Transaction and a System Therefor." The '413 patent

is valid, enforceable, and was duly and legally issued by the United States Patent and Trademark Office on April 20, 2021.

22. On information and belief, Defendants have directly infringed and continue to directly infringe one or more claims of the '413 patent, including at least claim 15 of the '413 patent in this District and elsewhere in the United States by, a mong other things, making, using, selling, offering for sale, and/or importing into the United States instrumentalities and services that embody one or more of the inventions claimed in the '413 patent (the "Accused Instrumentalities") in violation of 35 U.S.C. § 271(a). The Accused Instrumentalities, include, but are not limited to, Defendants' Onyx products and services (e.g., Liink), as well as all reasonably similar products and/or services. For example, JPMC makes, assembles, implements, deploys, hosts, uses, operates, offers for sale, sells and controls the network architecture of its Onyx products and services, including, e.g., Liink.

23. JPMC's Onyx Liink, for example, is a "peer-to-peer network for secure, privacy-preserving information exchange."

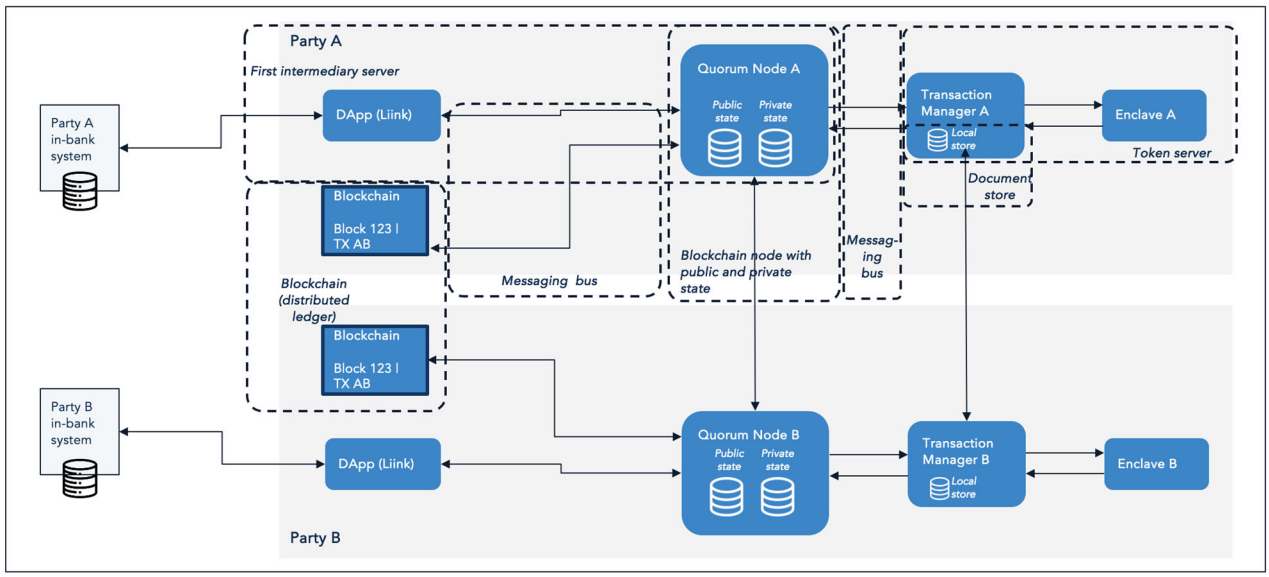


See, e.g., https://www.jpmorgan.com/onyx/liink.htm

24. Liink provides JPMC's customers "access to a blockchain network [and] hosting infrastructure." *See, e.g.*, *id.* The Liink blockchain network is "a permissioned blockchain based on the Quorum protocol in use by JPMorgan Chase to process payments." *See, e.g.*,

