

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

BENEFIT FUNDING SYSTEMS LLC, AND
RETIREMENT CAPITAL ACCESS
MANAGEMENT COMPANY LLC,

PLAINTIFFS,

v.

U.S. BANCORP,

DEFENDANT.

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CIVIL ACTION No. 12-803-LPS

PLAINTIFFS' INITIAL CLAIM CHART TO U.S. BANCORP

Plaintiffs Benefit Funding Systems LLC and Retirement Capital Access Management Company LLC (collectively, "Plaintiffs") hereby serve their Initial Claim Chart pursuant to Paragraph 4(c) of the District of Delaware Default Standard for Discovery, including Discovery of Electronically Stored Information ("ESI") (the "Default Standard for Discovery"). Plaintiffs' Initial Claim Chart is attached as Exhibit A.

Plaintiffs' Initial Claim Chart is based upon Plaintiffs' current understanding of the claims of United States Patent No. 6,625,582 B2 (the "'582 Patent"). Plaintiffs' Initial Claim Chart is further based upon information publicly available to Plaintiffs and the limited number of documents produced by Defendant pursuant to Paragraph 4(b) of the Default Standard for Discovery. Accordingly, and pursuant to the Default Standard for Discovery, Plaintiffs reserve all rights to supplement and/or amend their Initial Claim Chart.

U.S. BANCORP EXHIBIT 1009

Dated: January 14, 2013

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on January 14, 2013, a copy of Plaintiffs' Initial Claim Chart to U.S.

Bancorp was served on the following as indicated:

