

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

**TOUCHSTREAM TECHNOLOGIES,  
INC.,**

*Plaintiff,*

v.

**CHARTER COMMUNICATIONS, INC.,  
et al.,**

*Defendants.*

**Lead Case No. 2:23-cv-00059-JRG**  
Member Case No. 2:23-cv-00062-JRG

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**TOUCHSTREAM TECHNOLOGIES,  
INC.,**

*Plaintiff,*

v.

**COMCAST CABLE  
COMMUNICATIONS, LLC, D/B/A  
XFINITY, et al.,**

*Defendants.*

**JURY TRIAL DEMANDED**

**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Touchstream Technologies, Inc., hereby files this First Amended Complaint for Patent Infringement against Charter Communications, Inc., Charter Communications Operating, LLC, Spectrum Management Holding Company, LLC, Time Warner Cable Enterprises, LLC, Spectrum Gulf Coast, LLC, and Charter Communications, LLC (collectively, “Spectrum”) and alleges, upon information and belief, as follows:

## **THE PARTIES**

1. Plaintiff Touchstream Technologies, Inc., d/b/a Shodogg (“Touchstream” or “Plaintiff”) is a Delaware corporation with its principal place of business in South Dakota.
2. On information and belief, defendant Charter Communications, Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 12405 Powerscourt Drive, St. Louis Missouri, 63131.
3. According to its website, <https://corporate.charter.com/about-charter>, Charter Communications, Inc. serves “more than 32 million customers in 41 states through its Spectrum brand.”
4. Charter owns or leases, and maintains and operates several stores in this district by and through subsidiary limited liability companies that it manages and controls, including at least Spectrum Gulf Coast LLC, and negotiates and signs agreements on Spectrum Gulf Coast’s behalf.
5. In these stores, Charter Communications, Inc. owns, stores, markets, and sells equipment that perform the Accused Functionalities defined below, including at least Set Top Boxes.<sup>1</sup>
6. Charter Communications, Inc. is the corporate manager of its subsidiary LLCs that own or lease property in this district, that employ employees in this district, and that market, own, store, sell, and lease equipment performing the Accused Functionalities in this district. Charter Communications, Inc. has the right to exercise near total control of each entity’s operations through its LLC agreements with each entity.
7. On information and belief, defendant Charter Communications Operating, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 400 Atlantic Street, Stamford, Connecticut 06901.

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<sup>1</sup> The accused Spectrum functionalities are described at ¶¶ 44, et. seq., infra.

8. On information and belief, defendant Spectrum Management Holding Company, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 400 Atlantic Street, Stamford, Connecticut 06901.

9. On information and belief, defendant Time Warner Cable Enterprises, LLC is a limited liability company registered with the state of Texas, organized and existing under the laws of the State of Delaware, with its principal place of business at 12405 Powerscourt Drive, Stamford, CT 06901.

10. On information and belief, defendant Spectrum Gulf Coast, LLC is a foreign limited liability company registered in the state of Texas, and organized and existing under the laws of the State of Delaware, with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131.

11. On information and belief, defendant Charter Communications, LLC is a foreign limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 12405 Powerscourt Drive, St. Louis Missouri 63131. Charter Communications, LLC may be served at 211 E. 7th Street Suite 620, Austin, Texas 78701.

12. Charter Communications, LLC employs personnel that market, install, service, repair, and/or replace equipment providing the Accused Functionalities in this district by and through subsidiary limited liability companies that it manages and controls.

### **NATURE OF THE ACTION**

13. This is a civil action against Spectrum for patent infringement arising under the patent statutes of the United States, 35 U.S.C. § 271 *et seq.* for the infringement of United States Patent No. 8,356,251 (the “’251 Patent”), No. 11,048,751 (the “’751 Patent”), and No. 11,086,934 (the “’934 Patent”) (alternatively, “the Touchstream Patents”). A true and correct copy of the ’251, ’751, and ’934 patents are attached as Exhibits 1, 2, and 3 to this Complaint.

### **JURISDICTION AND VENUE**

14. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a).