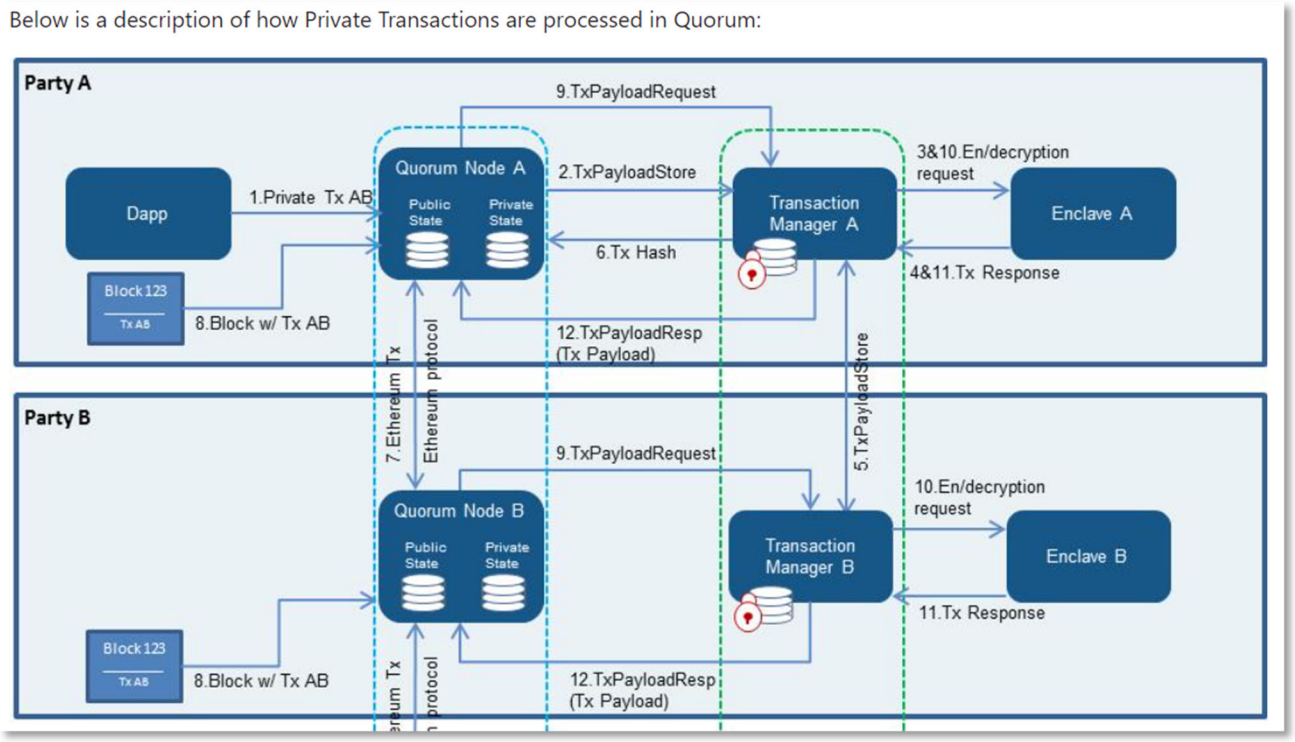
https://www.jpmorgan.com/content/dam/jpm/cib/complex/content/technology/publications/qkd-research-prototype-project-5-1.pdf. According to JPMC, it developed and launched one of the largest blockchain networks of banks in the world, allowing entities to share data using blockchain nodes. *See, e.g.*, https://www.youtube.com/watch?v=_0GvIhEybIQ. According to JPMC, Liink is "a secure, private, permissioned, blockchain-based network." *See, e.g.*, https://www.jpmorgan.com/onyx/content-hub/confirm-for-financial-institutions.htm.

25. As illustrated below, the Accused Instrumentalities are, on information and belief, communicatively connected to a party's internal system, such as a bank's in-bank system.

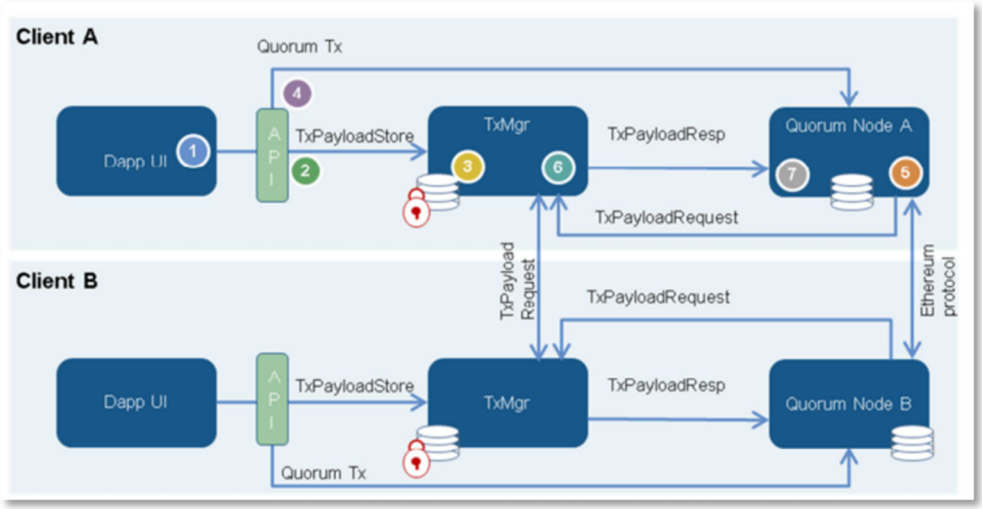


26. As illustrated above, each party's internal system is, on information and belief, associated with the Accused Instrumentalities which include a DApp (e.g., Liink DApp), a node, (e.g., a Quorum node), a transaction manager, an enclave, and a blockchain. These components of the Accused Instrumentalities are shown, for example, in Quorum's Transaction Processing documentation:[1]

[1] *Available at* https://github.com/ConsenSys/quorum/wiki/Transaction-Processing/9637df4934995acbd81948e28501fcd5f9b7df83 (last visited October 2, 2023).



27. The components of the Accused Instrumentalities are further shown, for example, by Quorum's Whitepaper:[2]



[2] *Available at* https://www.blocksg.com/single-post/2017/12/27/quorum-whitepaper (last visited October 2, 2023).