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EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
1. A computerized method for creating a source of funds based on present value of future retirement payments, comprising the steps of:	<p>Defendant's Checking Account Advance service practices each element of a computerized method for creating a source of funds based on present value of future Social Security payments.</p> <p>"Checking Account Advance is a line of credit that allows eligible customers to borrow money from their next direct deposit." USB-BFS00000001; <i>see also</i> http://www.usbank.com/checking/caa/faqs.html; <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>"The borrowed funds are deposited directly into the customer's associated checking account. [...] If eligible, you may borrow between \$20 and your available credit limit." USB-BFS00000001</p> <p>Direct deposit is defined as "an electronic deposit of funds into [an] Associated Checking Account, including reoccurring electronic deposits (such as payroll deposits, Social Security deposits, interest income, etc.) and one-time electronic fund transfers into [an] Associated Checking Account (such as tax refunds, funds transfers from another bank, etc.), excluding ATM deposits." <i>See</i> http://www.usbank.com/checking/caa/faqs.html; <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>(a) designating an account in a depository for a beneficiary to receive future retirement payments payable to said beneficiary from a source of said retirement payments for a preselected period of time;</p>	<p>An account at Defendant's bank is designated to receive Social Security payments payable to the bank's customer for a preselected period of time..</p> <p>Eligible customers for the Checking Account Advance must have an Associated Checking Account (an active consumer checking account in good standing). Thus, the designated account is the associated consumer checking account and the depository is Defendant.</p> <p>Checking account advance is a feature of Defendant's checking accounts that allows eligible customers to borrow money from their next direct deposit. USB-BFS00000038</p> <p>"Direct Deposit" means an electronic deposit of funds into your associated checking account, including Social Security deposits. USB-BFS00000043</p> <p>"The Associated Checking Account must have received at least one direct deposit made to the Associated Checking Account in the amount of \$100 or more in each of two consecutive statement cycles, one of which must have been received by [Defendant] within the past 35 calendar days." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] USB-BFS00000082; USB-BFS00000002 ([REDACTED]).</p>
<p>(b) designating a benefit provider for providing a monetary benefit to said beneficiary;</p>	<p>Defendant is designated the benefit provider for providing a monetary benefit to the bank account holder. See generally Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
(c) authorizing said depository to periodically disburse a predetermined portion of said retirement payments deposited in said account to said benefit provider during said preselected period of time;	<p>Defendant's Checking Account Advance service authorizes said depository to periodically disburse a predetermined portion of Social Security payments deposited in said account to said benefit provider during said preselected period of time. By agreement, the customer authorizes Defendant to automatically withdraw funds to repay an obtained Advance, and the associated Advance fees, from the customer's next direct deposit of \$100 or more. Outstanding balances will be withdrawn from the customer's associated checking account every 35 days after an Advance is taken.</p> <p>"Payments will be automatically deducted from [the] Associated Checking Account at the time a direct deposit of \$100 or more is received into [the account], no sooner than one business day after an Advance is taken. [...] You have authorized [Defendant] to pay your Checking Account Advance balance automatically from your Associated Checking Account." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Advances and advance fees are due 35 calendar days from the date the advance posts to the checking account, and will be force-paid against the underlying checking account at that time. USB-BFS00000036</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>(d) providing said monetary benefit to said beneficiary from said benefit provider based at least in part on present value of a designated portion of said future retirement payments without encumbering said beneficiary's right to said future retirement payments and without violating legislated proscriptions in the United States against alienation of future retirement benefits;</p>	<p>Defendant provides Checking Account Advance loans to recipients of future Social Security direct deposits. The loan amount is dependent at least in part on the amount of prior social security direct deposits.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] USB-BFS00000057</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] USB-BFS00000053</p> <p>"The Checking Account Advance Credit Limit is the lesser of \$500 or half of the total direct deposits listed on [the] most recent Associated Checking Account statement rounded up to the next \$20." <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>The Credit Account Advance is deposited directly into the customer's Associated Checking Account. <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>There is nothing in the limited documents produced by the Defendant, or in Defendant's publicly available documents, to suggest that the any portion of the Checking Account Advance service encumbers the beneficiary's right to said future payments of Social Security benefits or violates legislated proscriptions in the United States against alienation of future Social Security benefits. <i>See generally</i>, USB-BFS00000001-USB-BFS00000088; Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf); http://www.usbank.com/checking/caa/faqs.html.</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
(e) causing said future retirement payments to be deposited into said account throughout said preselected period of time;	Defendant routes these Social Security direct deposit payments into the customer's Associated Checking Account for the period of time.
(f) causing said depository to transfer a portion of said retirement payments deposited into said account to said benefit provider during said preselected period of time; and	<p>Defendant is both the depository and the benefit provider.</p> <p>Defendant causes the Checking Account Advance balance to be paid automatically from the Associated Checking Account out of a specified portion of the future Social Security direct deposit. <i>See generally</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p>
