

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

HANGER SOLUTIONS, LLC,  
Plaintiff,

v.

CEQUEL COMMUNICATIONS, LLC  
d/b/a SUDDENLINK COMMUNICATIONS,  
Defendant.

CIVIL ACTION NO. 6:22-cv-00330

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT**

Plaintiff HANGER SOLUTIONS, LLC (hereinafter, “Plaintiff” or “Hanger”), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant CEQUEL COMMUNICATIONS, LLC (hereinafter, “Defendant” or “Cequel”), based on its own knowledge as to itself and its own actions, and based on information and belief as to all other matters, as follows:

**NATURE OF THE ACTION**

1. This is a patent infringement action to stop Defendant’s infringement of the following United States Patents (collectively, the “Patents-in-Suit”), copies of which are attached hereto as **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E**, respectively:

	<b>U.S. Patent No.</b>	<b>Title</b>
A.	6,119,171 (“171 Patent”)	Domain Name Routing
B.	6,430,623 (“623 Patent”)	Domain Name Routing
C.	6,609,159 (“159 Patent”)	Methods, Systems, And Machine Readable Programming For Interposing Front End Servers Between Servers And Clients
D.	6,772,227 (“227 Patent”)	Communicating Between Address Spaces
E.	6,868,160 (“160 Patent”)	System And Method For Providing Secure Sharing Of Electronic Data

2. Plaintiff seeks monetary damages.

### **PARTIES**

3. Hanger is a limited liability company organized and existing under the laws of the State of Georgia and maintains its principal place of business at 44 Milton Avenue, Suite 254, Alpharetta, Georgia, 30009 (Fulton County).

4. Based upon public information, Cequel is a limited liability corporation duly organized and existing under the laws of the state of Delaware since at least December 8, 2005.

5. Defendant may be served through its registered agent, Corporation Service Company, at 251 Little Falls Drive, Wilmington, Delaware, 19808.

6. Based upon public information, Cequel does its business in under the name “Suddenlink Communications”.

### **JURISDICTION AND VENUE**

7. Hanger repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

8. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

9. The Court has personal jurisdiction over Cequel because: Defendant has minimum contacts within the State of Texas and in this District; Defendant has purposefully availed itself of the privileges of conducting business in the State of Texas and in this District; Defendant has sought protection and benefit from the laws of the State of Texas; Defendant has established offices in the State of Texas and is registered to do business the State of Texas; Defendant regularly conducts business within the State of Texas and within this District, and Plaintiff’s causes of action arise directly from Defendant’s business contacts and other activities in the State of Texas and in

this District.

10. More specifically, Cequel, directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and services in the United States, the State of Texas, and in this District.

11. Based upon public information, Cequel solicits customers in the State of Texas and in this District and has many paying customers who are residents of the State of Texas and this District and who use its products in the State of Texas and in this District.

12. Venue is proper in this district under 28 U.S.C. § 1400(b) because Cequel, directly and/or through its Agents and intermediaries, has a number of regular and established places of business in Texas and this District, and the allegations of infringement involve actions within Texas and this District. *See In re: Cray Inc.*, 871 F.3d 1355, 1362-1363 (Fed. Cir. 2017). Cequel is also registered to do business in the State of Texas, has offices in the State of Texas, has transacted business in this District, and has committed acts of direct and indirect infringement in this District.

13. Based upon public information, Cequel has a regular and established place of business at 4402 Williams Drive, Georgetown, Texas, 78628, at which it offers its products that are alleged to infringe one or more claims of the Patents-in-Suit.

14. Based upon public information, Cequel has a regular and established place of business at 4511 N. Midkiff Road, C-26, Midland, Texas, 79705 at which it offers its products that are alleged to infringe one or more claims of the Patents-in-Suit.

15. Defendant has done and does business in this District, and it has committed acts of infringement in, and continues to commit acts of infringement in, this District by directly selling and offering for sale the Accused Products, and its services, including those accused of

infringement here, to customers and potential customers located in Texas, including in this District and at least at the addresses above. Furthermore, Defendant directly and/or through its agents and intermediaries, has regular and established places of business throughout this District where it operates, sells, services, develops, designs, and/or markets and has operated, sold, serviced, developed, designed, and/or marketed during the relevant period of infringement, one or more of its infringing products at several facilities in this District, including at least at its facilities located at the addresses above.

### **BACKGROUND INFORMATION**

16. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office (hereinafter, the “USPTO”) after full and fair examinations.

17. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Defendant for infringement and recover past damages.

18. Plaintiff has at all times complied with the marking provisions of 35 U.S.C. § 287 with respect to the Patents-in-Suit.

19. Plaintiff does not sell, offer to sell, make, or use any products itself, so it does not have any obligation to mark any of its own products under 35 U.S.C. § 287.