28. These components are also shown in documentation from an interview with Mr. Umar Farooq describing JPMC's IIN network.[3] On information and belief, JPMC's IIN network is a prior name for Liink. *See, e.g.*, https://www.businesswire.com/news/home/20201027006268/en/J.P.-Morgan-Adds-New-Features-to-Newly-Branded-Liink%E2%84%A0.

29. On information and belief, JPMC makes, assembles, implements, deploys, hosts, uses, operates, offers for sale, sells and controls its Onyx network infrastructure including the infrastructure of JPMC's Liink products and services.

30. The Accused Instrumentalities meet every limitation of one or more claims of the '413 patent, including, e.g., claim 15 of the '413 patent, which recites:

> Claim 15. A system for processing a financial transaction, the system comprising:
>
> a first intermediary server in a centralised financial system, the first intermediary server being operably connected to a network and a first document store;
>
> a token server operably connected to the network;
>
> a messaging bus in the centralised financial system, the messaging bus being operably connected to the network; and
>
> a blockchain operably connected to the network, the blockchain being a distributed ledger;
>
> wherein the first intermediary server is configured to:
>
> > transmit one or more documents pertaining to the financial transaction, to the first document store;
> >
> > generate an enriched data record from the one or more documents and add the enriched data record into the blockchain;
> >
> > request generation of a token corresponding to the financial transaction to identify the one or more documents, to the token server, via the messaging bus; and
> >
> > transmit the token to the first document store;

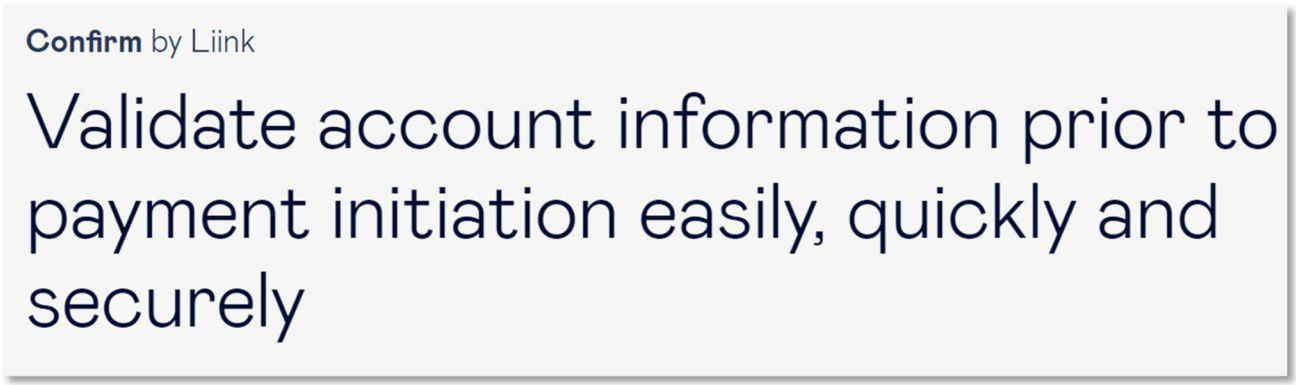
[3] *Available at* https://medium.com/@AzamShaghaghi/future-payments-the-blockchain-enabled-network-by-j-p-morgan-2a86ce2cab0d (last visited October 2, 2023).

wherein the token server is configured to:

generate the token and add the token into the blockchain in association with the enriched data record; and

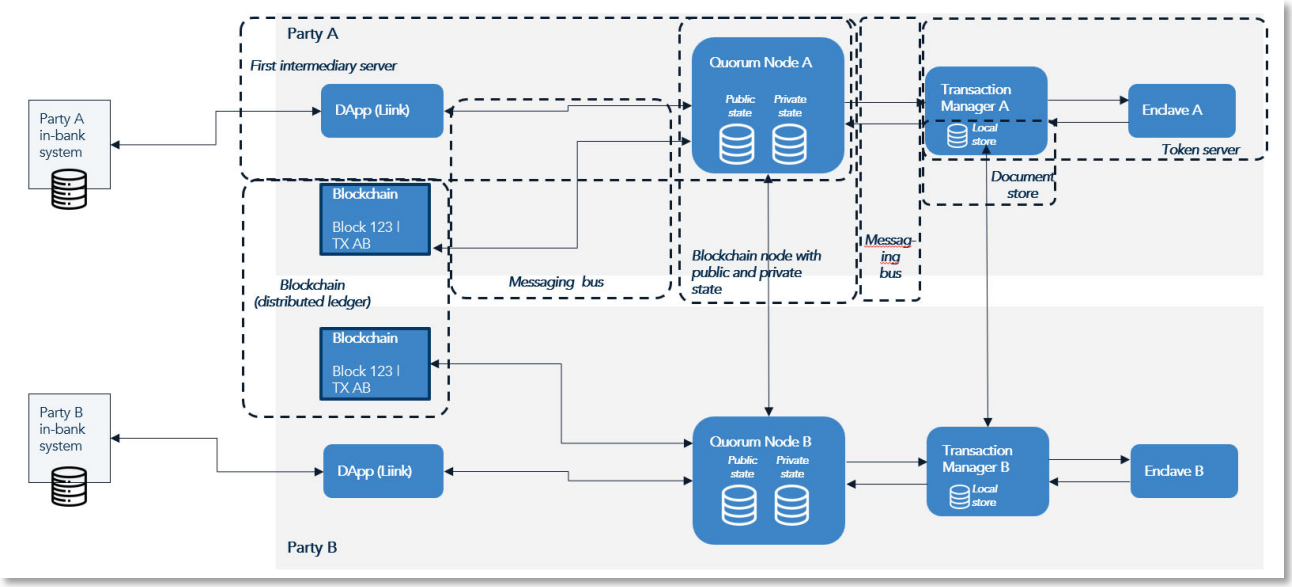
transmit the token to the first intermediary server, via the messaging bus.