15. This Court has personal jurisdiction over Spectrum in this action because Spectrum has committed acts within the Eastern District of Texas giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Spectrum would not offend traditional notions of fair play and substantial justice. Spectrum has engaged in continuous, systematic, and substantial activities within this State, including substantial marketing and sales of products—including the Spectrum products<sup>2</sup> that are used by Spectrum in connection with performing the Accused Functionalities—within this State. Furthermore, Spectrum—directly and/or through subsidiaries or intermediaries—have committed and continue to commit acts of infringement in this District by, among other things, selling, offering to sell, and using the Spectrum services.

16. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and/or 1400(b). As discussed above, Spectrum currently has a regular and established place of business in this District, and has committed and continues to commit acts of patent infringement in this District.

17. Spectrum and/or one or more of its subsidiaries maintain permanent physical presences within the Eastern District of Texas, conducting business from numerous locations, including at least retail locations at 4255 Dowlen Road, Beaumont, Texas 77706; 3620 W University Drive, Suite 100, McKinney, Texas 75071; 190 E Stacy Road, Spaces 1714 & 1715, Frisco, Texas 75034; 18208 Preston Road Suite D 2, Dallas, Texas 75252; 2100 North Dallas Parkway, Suite 102, Plano,

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<sup>2</sup> The Spectrum products are defined at ¶¶ 42 *et. seq.*, *infra*.

Texas 75093; 700 Alma Road, Suite 101 & 103, Plano, Texas 75075; 1732 South Loop 288, Suite 130, Denton, Texas 76205; 3555 Legacy Drive, #150, Frisco, Texas 75034; 717 Hebron Parkway, Suite 130, Lewisville, Texas, 75057; 8425 Memorial Boulevard, Suite 300, Port Arthur, Texas 77640; and 3121 Edgar Brown Drive, Suite E, Orange, Texas 77630. Further, Spectrum and/or one or more of its subsidiaries maintain office space at least at 1816 Shady Oaks Drive, Denton, Texas, 76205.

18. Many, if not all, of the above locations feature the “Spectrum” public-facing brand name under which various Spectrum corporate entities operate.

19. On information and belief, Spectrum and/or one or more of its subsidiaries maintain numerous established physical presences in this district, including the above mentioned stores and, on information and belief, physical locations that support the performance of the Accused Functionalities: 2305 W Lucas Drive Unit E Beaumont Texas, 77706; 1300 Coit Road, Plano Texas 75075; 5161 State Hwy 135N, Tecula, Texas, 75766; 431 Rusk Ave, Wells, Texas 75976; 135 Houston St, Lewisville, Texas 75057; 150 Earnest Ave, Silsbee, Texas 77656; 630 E Gibson St, Jasper, Texas 75951; 2940 Terrell Ave, Beaumont, Texas 77701; 820 S. 27th St, Nederland, Texas, 77627.

### **TOUCHSTREAM’S PATENTS**

20. In 2010, David Strober, the inventor of the Touchstream Patents and the original founder of Touchstream, was working at Westchester Community College as a Program Manager and e-learning instructional designer. At this job Mr. Strober facilitated the development of online college courses, developing software as needed to support those efforts.

21. At least as early as mid-2010, Mr. Strober perceived the need to be able to take videos that could be viewed on a smaller device, like a smartphone, and “move” them to a larger screen, like a computer monitor or television. In working to bring his idea to fruition, Mr. Strober expanded

his work by using a device like a smartphone to cause a video to play on a second screen, even if that video resided elsewhere (like the public internet). Near the end of 2010, Mr. Strober had developed a working prototype that demonstrated his groundbreaking concept. Recognizing that that his invention could revolutionize how people located, viewed, and shared media, Mr. Strober filed his first patent application in April 2011.

22. The Touchstream Patents are not directed to an abstract idea, but are limited to a specific, concrete messaging architecture. The claims require various components to send or receive signals (or messages) to control the playback of videos from various media players over a network, with precise requirements varying by claim. They do not cover all forms of remote control of content over a network. Specific steps must be performed in their specified order. Steps of the '251 patent include, *inter alia*:

- Assigning a synchronization code to a display device by a server system;
- Receiving a message in the server system including the synchronization code;
- Storing a record in the server system based on the synchronization code;
- Receiving signals specifying a video file and identifying a particular media player;
- Including the synchronization code and a universal playback control command in the messages;
- Converting the universal playback control command to corresponding programming code; and
- Storing in a database information that specifies the video file to be acted upon, identifies the media player, and includes the corresponding programming code.