### **DEFENDANT’S PRODUCTS AND SERVICES**

20. Based upon public information, Cequel has rights to, owns, operates, advertises, and/or controls the websites [www.suddenlink.com](http://www.suddenlink.com), [www.suddenlinkbusiness.com](http://www.suddenlinkbusiness.com), through which it advertises, sells, offers to sell, provides and/or educates customers about its infringing products. *See Exhibit F and Exhibit G.* Based upon public information, Cequel, directly and/or through its agents and intermediaries, also operates, advertises, and/or controls its offices in Georgetown and Midland, through which it advertises, sells, offers to sell, provides and/or educates customers about

its infringing products.

21. Based upon public information, Defendant also provides training and educational information for its products, including the products accused of infringement in this complaint. *See Exhibit H and Exhibit I.*

**COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,119,171**

22. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

23. The '171 Patent was issued on September 12, 2000, after full and fair examination by the USPTO of Application No. 09/015,840 which was filed on January 29, 1998. *See Ex. A.*

24. Based upon public information, Plaintiff is informed and believes that Defendant infringed one or more claims of the '171 Patent, either literally or under the doctrine of equivalents, because it shipped, distributed, made, used, imported, offered for sale, sold, made available for use, promoted, and/or advertised its Suddenlink website infrastructure (the "Website Infrastructure") which provides a method of communicating data to its customers and partners. *See Ex. F.*

25. Upon information and belief, Suddenlink Website Infrastructure meets each and every element of at least Claim 1 of the '171 Patent, either literally or equivalently.

26. Based upon public information, Cequel has infringed one or more claims of the '171 Patent, including Claim 1, because, it employs its Website Infrastructure for communicating data through the steps of receiving a data unit (*e.g.*, data of a discrete size and content), said data unit includes a destination address (*e.g.*, 66.76.203.114) and a first set of information (*e.g.*, server name information like images.suddenlink.com) representing a first domain name (*e.g.*, images.suddenlink.com) said destination address corresponds to each entity in a set of two or more entities (*e.g.*, images.suddenlink.com, static.suddenlink.com, and/or isaoptimum.suddenlink.com), said domain name corresponds to a first entity in said set of entities (*e.g.*, a WWW server)

translating said first domain name to a first address (*e.g.*, using DMZ), said first address corresponds to said first entity and does not correspond to any other entity in said set of entities; and sending said data unit to said first entity using said first address (*e.g.*, using TLS).

27. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

28. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT II: INFRINGEMENT OF U.S. PATENT NO. 6,430,623**

29. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

30. The '623 Patent\ was issued on August 6, 2002, after full and fair examination by the USPTO of Application No. 09/492,565 which was filed on January 27, 2000. *See Ex. B.*

31. Based upon public information, Plaintiff is informed and believes that Defendant infringed one or more claims of the '623 Patent, either literally or under the doctrine of equivalents, because it shipped, distributed, made, used, imported, offered for sale, sold, made available for use, promoted, and/or advertised its Suddenlink Website Infrastructure, which provides a method of private network communication between entities on at least [www.suddenlink.com](http://www.suddenlink.com).

32. Based upon public information, Cequel has infringed one or more claims of the '623 Patent, including Claim 1, because, through its Website Infrastructure because it provides a method for communicating with entities (*e.g.*, domains on various web servers like, for instance, [images.suddenlink.com](http://images.suddenlink.com), [static.suddenlink.com](http://static.suddenlink.com), and/or [isaoptimum.suddenlink.com](http://isaoptimum.suddenlink.com)) in a private network (*e.g.*, LAN/VPN/DMZ/firewalled/etc.) that initiates communications (*e.g.*, from outside the private network via external device) with a first entity (*e.g.*, [images.suddenlink.com](http://images.suddenlink.com) at

66.76.203.114) using a unique identifier (*e.g.*, URL) that is used below the application layer (*e.g.*, using TLS), and where that first entity is in the private network (*e.g.*, DMZ using private subnet), is an addressable physical entity (*e.g.*, web server) that does not have a globally unique address and can communicate messages (*e.g.*, packets) toward said first entity (*e.g.*, domain) that reach said first entity via an intermediate entity (*e.g.*, router) that has a first global address (*e.g.*, IP address).

33. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

34. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT III: INFRINGEMENT OF U.S. PATENT NO. 6,609,159**

35. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

36. The '159 Patent was issued on August 19, 2003, after full and fair examination by the USPTO of Application No. 09/201,303 which was filed on November 30, 1998. *See Ex. C.*

37. Based upon public information, Plaintiff is informed and believes that Defendant infringed one or more claims of the '159 Patent, either literally or under the doctrine of equivalents, because it shipped, distributed, made, used, imported, offered for sale, sold, made available for use, promoted, and/or advertised its internal and external products and systems, including but not limited to its Website Infrastructure, using VMWare to virtualize its network operations, data center, and enterprise infrastructure ("Suddenlink Virtualized Environments").

38. Upon information and belief, the Suddenlink Virtualized Environments meet each and every element of at least Claim 6 of the '159 Patent, either literally or equivalently.