31. To the extent the preamble is limiting, the Accused Instrumentalities are a system for processing a financial transaction. As an example, the Accused Instrumentalities are used to validate transaction information for processing a transfer of funds:



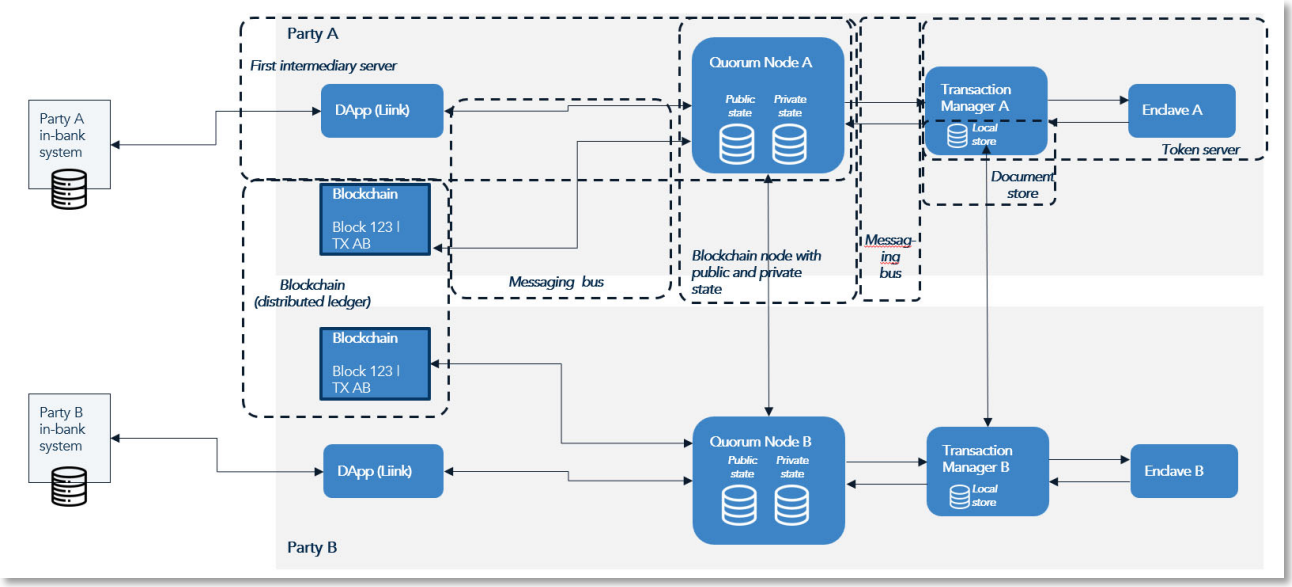
See, e.g., https://www.jpmorgan.com/onyx/confirm.htm; *see also* https://www.jpmorgan.com/onyx/check-match.htm; https://www.jpmorgan.com/onyx/route-logic.htm

32. The Accused Instrumentalities include a first intermediary server in a centralized financial system, the first intermediary server being operably connected to a network and a first document store. For example, the Accused Instrumentalities include a node for an entity such as a bank that is a participant in the network of the Accused Instrumentalities. As an example, the node is a Quorum node, which is a blockchain node, associated with a bank. For example, as shown in the annotated image below, the Accused Instrumentalities include "DApp (Liink)" and "Quorum Node A," which constitute a first intermediary server.



33. JPMC's documents further show the first intermediary server. *See, e.g.*, US Pub. No. 2018/0374062, at ¶5, Claim 1, Fig. 3 (describing and illustrating a "bank node" coupled to an in-bank system).

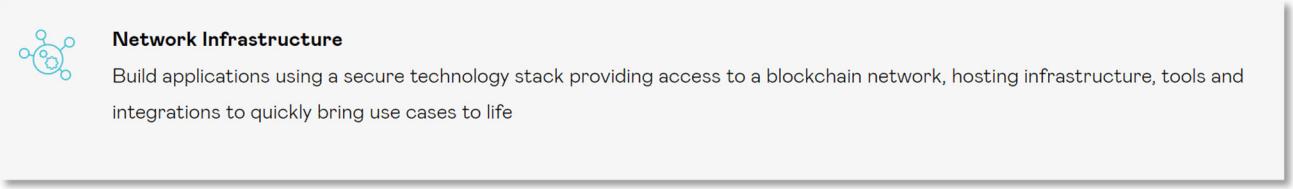
34. The first intermediary server is operably connected to a network and a first document store. For example, the first intermediary server described above is connected to JPMC's Liink-related network and, via the network, a document store (e.g., a database for storing documents pertaining to the transaction). On information and belief, the Accused Instrumentalities connect to and share bank private database information which contains, e.g., transactional and/or customer information. Such information is stored in a document store, such as, e.g., a "local store" of a transaction manager of the Accused Instrumentalities.