The '751 and '934 patent claims typically include similar, and some additional, steps. Further, Mr. Strober's improvements in this area do not reflect routine nor conventional steps. The arrangement of components and steps themselves is inventive, enabling, among other things, using different

media players, associating different devices with a synchronization code, and coordinating between a personal computing device and display device loading a plurality of media players, video files, and control commands.

23. The Touchstream Patents, which are entitled “Play Control of Content on a Display Device,” each claim priority to U.S. Provisional Patent Application No. 61/477,998 (filed on April 21, 2011).

24. On October 10, 2012, the U.S. Patent and Trademark Office issued a notice of allowance for the application that became the ’251 patent. On January 15, 2013, the U.S. Patent and Trademark Office duly and legally issued the ’251 patent to inventor David Strober. On June 29, 2021 the U.S. Patent and Trademark Office duly and legally issued the ‘751 Patent to inventor David Strober. On August 10, 2021, the U.S. Patent and Trademark Office duly and legally issued the ‘934 Patent to inventor David Strober.

25. Touchstream is the owner, by assignment, of all rights, title, and interest in the ’251, ‘751, and ‘934 patents.

### **BACKGROUND OF THE DISPUTE**

#### **TOUCHSTREAM REVOLUTIONIZES VIDEO STREAMING**

26. In 2011, inventor David Strober officially incorporated Touchstream to share his inventions with the world.

27. In the following years, Touchstream raised millions of dollars in investments.

28. Since 2011, Touchstream, d/b/a “Shodogg,” developed software that enables content to be wirelessly cast (e.g., accessed, displayed, and controlled) from a mobile device to a second display screen (e.g., TV, computer, tablet, etc.). Touchstream has been a leader in developing casting technology and has received numerous awards and recognition.

29. Unfortunately, the efforts of Touchstream and Touchstream's partners to appropriately monetize Mr. David Strober's inventions were significantly hindered by infringement of the Touchstream Patent, including by Spectrum. The timing and scope of Spectrum's infringement is discussed in more detail below.

**SPECTRUM MEETS WITH TOUCHSTREAM IN 2011-2017  
TO LEARN ABOUT THE PATENTED TOUCHSTREAM TECHNOLOGY**

30. Since at least December 14, 2011, Touchstream has made publicly clear that its revolutionary product offerings were "patent-pending."<sup>3</sup>

31. Just days after the first Touchstream Patent issued on January 15, 2013, Touchstream issued a press release announcing this patent award.<sup>4</sup>

32. It was pattern and practice for Touchstream to inform potential business partners of its patents and patent applications, as well as the fact that its technology was protected by those patents and patent applications.

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<sup>3</sup> See e.g., Sean Ludwig, *Shodogg will let you pause and restart video from any device (exclusive)*, VentureBeat (Dec. 14, 2011 7:00 AM), <https://venturebeat.com/2011/12/14/shodogg-video-sharing-phones-tvs-exclusive/>; Shodogg, *Shodogg Launches at CES and Transforms Streaming Video Delivery by Fueling Industry Expansion with Content Providers*, Cision PR Newswire (Jan. 10, 2012, 9:43 ET), <https://www.prnewswire.com/news-releases/shodogg-launches-at-ces-and-transforms-streaming-video-delivery-by-fueling-industry-expansion-with-content-providers-137010098.html>; *see also* <https://web.archive.org/web/20111003131546/http://shodogg.com/> (archived snapshot of Shodogg website from October 3, 2011) ("Shodogg is a patent-pending technology that allows viewers to access online streaming content from any smartphone and display it to any larger connected screen, such as a laptop, tablet, or TV.").

<sup>4</sup> Shodogg, *Shodogg announces the release of ScreenDirect a business-to-business solution enabling companies to seamlessly direct digital content across screens*, Cision PR Newswire (Jan. 17, 2013 9:15 ET) <https://www.prnewswire.com/news-releases/shodogg-announces-the-release-of-screendirect-a-business-to-business-solution-enabling-companies-to-seamlessly-direct-digital-content-across-screens-187284641.html>; *See also, e.g., Meet Shodogg Who Won this Year's Techweek NYC Launch Competition*, AlleyWatch (12/2014), <https://www.alleywatch.com/2014/12/meet-shodogg-who-won-this-years-techweek-nyc-launch-competition/>.