(g) reimbursing said benefit provider from resources other than said future retirement payments if said transfer of a portion of said retirement payments from said depository to said benefit provider are curtailed prior to said end of said preselected period of time, and making said retirement payments available for the exclusive use of said beneficiary.	<p>"If [the] Associated Checking Account is closed and there is an outstanding balance remaining on [the] Checking Account Advance line, [Defendant] will automatically deduct this amount from [the] Associated Checking Account balance at closing. If this creates an overdraft position in the Associated Checking Account, [the owner of the Associated Checking Account will] still remain responsible for paying back any outstanding amount due to [Defendant]." <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>"If [an] outstanding Checking Account Advance balance is not fully repaid within 35 days, [Defendant is authorized] to automatically deduct this amount, including any related Fees, from [the] Associated Checking Account" <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Additionally, a manual payment of an outstanding Checking Account Advance balance may be made online through Defendant's retail internet banking, at any of Defendant's branches, or by calling Defendant's 24-Hour Banking. <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Manual payments may be made in lieu of automatic payments from the customer's direct deposits of future Social Security direct deposits, such that the Social Security benefits are made available for the exclusive use by the customer.</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>13. A system for creating a source of funds based on present value of future retirement payments, comprising:</p>	<p>Checking Account Advance is a computerized system that allows eligible customers to borrow money from their next direct deposit. <i>USB-BFS00000001</i>; <i>see also</i> http://www.usbank.com/checking/caa/faqs.html; <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>The borrowed funds are deposited directly into the customer's associated checking account. [...] If eligible, you may borrow between \$20 and your available credit limit. <i>USB-BFS00000001</i></p> <p>Direct deposit is defined as an electronic deposit of funds into an Associated Checking Account, including Social Security deposits." <i>See</i> http://www.usbank.com/checking/caa/faqs.html; <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p>
<p>an account in a depository for a beneficiary to receive future retirement payments payable to said beneficiary from a source of said retirement payments for a preselected period of time;</p>	<p>A customer may obtain a Checking Account Advance if, among other eligibility criteria, the customer has a deposit account with Defendant ("Associated Checking Account") that has been open during the past six months, and the Associated Checking Account must have received at least one direct deposit of \$100 or more in each of two consecutive statement cycles. <i>USB-BFS00000002</i></p> <p>Checking Account Advance is a feature of Defendant's checking accounts that allows eligible customers to borrow money from their next Social Security direct deposit. <i>USB-BFS000000038</i></p>
<p>means for causing said future retirement payments to be deposited into said account during said preselected period of time;</p>	<p>Defendant causes future Social Security payments to be routed and received into the customer's Associated Checking Account.</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>means for causing said depository to disburse a predetermined portion of said retirement payments deposited in said account to a benefit provider during said preselected period of time in exchange for a present benefit provided to said beneficiary from said benefit provider based at least in part on present value of a designated portion of said future retirement payments;</p>	<p>Defendant is the benefit provider for providing a monetary benefit to the owner of the Associated Checking Account. <i>See generally</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>By agreement, the customer authorizes Defendant to automatically withdraw funds to repay an obtained Advance, and the associated Advance fees, from the customer's next direct deposit of \$100 or more. Outstanding balances will be withdrawn from the customer's associated checking account every 35 days after an Advance is taken.</p> <p>"Payments will be automatically deducted from [the] Associated Checking Account at the time a direct deposit of \$100 or more is received into [the account], no sooner than one business day after an Advance is taken. [...] You have authorized [Defendant] to pay your Checking Account Advance balance automatically from your Associated Checking Account." <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Advances and advance fees are due 35 calendar days from the date the advance posts to the checking account, and will be force-paid against the underlying checking account at that time. USB-BFS00000036</p>
<p>said exchange being without encumbering said beneficiary's right to said future retirement payments and without violating legislated proscriptions in the United States against alienation of future retirement benefits;</p>	<p>There is nothing in the limited documents produced by the Defendant, or in Defendant's publicly available documents, to suggest that the any portion of the Checking Account Advance service encumbers the beneficiary's right to said future payments of Social Security benefits or violates legislated proscriptions in the United States against alienation of future Social Security benefits. <i>See generally</i>, USB-BFS00000001-USB-BFS00000088; Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf); http://www.usbank.com/checking/caa/faqs.html.</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>means for reimbursing said benefit provider from resources other than said future retirement payments if said transfers of a portion of said retirement payments from said depository to said benefit provider are curtailed prior to said end of said preselected period of time; and</p>	<p>"If [the] Associated Checking Account is closed and there is an outstanding balance remaining on [the] Checking Account Advance line, [Defendant] will automatically deduct this amount from [the] Associated Checking Account balance at closing. If this creates an overdraft position in the Associated Checking Account, [the owner of the Associated Checking Account will] still remain responsible for paying back any outstanding amount due to [Defendant]." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>"If [an] outstanding Checking Account Advance balance is not fully repaid within 35 days, [Defendant is authorized] to automatically deduct this amount, including any related Fees, from [the] Associated Checking Account" See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Additionally, a manual payment of an outstanding Checking Account Advance balance may be made online through Defendant's retail internet banking, at any of Defendant's bank branches, or by calling Defendant's 24-Hour Banking. See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p>
