

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

C-CATION TECHNOLOGIES, LLC,

*Plaintiff,*

**Case No. 2:14-cv-59**

v.

TIME WARNER CABLE INC.,  
TIME WARNER CABLE ENTERPRISES  
LLC, TIME WARNER CABLE TEXAS LLC,  
ARRIS GROUP, INC., CISCO  
SYSTEMS, INC., and CASA SYSTEMS,  
INC.

**DEMAND FOR JULY TRIAL**

*Defendants.*

**COMPLAINT**

Plaintiff C-Cation Technologies, LLC (“plaintiff”), through its attorneys, for its complaint against defendants Time Warner Cable Inc., Time Warner Cable Enterprises LLC, Time Warner Cable Texas LLC, Arris Group, Inc., Cisco Systems, Inc., and Casa Systems, Inc. (collectively “defendants”), alleges as follows:

**THE PARTIES**

1. Plaintiff is a limited liability company organized and existing under the laws of the State of Texas with a principal place of business at 150 Purchase Street, Suite 9, Rye, New York.

2. On information and belief, defendant Time Warner Cable Inc. (“TWC Inc.”) is a corporation organized and existing under the laws of the State of Delaware with a principal place of business at 60 Columbus Circle, New York, New York 10023.

3. On information and belief, defendant Time Warner Cable Enterprises LLC (“TWC Enterprises”) is a subsidiary of TWC Inc. and is a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business at 60 Columbus Circle, New York, New York 10023.

4. On information and belief, defendant Time Warner Cable Texas LLC (“TWC Texas”) is a subsidiary of TWC Enterprises and is a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business at 60 Columbus Circle, New York, New York 10023.

5. On information and belief, defendant Arris Group, Inc. (“Arris”) is a corporation organized and existing under the laws of the State of Delaware with a principal place of business at 3871 Lakefield Drive, Suwanee, Georgia.

6. On information and belief, defendant Cisco Systems, Inc. (“Cisco”) is a corporation organized and existing under the laws of the State of California with a principal place of business at 170 West Tasman Drive, San Jose, California.

7. On information and belief, defendant Casa Systems, Inc. (“Casa Systems”) is a corporation organized and existing under the laws of the State of Massachusetts with a principal place of business at 100 Old River Road, Suite 100, Andover, MA 01810.

### **JURISDICTION AND VENUE**

8. This action arises under the patent laws of the United States, Title 35 of the United States Code.

9. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 and 1338(a).

10. This Court has personal jurisdiction over defendants. On information and belief, defendants either directly or indirectly through one or more of their subsidiaries, affiliates, partners, or other related parties, have conducted and/or continue to conduct business within the State of Texas, including the Eastern District of Texas. On information and belief, defendants have and/or do now, directly or through intermediaries (including distributors, retailers, and others) ship, distribute, offer for sale, sell, advertise, operate, use and/or direct the operation and use of their respective cable systems, cable system components, and/or cable services in the United States, the State of Texas, and the Eastern District of Texas.

11. On information and belief, venue in this judicial district is proper under 28 U.S.C. §§ 1391 and 1400(b).

**COUNT ONE – INFRINGEMENT OF U.S. PATENT 5,563,883  
BY TWC, INC., TWC ENTERPRISES AND TWC TEXAS**

12. Plaintiff incorporates by reference Paragraphs 1 through 11 in their entirety as if fully set forth herein.

13. On October 8, 1996, United States Letters Patent No. 5,563,883 (“the ’883 patent,” attached as Exhibit A), entitled “Dynamic Channel Management and Signalling Method and Apparatus,” was duly and legally issued. Plaintiff is the owner of all rights, title, and interest in and to the ’883 patent.

14. The ’883 patent is valid and enforceable.

15. On information and belief, TWC Inc., TWC Enterprises, and TWC Texas (collectively “TWC”) have been and are now infringing the ’883 patent by making, using, testing, implementing, and/or operating cable systems that fall within and whose use falls within the scope of at least one claim of the ’883 patent, and/or by offering for sale, selling, advertising and/or marketing cable services (telephone, internet and/or television services) provided through

such cable systems. The accused cable systems include cable system components such as cable modem termination systems, RF and optical transmission hardware, network monitoring equipment, and customer premises equipment (*e.g.*, cable modems, embedded multimedia terminal adapters, and set-top boxes), including but not limited to components that are compliant with the Data Over Cable System Interface Specification (“DOCSIS”) standard (*e.g.*, versions 1.1, 2.0 and 3.0). In particular, TWC, without authority from plaintiff, provides, operates, implements, and/or markets cable systems and/or cable services that perform, are capable of performing, or are provided using channel management functions, including but not limited to static load balancing, dynamic load balancing, passive load balancing, and/or channel assignment and reassignment (“accused functions”). TWC’s cable systems that perform or are capable of performing the accused functions, and/or the use of such cable systems, infringe one or more claims of the ’883 patent.

16. On information and belief, the cable system components that perform or are capable of performing the accused functions in TWC’s accused cable systems are directly or indirectly purchased from, and/or otherwise supplied by, Arris, Cisco, and/or Casa Systems.