33. Beginning in November 2011, Touchstream and Time Warner Cable (“TWC”) (later acquired by Spectrum) began discussing a potential partnership concerning the technology invented by Touchstream. During their meeting with an executive at TWC, Touchstream described its technology as “IP-based” and “patent pending.”

34. Following their initial contact in November 2011, TWC executives scheduled a meeting with Touchstream at TWC’s office in New York for December 1, 2011.

35. At the Consumer Electronics Show (“CES”) in January 2012, the same TWC executive stopped by Touchstream’s booth, bringing additional TWC employees to view Touchstream’s technology. Touchstream continued to regularly correspond with TWC throughout 2012.

36. Later, on August 25, 2012, Touchstream personnel forwarded a press release titled “Shodogg is now an officially PATENTED Technology” to two TWC executives. This press release not only indicated that Touchstream had been received at least one patent, but also that Touchstream’s “technology team has applied for additional patents.”

37. Several more TWC executives met with Touchstream on June 19, 2013 to evaluate Touchstream’s technology.

38. In 2014, TWC invited Touchstream to take part in the first ever TWC “pitch day.” In preparation for this pitch day, TWC’s agent, Evol8tion, asked Touchstream whether “you have any patents or technology you believe is completely proprietary.” Touchstream responded on May 15, 2014, stating that Touchstream “own[s] 3 patents and ha[s] more pending.”

39. The facts discussed above evidence willful blindness as to Touchstream’s intellectual property rights. Touchstream regularly referred to its technology as “patent-pending” and specifically disclosed the existence of at least three (3) patents protecting Touchstream’s technology. Accordingly, Spectrum either investigated Touchstream’s intellectual property and

became aware of the patent numbers at issue, or chose not to investigate Touchstream’s patents in an effort to remain willfully blind to the same.

40. Spectrum also knew, or at the very least should have known, of the issued Touchstream Patents on or shortly after the date each such patent was issued, beginning with the ‘251 Patent that issued in January 2013.

41. At no point in 2011-2017 did Spectrum reach out to Touchstream about potentially acquiring a license to Touchstream’s pending or awarded patents, and to this day Spectrum has not requested or received a license to the Touchstream Patents.

### **SPECTRUM UNVEILS ITS INFRINGING SERVICES**

42. On information and belief, Spectrum has operated its Spectrum TV App product—which perform the infringing functionalities—since at least 2016.<sup>5</sup>

43. As of December 31, 2022, Spectrum announced it had 15.1 million video customers.<sup>6</sup>

### **THE ACCUSED SPECTRUM TV FUNCTIONALITIES**

44. The accused Spectrum TV App functionalities comprise the methods performed through operation of at least the Spectrum set top box (“STB”) devices as well as the Spectrum TV mobile applications. The accused products did provide in the past, and continue to provide, functionality and structure that facilitates the controlling of content, such as audio and/or video content, on a content presentation device that loads any one of a plurality of different media players described in further detail below.

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<sup>5</sup> See, e.g., Apple, *App Store Preview: Spectrum TV*, <https://apps.apple.com/us/app/spectrum-tv/id420455839> (indicating copyright 2016).

<sup>6</sup> Charter Communications, Inc., Form 10-K, at 5 (Dec. 2022)

## Access Everything with the Spectrum TV App



Every screen is a TV screen with the Spectrum TV App. Download on your favorite connected devices and start streaming at home or on-the-go.

- ✓ Stream Live TV, On Demand, channel apps and more
- ✓ Cast to your connected TV right from the app
- ✓ Set controls, make watchlists, even turn your phone into a remote

[LEARN MORE](#)

<https://www.spectrum.com/cable-tv>

45. Upon initial operation, the STB is connected to a device having a screen (e.g., a television). The user then activates their STB with their Spectrum account information, such as account number or phone number. On information and belief, the STB communicates with Spectrum servers to register a Device Identifier associated with the user account.