35. The Accused Instrumentalities include a token server operably connected to the network. As discussed in more detail below, the Accused Instrumentalities generate a token. That token is generated by a token server (e.g., an enclave and/or a transaction manager as illustrated above). As illustrated above, both the enclave and transaction manager are connected to the network to communicate with other portions of the Accused Instrumentalities' system.

36. The Accused Instrumentalities include a messaging bus in the centralized financial system, the messaging bus being operably connected to the network. For example, the components of the Accused Instrumentalities are communicatively coupled to the network to transfer messages (e.g., information associated with the transaction). For example, the first intermediary server (e.g., the node) is coupled to the network via a messaging bus.

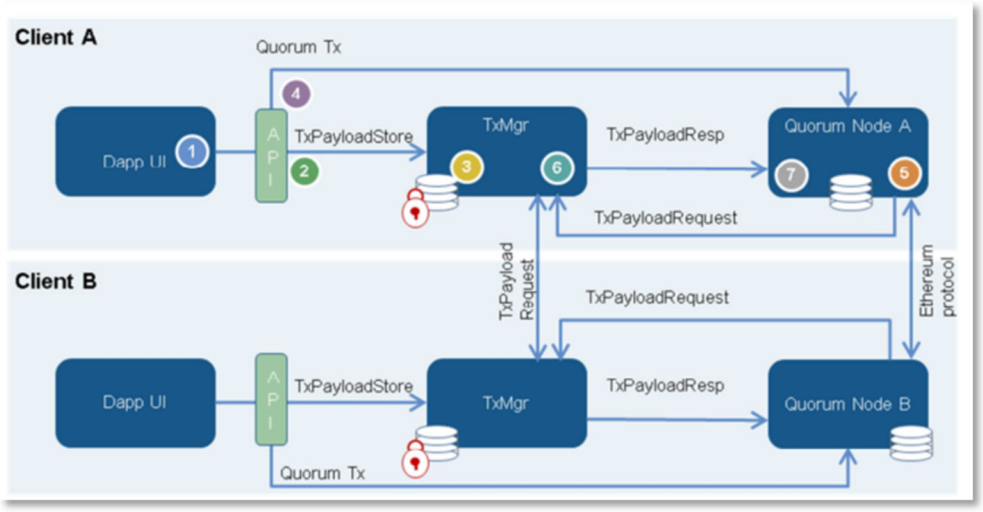
37. The Accused Instrumentalities include a blockchain operably connected to the network, such as the blockchain shown above. The blockchain of the Accused Instrumentalities is a distributed ledger.



See, e.g., https://www.jpmorgan.com/onyx/liink; *see also* US Pub. No 2018/0374062 at ¶¶ 30-33.

38. The first intermediary server is configured to transmit one or more documents pertaining to the financial transaction, to the first document store. As an example, Liink's DApp, together with a node associated with an entity such as a bank is configured to transmit documents required for the transaction (e.g., "transactional, customer and PI [i.e., personal information] data") to the document store (e.g., the document store of the transaction manager). *See, e.g.*, JPMC's US Pub. No. 2018/0374062, at, ¶33, Fig. 3. For example, the one or more documents may include details of the transaction as well as information to validate the financial transaction. *See, e.g.*, https://www.jpmorgan.com/onyx/confirm.htm; *see also* https://www.jpmorgan.com/onyx/check-match.htm; https://www.jpmorgan.com/onyx/route-logic.htm. As an example, the documents are sent from the node to the transaction manager to facilitate managing a transaction.