39. Based upon public information, the Cequel infringed one or more claims of the '159 Patent, including Claim 6, because its Suddenlink Virtualized Environments provide a method for running an interposed dynamically-loaded library (virtual switches) linked to a back end server (server with VMWare) in a given operating system space (VM Kernel); running a front end server program (Guest OS Virtual Machine) loaded in the given operating system space (VM Kernel); using the library to respond to standard operating system calls by the back end server, including using the library to respond to an operating system call by the back end server to accept a connection from a remote client (guest user on a back end server) by communicating the call and its parameters to the front end server (Guest OS Virtual Machine) over a first pipe; using the front end server to accept a connection from a remote client; using the front end server to communicate a socket associated with the client connection to the library (via system socket activation); and using the library to return program flow from the library's execution of the accept call back to the back end server with information specifying the socket received from the front end server in the same format in which the operating system returns socket information in response to an accept call.

40. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

41. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 6,772,227**

42. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

43. The '227 Patent was issued on August 3, 2004, after full and fair examination by



the USPTO of Application No. 10/147,442 which was filed on May 16, 2002. *See Ex. D.* A Certificate of Correction was issued on June 5, 2007. *See id.*

44. Based upon public information, Plaintiff is informed and believes that Defendant infringed one or more claims of the '227 Patent, either literally or under the doctrine of equivalents, because it shipped, distributed, made, used, imported, offered for sale, sold, made available for use, promoted, and/or advertised its Suddenlink Website Infrastructure, which provide a method communicating messages between entities in different address spaces on at least [www.suddenlink.com](http://www.suddenlink.com).

45. Based upon public information, Suddenlink Website Infrastructure has infringed one or more claims of the '227 Patent, including Claim 1, because it provides a receiving a message (packet) from a first entity in a first address space (*e.g.*, 10.0.0.3), said message includes a destination network address (*e.g.*, 66.76.203.114) and an identification of a second entity (*e.g.*, [www.suddenlink.com](http://www.suddenlink.com)) in a second address space (*e.g.*, on private subnet using, for instance, DMZ), said second entity does not have a routable address in said first address space; determining a destination address in said second address space (*e.g.*, a WWW server) for said message based on said identification (*e.g.*, [images.suddenlink.com](http://images.suddenlink.com) or similar); and sending said message to a destination using said destination address (*e.g.*, using SNI routing) in said second address space.

46. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

47. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT V: INFRINGEMENT OF U.S. PATENT NO. 6,868,160**

48. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

49. The '160 Patent was issued on March 15, 2005 after full and fair examination by the USPTO of Application No. 09/435,771 which was filed on November 8, 1999. *See Ex. E.* A Certificate of Correction was issued on January 27, 2009. *See id.*

50. Based upon public information, Plaintiff is informed and believes that Defendant infringed one or more claims of the '160 Patent, either literally or under the doctrine of equivalents, because it shipped, distributed, made, used, imported, offered for sale, sold, made available for use, promoted, and/or advertised its Suddenlink Website Infrastructure, which provides a method of providing public and private keys.

51. Upon information and belief, Cequel's Suddenlink Website Infrastructure meets each and every element of at least Claim 1 of the '160 Patent, either literally or equivalently.

52. Based upon public information, Cequel infringed one or more claims of the '160 Patent, including Claim 1, because it provides the steps of receiving a key generation request associated with a message (*e.g.*, transmitted via TLS), the key generation request including at least one attribute uniquely associated with a user of a device (*e.g.*, Suddenlink uses ECDHE for public-private key pairing); generating a public and/or private key associated with the user of the device responsive to the key generation request associated with the message (*e.g.*, said message is sent using the key agreement protocol); and providing the public key and/or private key to the device (*e.g.*, server key exchange occurs).

53. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

54. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot

be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**JURY DEMAND**

55. Plaintiff demands a trial by jury on all issues.

**PRAYER FOR RELIEF**

56. Plaintiff respectfully requests the following relief:

- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by Cequel;
- B. An award of damages to be paid by Cequel adequate to compensate Plaintiff for Cequel's past infringement, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Cequel's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;
- C. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- D. Any further relief that this Court deems just and proper.

Dated: March 29, 2022

Respectfully submitted,

/s/ James F. McDonough, III

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**ATTORNEYS FOR PLAINTIFF *Hanger Solutions, LLC***

\* admitted to Western District of Texas

\*\* admission *pro hac vice* to Western District of Texas anticipated

**LIST OF EXHIBITS**

- A. U.S. Patent No. 6,119,171
- B. U.S. Patent No. 6,430,623
- C. U.S. Patent No. 6,609,159
- D. U.S. Patent No. 6,772,227
- E. U.S. Patent No. 6,868,160
- F. Webpage: [www.suddelink.com](http://www.suddelink.com)
- G. Webpage: [www.suddenlinkbusiness.com](http://www.suddenlinkbusiness.com)
- H. Webpage: [www.suddenlinkbusiness.com/enterprise](http://www.suddenlinkbusiness.com/enterprise)
- I. Webpage: [www.suddenlinkbusiness.com/agents](http://www.suddenlinkbusiness.com/agents)