### Front

*Note:* The image may differ from the actual digital receiver.



1. **Power:** Switches between operation and standby modes.
2. **Navigation:** Arrows move the cursor up, down, left, or right. Circle selects a menu or confirms a selection.
3. **Menu:** Displays the navigation keys on the front panel of digital receiver.
4. **USB:** Supports the charging of external devices (i.e. cell phone, tablet)
5. **Reset:** Restarts the digital receiver.

*Note:* The product information label is on the bottom of your digital receiver.

### Rear

*Note:* The image may differ from the actual digital receiver.



1. **Cable In:** Connect a coaxial cable from your service provider.
2. **Analog:** Use an RCA cable to connect to the audio system.
3. **Digital:** Use an S/PDIF cable to connect to the audio system.
4. **HDMI:** Use an HDMI cable to connect a high definition TV.
5. **Network:** No current capabilities
6. **USB:** No current capabilities
7. **Power:** Use the AC adaptor to connect to the power supply.

### Spectrum STB

[https://d15yx0mnc9teae.cloudfront.net/sites/default/files/sup\\_spectrum\\_worldbox\\_100\\_200\\_quickStart-1465322682.pdf](https://d15yx0mnc9teae.cloudfront.net/sites/default/files/sup_spectrum_worldbox_100_200_quickStart-1465322682.pdf)

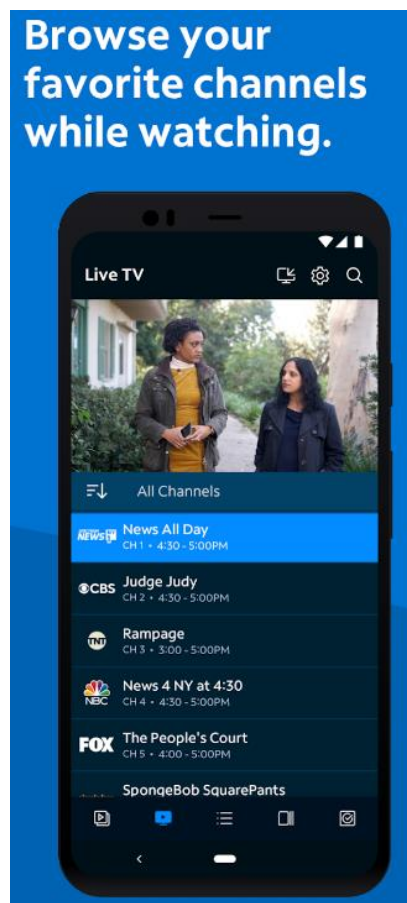
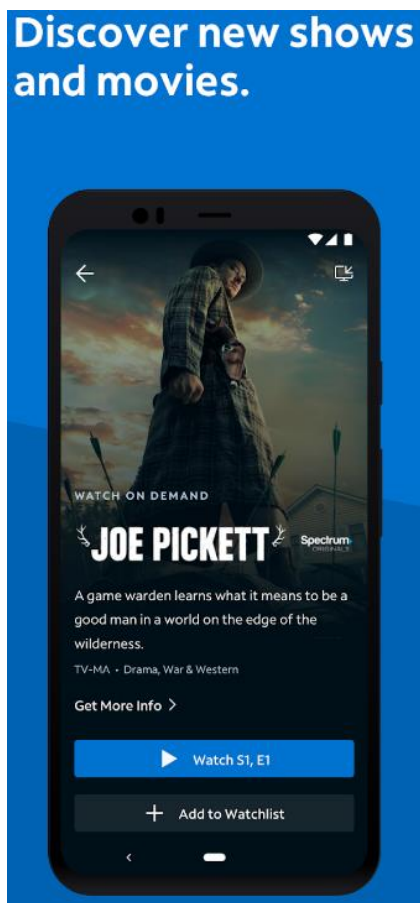
46. A user may then download and install the Spectrum TV application on their mobile device (e.g., a smartphone). The mobile application allows users to discover and connect to their STB

device, by way of a synchronization code or unique identifier. On information and belief, Spectrum STBs have Device Identifiers. By way of non-limiting examples, each STB has a unique “Receiver Name” and a “Unit Address” to identify and associate the STB. The STB and mobile application communicate via a server intermediary that associates the two devices. On information and belief, the mobile devices’ messages include this synchronization code or unique identifier, and the server uses this information to route messages to the desired STB.