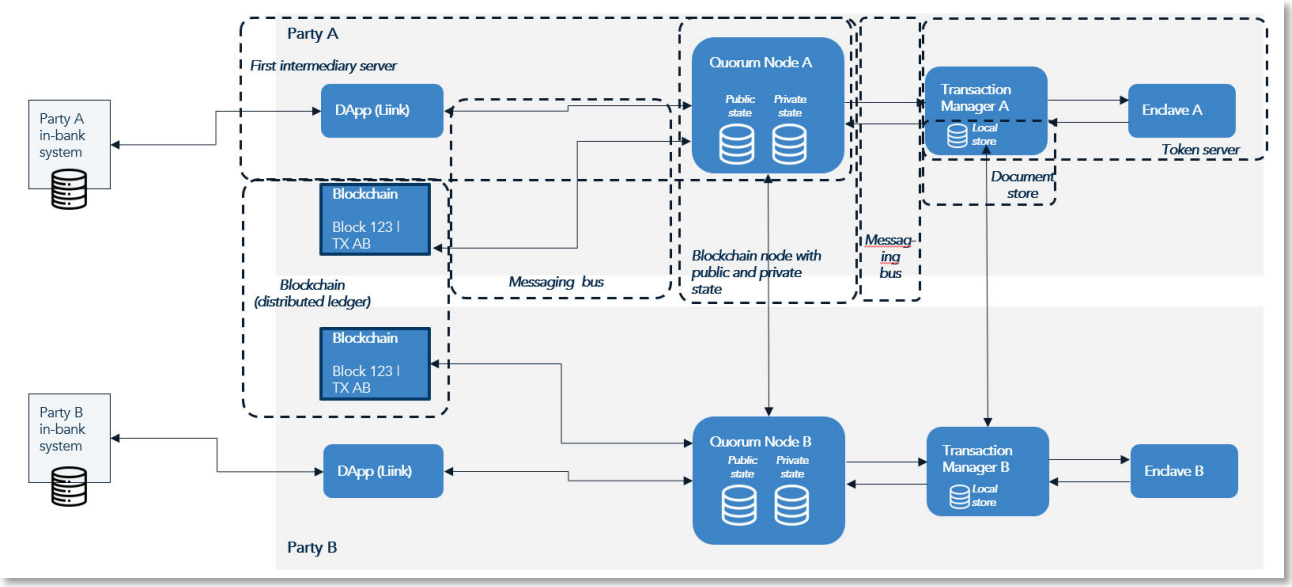
39. The first intermediary server is configured to generate an enriched data record from the one or more documents. As an example, the first intermediary server generates a transaction payload:



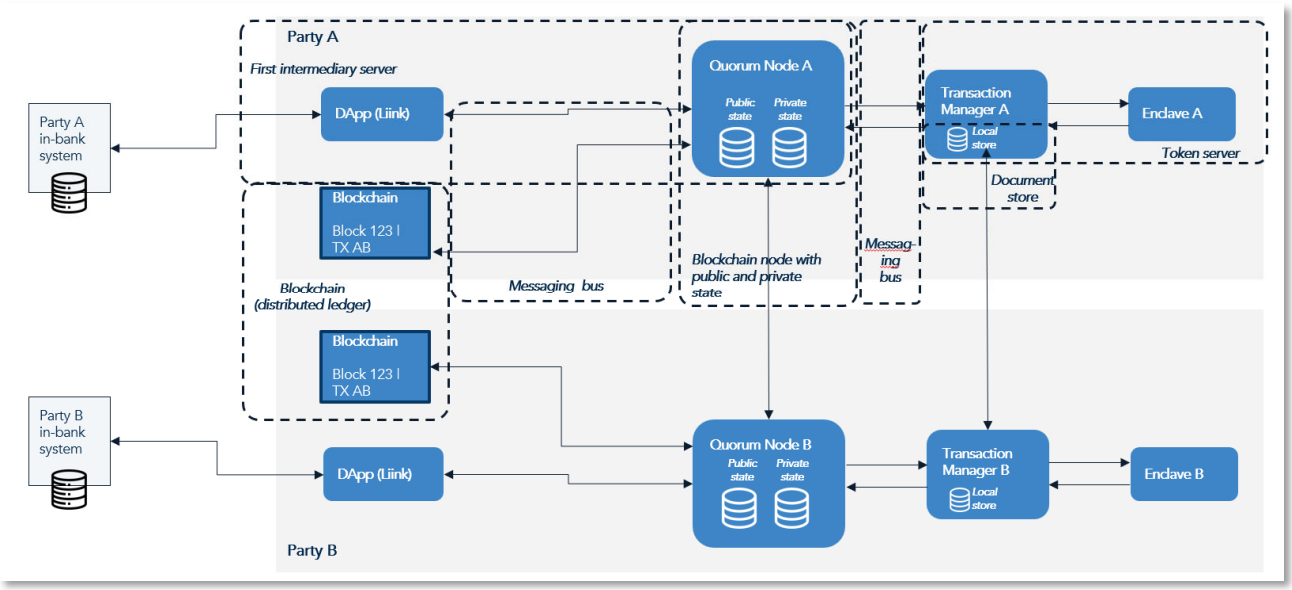
https://www.blocksg.com/single-post/2017/12/27/quorum-whitepape

40. On information and belief, DApp and node generate an enriched data record using the information from the one or more documents discussed above for storage in the blockchain. On information and belief, the enriched data is information extracted or otherwise gathered or obtained from the documents. Additionally or alternatively, the data of the documents is encrypted (e.g., hashed) to create the enriched data record. *See, e.g.*, JPMC's US Pub. No. 2018/0374062 at Figs. 7, 8 (showing a "payment message" including payment and personal information, which is encrypted). The information from the one or more documents must be hashed or otherwise encrypted to be placed on the blockchain.