<p>means for making said retirement payments available for the exclusive use of said beneficiary.</p>	<p>Manual payments may be made in lieu of automatic payments from the customer's direct deposits of future payments of Social Security benefits, such that the future Social Security benefits are made available for the exclusive use by the customer.</p>
<p>14. The system of claim 13, wherein the benefit provider is a source of capital.</p>	<p>Defendant provides the Checking Account Advance service, which advances money to a customer under the basis that the advance will be repaid from the customer's next direct deposit. USB-BFS00000001 ("Checking Account Advance is a line of credit that allows eligible customers to borrow money from their next direct deposit. The borrowed funds are deposited directly into the customer's associated checking account.")</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>18. A computerized method for creating a source of funds based on present value of future Social Security retirement benefits, comprising the steps of:</p>	<p>Defendant's Checking Account Advance service practices each element of a computerized method for creating a source of funds based on present value of future Social Security benefits.</p> <p>"Checking Account Advance is a line of credit that allows eligible customers to borrow money from their next direct deposit." <i>USB-BFS00000001</i>; <i>see also</i> http://www.usbank.com/checking/caa/faqs.html; <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>"The borrowed funds are deposited directly into the customer's associated checking account. [...] If eligible, you may borrow between \$20 and your available credit limit." <i>USB-BFS00000001</i></p> <p>Direct deposit is defined as "an electronic deposit of funds into [an] Associated Checking Account, including reoccurring electronic deposits (such as payroll deposits, Social Security deposits, interest income, etc.) and one-time electronic fund transfers into [an] Associated Checking Account (such as tax refunds, funds transfers from another bank, etc.), excluding ATM deposits." <i>See</i> http://www.usbank.com/checking/caa/faqs.html; <i>see also</i> A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>a. designating an account in a depository for a beneficiary to receive future payments of Social Security retirement benefits for a preselected period of time;</p>	<p>An account at Defendant's bank is designated to receive Social Security payments payable to the bank's customer for a preselected period of time.</p> <p>Eligible customers for the Checking Account Advance must have an Associated Checking Account (an active consumer checking account in good standing). Thus, the designated account is the associated consumer checking account and the depository is Defendant.</p> <p>Checking account advance is a feature of Defendant's checking accounts that allows eligible customers to borrow money from their next direct deposit. USB-BFS00000038</p> <p>"Direct Deposit" means an electronic deposit of funds into your associated checking account, including Social Security deposits. USB-BFS00000043</p> <p>"The Associated Checking Account must have received at least one direct deposit made to the Associated Checking Account in the amount of \$100 or more in each of two consecutive statement cycles, one of which must have been received by [Defendant] within the past 35 calendar days." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] USB-BFS00000082; USB-BFS00000002 [REDACTED] [REDACTED]).</p>
<p>b. designating a benefit provider for providing a monetary benefit to said beneficiary;</p>	<p>Defendant is designated the benefit provider for providing a monetary benefit to the bank account holder. See generally Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>c. authorizing said depository to periodically disburse a predetermined portion of said Social Security payments deposited in said account to said benefit provider during said preselected period of time;</p>	<p>Defendant's Checking Account Advance service authorizes said depository to periodically disburse a predetermined portion of Social Security payments deposited in said account to said benefit provider during said preselected period of time. By agreement, the customer authorizes Defendant to automatically withdraw funds to repay an obtained Advance, and the associated Advance fees, from the customer's next direct deposit of \$100 or more. Outstanding balances will be withdrawn from the customer's associated checking account every 35 days after an Advance is taken.</p> <p>"Payments will be automatically deducted from [the] Associated Checking Account at the time a direct deposit of \$100 or more is received into [the account], no sooner than one business day after an Advance is taken. [...] You have authorized [Defendant] to pay your Checking Account Advance balance automatically from your Associated Checking Account." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Advances and advance fees are due 35 calendar days from the date the advance posts to the checking account, and will be force-paid against the underlying checking account at that time. USB-BFS00000036</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>d. providing said monetary benefit to said beneficiary from said benefit provider based at least in part on present value of a designated portion of said future payments of Social Security benefits without encumbering said beneficiary's right to said future payments of Social Security benefits and without violating legislated proscriptions in the United States against alienation of future Social Security benefits;</p>	<p>Defendant provides Checking Account Advance loans to recipients of future Social Security direct deposits. The loan amount is dependent at least in part on the amount of prior social security direct deposits.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] USB-BFS00000057</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] USB-BFS00000053</p> <p>"The Checking Account Advance Credit Limit is the lesser of \$500 or half of the total direct deposits listed on [the] most recent Associated Checking Account statement rounded up to the next \$20." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>The Credit Account Advance is deposited directly into the customer's Associated Checking Account. See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>There is nothing in the limited documents produced by the Defendant, or in Defendant's publicly available documents, to suggest that the any portion of the Checking Account Advance service encumbers the beneficiary's right to said future payments of Social Security benefits or violates legislated proscriptions in the United States against alienation of future Social Security benefits. See generally, USB-BFS00000001-USB-BFS00000088; Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf); http://www.usbank.com/checking/caa/faqs.html.</p>