17. On information and belief, TWC has had knowledge of the ’883 patent at least as early as November 1998, through a letter directed to Dick Aurelio, Senior Advisor, that identified the ’883 patent. On November 16, 1998, TWC’s Chief Technical Officer, James A. Chiddix, acknowledged receipt of that letter.

18. On information and belief, TWC is willfully infringing the ’883 patent. TWC has acted knowingly or with reckless disregard despite an objectively high likelihood that its actions constitute infringement of plaintiff’s patent rights. TWC knew of or should have known of this objectively high risk.

19. As a result of TWC's acts of infringement, plaintiff has suffered and will continue to suffer damages in an amount to be proven at trial.

**COUNT TWO – INFRINGEMENT OF U.S. PATENT 5,563,883 BY ARRIS**

20. Plaintiff incorporates by reference Paragraphs 1 through 19 in their entirety as if fully set forth herein.

21. On information and belief, Arris has been and is now infringing the '883 patent by making, using, testing, implementing, selling, and/or offering to sell cable systems and/or components thereof that fall within and whose use falls within the scope of at least one claim of the '883 patent. Any Arris cable systems and/or components that perform or are capable of performing the accused functions (and/or the use of such cable systems and/or components thereof), and that are not licensed by plaintiff, infringe one or more claims of the '883 patent.

22. On information and belief, Arris has been and is now inducing the infringement of the '883 patent by making, offering for sale, selling, advertising and/or marketing to cable providers such as TWC, who are not licensed by plaintiff, cable system components for use in cable systems that infringe and whose use infringes at least one claim of the '883 patent. These cable system components include, but are not limited to, cable modem termination systems and customer premises equipment that perform, or are capable of performing, the accused functions. These components include but are not limited to cable system components that are compliant with the DOCSIS standard (*e.g.*, versions 1.1, 2.0 and 3.0).

23. On information and belief, Arris encourages and instructs its customers, including cable providers such as TWC, who are not licensed by plaintiff, to infringe with knowledge that the induced acts constitute patent infringement. Arris has been and is now intentionally instructing and/or directing cable providers, who are not licensed by plaintiff, to purchase, use

and/or implement in their respective cable systems, Arris cable systems and/or cable system components that perform or are capable of performing the accused functions. Arris possesses specific intent to encourage infringement by its customers.

24. On information and belief, Arris has been and is now contributing to the infringement of the '883 patent by making, offering for sale and selling to cable providers such as TWC, who are not licensed by plaintiff, cable system components that perform or are capable of performing the accused functions, with knowledge that these cable systems components are especially adapted for use in a system covered by the '883 patent and/or provided for use in practicing a method covered by the '883 patent. On information and belief, there are no substantial non-infringing uses for the accused functions in Arris's cable system components, including but not limited to Arris's cable modem termination systems.

25. On information and belief, Arris has had knowledge of the '883 patent as early as May of 2003, when Angelo Guglielmo notified Mr. Peter Sheedy, Sr. Product Manager of Motorola (acquired by Arris in April 2013), about the '883 patent, and no later than April 17, 2013, when it was served with a subpoena in connection with a lawsuit captioned *C-Cation Technologies, LLC. v. Comcast Corporation, et al*, case no. 2:11-CV-30 (E.D. Tex), which concerned allegations of infringement of the '883 patent.

26. Arris knowingly and with reckless disregard has willfully infringed and continues willfully to infringe the '883 patent. Arris has acted despite an objectively high likelihood that its actions constitute infringement of plaintiff's patent rights. Arris knew of or should have known of this objectively high risk.

27. As a result of Arris's acts of infringement, plaintiff has suffered and will continue to suffer damages in an amount to be proved at trial.

### **COUNT THREE – INFRINGEMENT OF U.S. PATENT 5,563,883 BY CISCO**

28. Plaintiff incorporates by reference Paragraphs 1 through 27 in their entirety as if fully set forth herein.

29. On information and belief, Cisco has been and is now infringing the '883 patent by making, using, testing, implementing, selling, and/or offering to sell cable systems and/or components thereof that fall within and whose use falls within the scope of at least one claim of the '883 patent. Any Cisco cable systems and/or components that perform or are capable of performing the accused functions (and/or the use of such cable systems and/or components thereof), and that are not licensed by plaintiff, infringe one or more claims of the '883 patent.

30. On information and belief, Cisco has been and is now inducing the infringement of the '883 patent by making, offering for sale, selling, advertising and/or marketing to cable providers such as TWC, who are not licensed by plaintiff, cable system components for use in cable systems that infringe and whose use infringes at least one claim of the '883 patent. These cable system components include, but are not limited to, cable modem termination systems and customer premises equipment that perform, or are capable of performing, the accused functions. These components include but are not limited to cable system components that are compliant with the DOCSIS standard (*e.g.*, versions 1.1, 2.0 and 3.0).

31. On information and belief, Cisco encourages and instructs its customers, including cable providers such as TWC, who are not licensed by plaintiff, to infringe with knowledge that the induced acts constitute patent infringement. Cisco has been and is now intentionally instructing and/or directing cable providers, who are not licensed by plaintiff, to purchase, use and/or implement in their respective cable systems, Cisco cable systems and/or

cable system components that perform or are capable of performing the accused functions.