TURN ANY SCREEN INTO A TV

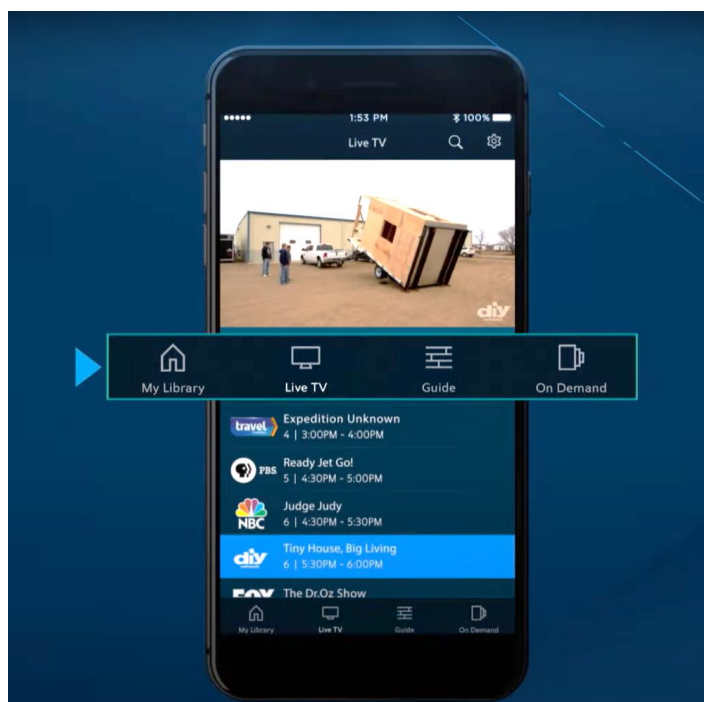
- Stream live TV anywhere you have a connection.
- Enjoy streaming thousands of On Demand shows and movies.
- Cast from your phone or tablet to a compatible TV with Chromecast.

[https://play.google.com/store/apps/details?id=com.TWCableTV&hl=en\\_US&gl=US](https://play.google.com/store/apps/details?id=com.TWCableTV&hl=en_US&gl=US)



[https://play.google.com/store/apps/details?id=com.TWCableTV&hl=en\\_US&gl=US](https://play.google.com/store/apps/details?id=com.TWCableTV&hl=en_US&gl=US)

47. Users may then use the Spectrum TV application to browse and discover content. The mobile application presents content on the mobile device screen by title, image, and other metadata such as series seasons and episodes. Users can navigate the mobile application interface to see different content options available to them via their Spectrum account. Spectrum provides content from a variety of sources, for example Live TV, DVR, or Video on Demand sources. On information and belief, the mobile application retrieves content options and information from a remote Spectrum server.



Spectrum, *Using the Spectrum TV App*, <https://www.youtube.com/watch?v=1bPuIRY19b8>

48. By browsing content on the mobile application, users may find and select the content they wish to view. Upon finding their desired content, users pick the content on the mobile application and press “watch on TV” to send a message to a server system including information identifying the media and its respective media player. The server system communicates this information to the STB so the STB can effect the user’s commands, for instance, by loading the content and media player, and beginning playback of their selected TV show.



Spectrum, Using the Spectrum TV App, <https://www.youtube.com/watch?v=1bPuIRY19b8>

49. Users may also use the same mobile application to control playback of content. On information and belief, initial content selection is accompanied by a “play” command, so when a user selects content it automatically begins playing. Further, on information and belief, a user may send play/pause, rewind, fast-forward, and seek commands from the mobile application. On information and belief, the mobile application sends these messages to the server system, which translates or converts them into commands each particular media player can execute, and stores a record of the message.

50. Spectrum provide media from various sources, for example Live TV channels, or Video on Demand. Users may select content from any of these sources via the mobile application. The mobile device communicates to the server what media player is required for the specified content. The server system then relays instructions to the STB device to load the corresponding media player. For instance, on information and belief, Live TV and Video on Demand use different media

codecs. Different media players handle these codecs, and allow for similar viewing experiences for the end user.