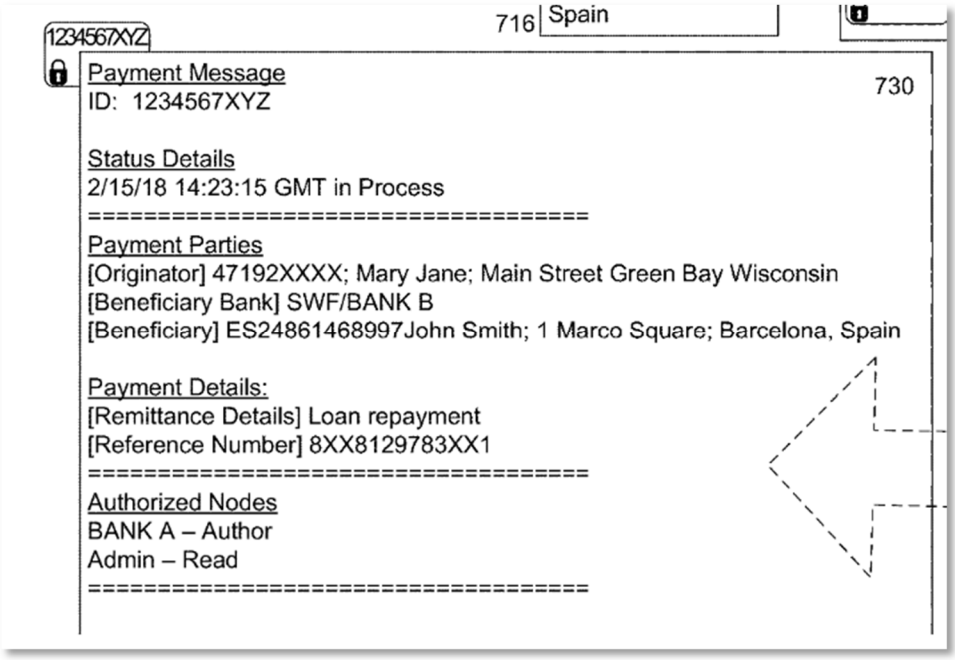
41. The first intermediary server is configured to add the enriched data record into the blockchain. For example, the Liink DApp and node (e.g., Quorum node) of the Accused Instrumentalities adds the enriched data record to the blockchain (e.g., the private state of the Quorum blockchain).



42. The first intermediary server is configured to request generation of a token corresponding to the financial transaction to identify the one or more documents, to the token server, via the messaging bus. As an example, the Liink's DApp and node is configured to request an enclave and/or transaction manager of the Accused Instrumentalities to generate a token to identify the one or more documents of the transaction via the messaging bus.



43. As an example, the token may be a hash derived from the enriched data record to identify the one or more documents. As one example, the token may be an ID, such as a messaging ID that points to or otherwise identifies the one or more documents. *See also, e.g.*, US Pub. No 2018/0374062 at Figs. 7 and 8 (showing a token "1234567XYZ" associated with the payment message):

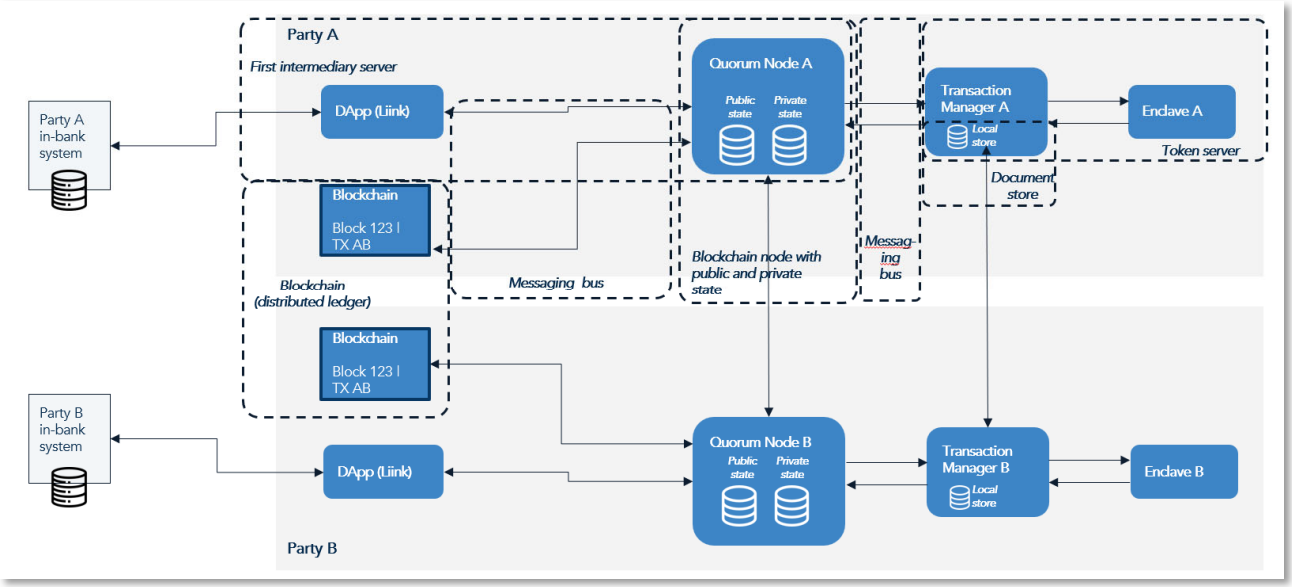


44. The first intermediary server is configured to transmit the token to the first document store (e.g., the local store of the Transaction Manager). As an example, after receiving the token in response to the request, the node transmits the token to the first document store for storage.