Cisco possesses specific intent to encourage infringement by its customers.

32. On information and belief, Cisco has been and is now contributing to the infringement of the '883 patent by making, offering for sale and selling to cable providers such as TWC, who are not licensed by plaintiff, cable system components that perform or are capable of performing the accused functions, with knowledge that these cable systems components are especially adapted for use in a system covered by the '883 patent and/or provided for use in practicing a method covered by the '883 patent. On information and belief, there are no substantial non-infringing uses for the accused functions in Cisco's cable system components, including but not limited to Cisco's cable modem termination systems.

33. On information and belief, Cisco has had knowledge of the '883 patent at least as early as February 1999, when Alexander Cheng notified William Bailey, Cisco's Manager of New Markets and Technology, about the patent, and no later than April 17, 2013, when Cisco was served with a subpoena in connection with a lawsuit captioned *C-Cation Technologies, LLC. v. Comcast Corporation, et al*, case no. 2:11-CV-30 (E.D. Tex), which concerned allegations of infringement of the '883 patent.

34. Cisco knowingly and with reckless disregard has willfully infringed and continues to willfully infringe the '883 patent. Cisco has acted despite an objectively high likelihood that its actions constitute infringement of plaintiff's patent rights. Cisco knew of or should have known of this objectively high risk.

35. As a result of Cisco's acts of infringement, plaintiff has suffered and will continue to suffer damages in an amount to be proved at trial.



#### **COUNT FOUR – INFRINGEMENT OF U.S. PATENT 5,563,883 BY CASA SYSTEMS**

36. Plaintiff incorporates by reference Paragraphs 1 through 35 in their entirety as if fully set forth herein.

37. On information and belief, Casa Systems has been and is now infringing the '883 patent by making, using, testing, and/or implementing cable systems and/or components thereof that fall within and whose use falls within the scope of at least one claim of the '883 patent. Any Casa Systems cable systems and/or components that perform or are capable of performing the accused functions (and/or the use of such cable systems and/or components thereof), and that are not licensed by plaintiff, infringe one or more claims of the '883 patent.

38. On information and belief, Casa Systems has been and is now inducing the infringement of the '883 patent by making, offering for sale, selling, advertising and/or marketing to cable providers such as TWC, who are not licensed by plaintiff, cable system components for use in cable systems that infringe and whose use infringes at least one claim of the '883 patent. These cable system components include, but are not limited to, cable modem termination systems that perform, or are capable of performing, the accused functions. These components include but are not limited to cable system components that are compliant with the DOCSIS standard (*e.g.*, versions 1.1, 2.0 and 3.0).

39. On information and belief, Casa Systems encourages and instructs its customers, including cable providers such as TWC, who are not licensed by plaintiff, to infringe with knowledge that the induced acts constitute patent infringement. Casa Systems has been and is now intentionally instructing and/or directing cable providers, who are not licensed by plaintiff, to purchase, use and/or implement in their respective cable systems, Casa Systems cable system

components that perform or are capable of performing the accused functions. Casa Systems possesses specific intent to encourage infringement by its customers.

40. On information and belief, Casa Systems has been and is now contributing to the infringement of the '883 patent by making, offering for sale and selling to cable providers such as TWC, who are not licensed by plaintiff, cable systems or cable system components that perform or are capable of performing the accused functions, with knowledge that these cable systems components are especially adapted for use in a system covered by the '883 patent and/or provided for use in practicing a method covered by the '883 patent. On information and belief, there are no substantial non-infringing uses for the accused functions in Casa Systems' cable system components, including but not limited to Casa Systems' cable modem termination systems.

41. On information and belief, Casa Systems has had knowledge of the '883 patent at least as early as the filing of this Complaint.

42. To the extent Casa Systems did not, or does not, cease its infringing activities as of the time it learned of the '883 patent, its infringement is and continues and to be willful and deliberate. Casa Systems has acted despite an objectively high likelihood that its actions constitute infringement of plaintiff's valid patent rights. Casa Systems knew of or should have known of this objectively high risk.

43. As a result of Casa Systems' acts of infringement, plaintiff has suffered and will continue to suffer damages in an amount to be proved at trial.

### **PRAYER FOR RELIEF**

WHEREFORE, plaintiff prays for the following relief:

- A. A judgment in favor of plaintiff that defendants have infringed, directly and/or indirectly by way of inducement or contributory infringement, at least one claim of the '883 patent;
- B. An award to plaintiff of damage pursuant to at least 35 U.S.C. § 284 for defendants' past infringement and any continuing or future infringement, including both compensatory damages and treble damages for defendants' willful infringement;
- C. A judgment and order requiring defendants to pay the costs of this action (including all disbursements), as well as attorneys' fees as provided by 35 U.S.C. § 285;
- D. An award to plaintiff of pre-judgment and post-judgment interest on its damages;  
and
- E. Such other further relief in law or equity to which plaintiff may be justly entitled.

### **DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiff hereby demands a trial by jury as to all issues so triable.

Dated: February 4, 2014

Respectfully submitted,

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