51. Each of the steps discussed above is either performed by or otherwise attributable to Spectrum. To the extent another actor performs any of these steps, Spectrum directs or controls that performance, conditioning participation in the activity or the receipt of a benefit upon performance of the patented method steps, and establishing the manner or timing of that performance. Additionally, Spectrum profits from their infringement and have the right and ability to stop or limit the infringement. For instance, Spectrum tests and demonstrates the accused functionality, including in advertisements. Further, Spectrum advertises and demonstrates to customers that the infringing method steps will be performed, as shown above. Further, Spectrum cause automatic updates to the Spectrum TV systems. As discussed below, the functionality advertised and directed by Spectrum infringes the Touchstream Patent, and on information or belief, is known by Spectrum to do so.

#### **COUNT I: INFRINGEMENT OF THE '251 PATENT**

52. Touchstream adopts and incorporates by reference the allegations set forth in ¶¶ 1-51, *supra*.

53. Spectrum directly infringes at least claim 1 of the '251 patent by performing the methods described in ¶¶ 42-51, *supra*.

54. For example, Spectrum performs the machine-implemented method of controlling presentation of video content on a display device that loads any one of a plurality of different media players. *See, e.g.*, ¶¶ 42-51, *supra*. Spectrum further assigns, by a server system, a synchronization code to the display device. *See, e.g.*, ¶¶ 45-46, *supra*. Spectrum further receives, in the server system, a message from a personal computing device that is separate from the server system and separate from the display device, wherein the message includes the synchronization

code. *See, e.g.*, ¶ 46, *supra*. Spectrum further stores, by the server system, a record establishing an association between the personal computing device and the display device based on the synchronization code. *See, e.g.*, ¶¶ 45-46, *supra*. Spectrum further receives, in the server system, one or more signals from the personal computing device, the one or more signals specifying a video file to be acted upon and identifying a particular media player for playing the video content, the one or more signals further including a universal playback control command for controlling playing of the video content on the display device by the particular media player. *See, e.g.*, ¶ 49, *supra*. Spectrum further converts, by the server system, the universal playback control command into corresponding programming code to control playing of the video content on the display device by the particular media player, wherein converting the universal playback control command includes selecting from among a plurality of specific commands, each of which represents a corresponding playback control command for a respective media player. *See, e.g.*, ¶ 49, *supra*. Spectrum further stores, in a database associated with the server system, information for transmission to or retrieval by the display device, wherein the information specifies the video file to be acted upon, identifies the particular media player for playing the video content, and includes the corresponding programming code to control playing of the video content on the display device by the particular media player in accordance with the universal playback control command. *See, e.g.*, ¶¶ 46-49, *supra*.

55. Spectrum's infringement of the '251 patent has been, is, and continues to be willful, including Spectrum's infringement of at least claim 1 as described at ¶¶ 30-41, *supra*.

56. Touchstream has been and will continue to be irreparably harmed by Spectrum's infringing acts, requiring the entry of a permanent injunction to prevent Spectrum's further infringement of the '251 patent because Touchstream does not have another adequate remedy at law.



**COUNT II: INFRINGEMENT OF THE '751 PATENT**

57. Touchstream adopts and incorporates by reference the allegations set forth in ¶¶ 1-56, *supra*.

58. Spectrum directly infringes at least claim 12 of the '751 patent by performing the methods described in ¶¶ 30-41, *supra*.

59. For example, Spectrum performs the computer-implemented method for remotely presenting various types of content. *See, e.g.*, ¶¶ 42-51, *supra*. Spectrum further obtains, by the content presentation device, a synchronization code association with the content presentation device. *See, e.g.*, ¶¶ 45-46. Spectrum further stores, by a remote server, an association between the content presentation device and remote device. *See, e.g.*, ¶¶ 45-46. Spectrum further receives, by the content presentation device, a message from the server device based at least in part on the stored association and a message including at least one command having been sent from the associated remote computing device. *See, e.g.*, ¶¶ 45-48. Spectrum further selects, by the content presentation device, a media player application from a plurality of media player applications based at least in part on the format of the message from the remote device. *See, e.g.*, ¶ 50. Spectrum further controls, by the content presentation device, the selected media player based on the command from the remote device. *See, e.g.*, ¶¶ 49-50.