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CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
e. causing said future payments of Social Security benefits to be deposited into said account throughout said preselected period of time;	Defendant routes these Social Security direct deposit payments into the customer's Associated Checking Account for the period of time.
f. causing said depository to transfer a portion of said Social Security payments deposited in said account from said account to said benefit provider during said preselected period of time; and	Defendant is both the depository and the benefit provider. Defendant causes the Checking Account Advance balance to be paid automatically from the Associated Checking Account out of a specified portion of the future Social Security direct deposit. <i>See generally</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>g. reimbursing said benefit provider from resources other than said future Social Security payments if said transfers of a portion of said Social Security payments from said depository to said benefit provider are curtailed prior to said end of said preselected period of time, and making said Social Security payments available for the exclusive use of said beneficiary.</p>	<p>"If [the] Associated Checking Account is closed and there is an outstanding balance remaining on [the] Checking Account Advance line, [Defendant] will automatically deduct this amount from [the] Associated Checking Account balance at closing. If this creates an overdraft position in the Associated Checking Account, [the owner of the Associated Checking Account will] still remain responsible for paying back any outstanding amount due to [Defendant]." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>"If [an] outstanding Checking Account Advance balance is not fully repaid within 35 days, [Defendant is authorized] to automatically deduct this amount, including any related Fees, from [the] Associated Checking Account" See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Additionally, a manual payment of an outstanding Checking Account Advance balance may be made online through Defendant's retail internet banking, at any of Defendant's branches, or by calling Defendant's 24-Hour Banking. See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Manual payments may be made in lieu of automatic payments from the customer's direct deposits of future Social Security direct deposits, such that the Social Security benefits are made available for the exclusive use by the customer.</p>
<p>30. A system for creating a source of funds based on present value of future Social Security retirement benefits, comprising:</p>	<p>Checking Account Advance is a computerized system that allows eligible customers to borrow money from their next direct deposit. USB-BFS00000001; see also http://www.usbank.com/checking/caa/faqs.html; see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>The borrowed funds are deposited directly into the customer's associated checking account. [...] If eligible, you may borrow between \$20 and your available credit limit. USB-BFS00000001</p> <p>Direct deposit is defined as an electronic deposit of funds into an Associated Checking Account, including Social Security deposits." See http://www.usbank.com/checking/caa/faqs.html; see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>an account in a depository for a beneficiary to receive future payments of Social Security benefits for a preselected period of time;</p>	<p>A customer may obtain a Checking Account Advance if, among other eligibility criteria, the customer has a deposit account with Defendant ("Associated Checking Account") that has been open during the past six months, and the Associated Checking Account must have received at least one direct deposit of \$100 or more in each of two consecutive statement cycles. USB-BFS00000002</p> <p>Checking Account Advance is a feature of Defendant's checking accounts that allows eligible customers to borrow money from their next Social Security direct deposit. USB-BFS000000038</p>
<p>means for causing said future payments of Social Security benefits to be deposited into said account during said preselected period of time;</p>	<p>Defendant causes future Social Security payments to be routed and received into the customer's Associated Checking Account.</p>
<p>means for causing said depository to disburse a predetermined portion of said Social Security payments deposited in said account to a benefit provider during said preselected period of time in exchange for a present benefit provided to said beneficiary from said benefit provider based at least in part on present value of a designated portion of said future payments of Social Security benefits;</p>	<p>Defendant is the benefit provider for providing a monetary benefit to the owner of the Associated Checking Account. See generally Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); see also A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf).</p> <p>By agreement, the customer authorizes Defendant to automatically withdraw funds to repay an obtained Advance, and the associated Advance fees, from the customer's next direct deposit of \$100 or more. Outstanding balances will be withdrawn from the customer's associated checking account every 35 days after an Advance is taken.</p> <p>"Payments will be automatically deducted from [the] Associated Checking Account at the time a direct deposit of \$100 or more is received into [the account], no sooner than one business day after an Advance is taken. [...] You have authorized [Defendant] to pay your Checking Account Advance balance automatically from your Associated Checking Account." See Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Advances and advance fees are due 35 calendar days from the date the advance posts to the checking account, and will be force-paid against the underlying checking account at that time. USB-BFS000000036</p>