45. The token server is configured to generate the token and add the token into the blockchain in association with the enriched data record. For example, the enclave and/or transaction manager adds the token described above to the blockchain of the Accused Instrumentalities (e.g., the Quorum blockchain).

46. The token server is configured to transmit the token to the first intermediary server, via the messaging bus. As an example, the token server transmits the token to the DApp and the node.

The token server and node are communicatively coupled via the messaging bus, and the messaging bus is thus used in the token transfer.



47. In addition and/or in the alternative to its direct infringement, JPMC has also infringed and continues to infringe the claims of the '413 patent by, among other things, actively inducing others to use the Accused Instrumentalities. JPMC's users, customers, consumers, agents, and other third parties who use the Accused Instrumentalities in accordance with JPMC's instructions infringe the claims of the '413 patent, in violation of 35 U.S.C. § 271(a). JPMC intentionally instructs its customers to infringe through support information such as websites, videos, demonstrations, support information and other published information. For example, JPMC's website touts the benefits of the Accused Instrumentalities and instructs and encourages JPMC's customers to use, manage, and control the infringing components and functionalities of the Accused Instrumentalities. *See*, *e.g.*, https://www.jpmorgan.com/onyx/content-hub/confirm-for-financial-institutions.htm (touting the benefits of Liink to customers and encouraging them to use Liink to "securely access and share data" using the Onyx infrastructure, including Liink); *see also* https://www.jpmorgan.com/onyx/liink.htm (encouraging customers to, use Liink to inter alia, "Access a ready-made network of participants.");

see also https://www.jpmorgan.com/onyx/confirm.htm; https://www.jpmorgan.com/onyx/check-match.htm; https://www.jpmorgan.com/onyx/route-logic.htm. JPMC has a team to provide answers to customers and potential customers and instruct them regarding the use and operation of its Onyx offerings including, e.g., Liink. *See* https://www.jpmorgan.com/onyx/contact.htm; https://www.jpmorgan.com/onyx/documents/Confirm-Accelerate-transactions-processing-with-global-account-validation.pdf.

48. Thus, JPMC actively instructs and directs its customers to infringe and actively encourages infringement by its customers. JPMC is thereby liable for infringement of the '413 patent under 35 U.S.C. § 271(b).

49. JPMC has had knowledge of the '413 patent since at least September 2021 when Identitii notified JPMC of its infringement of the '413 patent. Despite this knowledge, JPMC has continued to engage in activities to encourage and assist its customers in the use of the Accused Instrumentalities. Thus, on information and belief, JPMC (1) had actual knowledge of the patent; (2) knowingly induced its customers to infringe the patent; and (3) had specific intent to induce the patent infringement.

50. Additionally or alternatively, JPMC is liable as a contributory infringer of the '413 patent under 35 U.S.C. § 271(c) by having offered to sell, sold and imported and continuing to offer to sell, sell, and import into the United States the Accused Instrumentalities and reasonably similar products, to be especially made or adapted for use in an infringement of the '413 patent. The JPMC Onyx platform includes the material components for use in practicing the '413 patent and are especially made and are not staple articles of commerce suitable for non-infringing use.

51. As a result of JPMC's infringement of the '413 patent, Identitii has suffered monetary damages (past, present and future) and is entitled to no less than a reasonable royalty for JPMC's use

of the claimed inventions of the ’413 patent, together with interest and costs as determined by the Court. Identitii will continue to suffer damages in the future.

52. On information and belief, despite having knowledge of the ’413 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the ’413 patent, JPMC has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement such that JPMC’s infringement of the ’413 patent is willful. JPMC’s infringing activities relative to the ’413 patent have been, and continue to be, willful, wanton, malicious, deliberate, consciously wrongful, and an egregious case of misconduct beyond typical infringement such that Identitii is entitled to enhanced damages under 35 U.S.C. § 284 up to three times the amount found or assessed.

53. JPMC’s acts of direct and indirect infringement have caused and continue to cause damages to Identitii. Identitii is entitled to damages in accordance with 35 U.S.C. §§ 271, 281, and 284 sustained as a result of JPMC’s wrongful acts in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Identitii prays for judgment and seeks relief against JPMC as follows:

A. For judgment that JPMC has infringed one or more claims of the ’413 patent, directly, and/or indirectly by way of inducement or contributory infringement;

B. For judgment awarding Identitii damages adequate to compensate it for JPMC’s infringement of the ’413 patent, including all pre-judgment and post-judgment interest as well as an award for mandatory future royalties for continuing infringement;

C. For judgment that JPMC has willfully infringed one or more claims of the ’413 patent;

D. For judgment awarding enhanced damages pursuant to 35 U.S.C. § 284;

E. For judgment awarding attorneys’ fees pursuant to 35 U.S.C. § 285 or otherwise

permitted by law;

F. For judgment awarding costs of suit; and

G. For judgment awarding Identitii such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure Identitii hereby demands a trial by jury of this action.

ASHBY & GEDDES

/s/ *Andrew C. Mayo*

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