60. Spectrum's infringement of the '751 patent has been, is, and continues to be willful, including Spectrum's infringement of at least claim 1 as described at ¶¶ 30-41, *supra*.

61. Touchstream has been and will continue to be irreparably harmed by Spectrum's infringing acts, requiring the entry of a permanent injunction to prevent Spectrum's further infringement of the '751 patent because Touchstream does not have another adequate remedy at law.

**COUNT III: INFRINGEMENT OF THE '934 PATENT**

62. Touchstream adopts and incorporates by reference the allegations set forth in ¶¶ 1-61, *supra*.

63. Spectrum directly infringes at least claim 17 of the '934 patent by performing the methods described in ¶¶ 42-51, *supra*.

64. For example, Spectrum performs the method of controlling playback of various types of content. *Id.* Spectrum further provides, by a media receiver, a unique identification code of the media receiver to a computing device in communication with a server system. *See, e.g.,* ¶¶ 45-46. Spectrum further, based on the provided unique identification code, receives, by the media receiver via the server system, a set of messages from the computing device, the messages referencing a piece of content associated with a first type of media playing application of a plurality of media playing application types, and including a set of commands converted from a universal format defined by the computing device to a first format that corresponds to the first type of media playing application. *See, e.g.,* ¶¶ 46, 48-50. Spectrum further, in response to receiving the set of messages, selects, by the media receiver, the type of media playing application from a plurality of media playing application types based at least in part on its associations with the piece of content referenced in the received set of messages. *See, e.g.,* ¶¶ 49-50. Spectrum further controls, by the media receiver, how the selected type of media playing application plays the referenced piece of content based on at least one command of the converted set of commands included in the received set of messages. *See, e.g.,* ¶ 49.

65. Spectrum's infringement of the '934 patent has been, is, and continues to be willful, including Spectrum's infringement of at least claim 1 as described at ¶¶ 30-41, *supra*.

66. Touchstream has been and will continue to be irreparably harmed by Spectrum's infringing acts, requiring the entry of a permanent injunction to prevent Spectrum's further infringement of the '934 patent because Touchstream does not have another adequate remedy at law.

**JURY DEMAND**

67. Touchstream demands a trial by jury on all issues.

**PRAYER FOR RELIEF**

WHEREFORE, Touchstream requests entry of a judgment in its favor and against Spectrum as follows:

- a) Judgment that Spectrum has directly infringed one or more claims of the Touchstream Patents;
- b) An award of damages to compensate for Spectrum's infringement, including damages pursuant to 35 U.S.C. § 284, as well as prejudgment and post-judgment interest.
- c) An award of costs and expenses in this action, including an award of Touchstream's reasonable attorneys' fees pursuant to 35 U.S.C. § 285;
- d) A permanent injunction restraining and enjoining Spectrum, and their respective officers, agents, servants, employees, attorneys, and those persons in active concert or participation with Spectrum who receive actual notice of the order by personal service or otherwise, from any further sales or use of their infringing products and/or services and any other infringement of the Touchstream Patents;
- e) A finding that Spectrum has willfully infringed and is willfully infringing one or more claims of the Touchstream Patents;

- f) A finding that this case is an exceptional case, and awarding treble damages due to Spectrum's deliberate and willful conduct, and ordering Spectrum to pay Touchstream's costs of suit and attorneys' fees; and
- g) For such other and further relief as the Court may deem just, proper, and equitable

Dated: May 16, 2024

Respectfully Submitted,

/s/ Ryan Dykal

Ryan Dykal (*Pro Hac Vice*)  
Philip Eckert (*Pro Hac Vice*)  
Jordan Bergsten (*Pro Hac Vice*)  
Shook, Hardy & Bacon L.L.P.  
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**CERTIFICATE OF SERVICE**

Pursuant to the Federal Rules of Civil Procedure and Local Rule CV-5, I hereby certify that on May 16, 2024, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, and all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system.

*/s/ Ryan Dykal* \_\_\_\_\_  
Ryan Dykal