EXHIBIT A - INFRINGEMENT CLAIM CHART FOR U.S. PATENT NO. 6,625,582 B2

CLAIM LANGUAGE	DEFENDANT'S CHECKING ACCOUNT ADVANCE
<p>said exchange being without encumbering said beneficiary's right to said future payments of Social Security benefits and without violating legislated proscriptions in the United States against alienation of future Social Security benefits;</p>	<p>There is nothing in the limited documents produced by the Defendant, or in Defendant's publicly available documents to suggest that the any portion of the Checking Account Advance service encumbers the beneficiary's right to said future payments of Social Security benefits or violates legislated proscriptions in the United States against alienation of future Social Security benefits. <i>See generally</i>, USB-BFS00000001-USB-BFS00000088; Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html); A Guide for Checking Account Advance (https://www.usbank.com/pdf/checking/CAA_Guide_May2010.pdf); http://www.usbank.com/checking/caa/faqs.html.</p>
<p>means for reimbursing said benefit provider from resources other than said future payments if said transfers of a portion of said payments from said depository to said benefit provider are curtailed prior to said end of said preselected period of time; and</p>	<p>"If [the] Associated Checking Account is closed and there is an outstanding balance remaining on [the] Checking Account Advance line, [Defendant] will automatically deduct this amount from [the] Associated Checking Account balance at closing. If this creates an overdraft position in the Associated Checking Account, [the owner of the Associated Checking Account will] still remain responsible for paying back any outstanding amount due to [Defendant]." <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>"If [an] outstanding Checking Account Advance balance is not fully repaid within 35 days, [Defendant is authorized] to automatically deduct this amount, including any related Fees, from [the] Associated Checking Account" <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p> <p>Additionally, a manual payment of an outstanding Checking Account Advance balance may be made online through Defendant's retail internet banking, at any of Defendant's bank branches, or by calling Defendant's 24-Hour Banking. <i>See</i> Checking Account Advance Agreement (https://www.usbank.com/checking/caa/agreement.html).</p>
<p>means for making said future payments of Social Security benefits available for the exclusive use of said beneficiary.</p>	<p>Manual payments may be made in lieu of automatic payments from the customer's direct deposits of future payments of Social Security benefits, such that the future Social Security benefits are made available for the exclusive use by the customer.</p>
<p>31. The system of claim 30, wherein the benefit provider is a source of capital.</p>	<p>Defendant provides the Checking Account Advance service, which advances money to a customer under the basis that the advance will be repaid from the customer's next direct deposit. USB-BFS00000001 ("Checking Account Advance is a line of credit that allows eligible customers to borrow money from their next direct deposit. The borrowed funds are deposited directly into the customer's associated checking account.")</p>