

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA,
Richmond Division

CHARTER COMMUNICATIONS OPERATING, LLC;)
AMERICAN CABLE ENTERTAINMENT COMPANY, LLC;)
ATHENS CABLEVISION, INC.; AUSABLE CABLE TV,)
INC.; CC 10, LLC; CHARTER COMMUNICATIONS, LLC;)
CHARTER CABLE PARTNERS, LLC; CHARTER)
COMMUNICATIONS V, LLC; CHARTER)
COMMUNICATIONS VI, LLC; CHARTER)
COMMUNICATIONS ENTERTAINMENT I, DST;)
CHARTER COMMUNICATIONS ENTERTAINMENT I,)
LLC; CHARTER COMMUNICATIONS ENTERTAINMENT)
II, LLC; CC MICHIGAN, LLC; CHARTER)
COMMUNICATIONS PROPERTIES LLC; CC VIII)
OPERATING, LLC; CABLE EQUITIES COLORADO, LLC;)
CHARTER VIDEO ELECTRONICS, INC.; DALTON)
CABLEVISION, INC.; FALCON CABLE MEDIA, A)
CALIFORNIA LIMITED PARTNERSHIP; FALCON)
CABLEVISION, A CALIFORNIA LIMITED PARTNERSHIP;)
FALCON COMMUNITY CABLE, L.P.; FALCON CABLE)
SYSTEMS COMPANY II L.P.; FALCON COMMUNITY)
VENTURES I, LIMITED PARTNERSHIP; FALCON FIRST)
CABLE OF THE SOUTHEAST, INC.; FALCON FIRST)
CABLE OF NEW YORK, INC.; FALCON TELECABLE, A)
CALIFORNIA LIMITED PARTNERSHIP; FALCON VIDEO)
COMMUNICATIONS, L.P.; HPI ACQUISITION CO., LLC;)
HOMETOWN TV, INC.; INTERLINK COMMUNICATIONS)
PARTNERS, LLC; LONG BEACH, LLC; MIDWEST CABLE)
COMMUNICATIONS, INC.; PEACHTREE CABLE TV, L.P.;)
PLATTSBURGH CABLEVISION, INC.; RIFKIN)
ACQUISITION PARTNERS, LLC; RENAISSANCE MEDIA)
LLC; ROBIN MEDIA GROUP, INC.; SCOTTSBORO TV)
CABLE, INC.; TIOGA CABLE COMPANY, INC.;)
TENNESSEE, LLC; THE HELICON GROUP, L.P.; VISTA)
BROADBAND COMMUNICATIONS, LLC; MARCUS)
CABLE ASSOCIATES, L.L.C.; AND MARCUS CABLE OF)
ALABAMA, L.L.C.,)

Plaintiffs,)

v.)

VERIZON COMMUNICATIONS INC.; VERIZON)
VIRGINIA INC.; VERIZON SOUTH INC. and JOHN)
DOES 1-25,)

Defendants.)

Civil Action No.: 2:08cv (REP)

DEMAND FOR JURY TRIAL

Pursuant to the Court’s directive on January 14, 2010, the Charter parties hereby respectfully submit the following Amended Complaint for Patent Infringement.

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Charter Communications Operating, LLC (“Charter Operating”); American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Ausable Cable TV, Inc.; CC 10, LLC; Charter Communications, LLC; Charter Cable Partners, LLC; Charter Communications V, LLC; Charter Communications VI, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment I, LLC; Charter Communications Entertainment II, LLC; CC Michigan, LLC; Charter Communications Properties LLC; CC VIII Operating, LLC; Cable Equities Colorado, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Falcon Cable Media, a California Limited Partnership; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Cable Systems Company II, L.P.; Falcon Community Ventures I, Limited Partnership; Falcon First Cable of the Southeast, Inc.; Falcon First Cable of New York, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; HPI Acquisition Co., LLC; Hometown TV, Inc.; Interlink Communications Partners, LLC; Long Beach, LLC; Midwest Cable Communications, Inc.; Peachtree Cable TV, L.P.; Plattsburgh Cablevision, Inc.; Rifkin Acquisition Partners, LLC; Renaissance Media LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tioga Cable Company, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Vista Broadband Communications, LLC; Marcus Cable Associates, L.L.C.; and Marcus Cable of Alabama, L.L.C. (collectively, “Charter,” “Charter Licensees,” or “Plaintiffs”) complain as follows:

NATURE OF THE CASE

1. This is an action for patent infringement arising under the United States Patent Laws, 35 U.S.C § 1, *et seq.*, in which Charter accuses Verizon’s “Fiber Optic Service” (“FiOS”) of infringing four United States patents owned by Charter Communications

Operating, LLC and licensed exclusively to the Charter Licensees in their respective geographic territories. Verizon operates FiOS in territories throughout the United States, including in markets where FiOS competes head-to-head with Charter's cable television and other services. Charter seeks damages in an amount to be determined at trial together with permanent injunctive relief.

THE PARTIES

A. The Charter Parties

2. Plaintiff Charter Communications Operating, LLC ("Charter Operating") is a 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. Charter Operating is a subsidiary of Charter Communications, Inc., which is a leading broadband communications company and the third-largest publicly traded cable operator in the United States, and which provides a full range of advanced broadband services to subscribers, including digital video entertainment programming, high-speed Internet access, and telephone services. Charter Operating holds an undivided ownership interest in the four United States patents at issue in this lawsuit.

3. Plaintiff American Cable Entertainment Company, LLC ("ACEC") is a limited liability company organized and existing under the laws of the State of Delaware with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. ACEC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

4. Plaintiff Athens Cablevision, Inc. ("ACI") is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. ACI within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

5. Plaintiff Ausable Cable TV, Inc. ("ACTV") is a Delaware corporation with its

principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. ACTV within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

6. Plaintiff CC 10, LLC is a 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. CC 10, LLC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

7. Plaintiff Charter Communications, LLC (“CC LLC”) is a 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. CC LLC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

8. Plaintiff Charter Cable Partners, LLC (“CC PTNRS”) is a 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. CC PTNRS within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

9. Plaintiff Charter Communications V, LLC (“CC V”) is a 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. CC V within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

10. Plaintiff Charter Communications VI, LLC (“CC VI”) is a 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. CC VI within its respective geographic territory is an exclusive licensee of the four United States patents at

issue in this lawsuit.

11. Plaintiff Charter Communications Entertainment I, DST (“CCE DST”) is a Delaware Statutory Trust with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. CCE DST within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

12. Plaintiff Charter Communications Entertainment I, LLC (“CCE-I”) is a 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. CCE-I within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

13. Plaintiff Charter Communications Entertainment II, LLC (“CCE-II”) is a 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. CCE-II within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

14. Plaintiff CC Michigan, LLC (“CCMI”) is a 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. CCMI within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

15. Plaintiff Charter Communications Properties LLC (“CCP LLC”) is a 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. CCP LLC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

16. Plaintiff CC VIII Operating, LLC (“CC VIIIOP”) is a 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. CC VIIIOP within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

17. Plaintiff Cable Equities Colorado, LLC (“CEC”) is a 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. CEC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

18. Plaintiff Charter Video Electronics, Inc. (“CVE INC”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. CVE INC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

19. Plaintiff Dalton Cablevision, Inc. (“DCI”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. DCI within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

20. Plaintiff Falcon Cable Media, a California Limited Partnership (“FCM”) is a limited partnership organized and existing under the laws of the State of California, with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. FCM within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

21. Plaintiff Falcon Cablevision, a California Limited Partnership, (“FCAB”) is a limited partnership organized and existing under the laws of the State of California with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. FCAB within its respective geographic territory is an exclusive licensee of the four United States patents at

issue in this lawsuit.

22. Plaintiff Falcon Community Cable, L.P. (“FCC LP”) is a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. FCC LP within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

23. Plaintiff Falcon Cable Systems Company II, L.P. (“FCSC II”) is a limited partnership organized and existing under the laws of the State of California with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. FCSC II within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

24. Plaintiff Falcon Community Ventures I, Limited Partnership (“FCV I”) is a limited partnership organized and existing under the laws of the State of California with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. FCV I within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

25. Plaintiff Falcon First Cable of the Southeast, Inc. (“FFCS”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. FFCS within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

26. Plaintiff Falcon First Cable of New York, Inc. (“FFNY”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. FFNY within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

27. Plaintiff Falcon Telecable, a California Limited Partnership (“FTC”) is a limited partnership organized and existing under the laws of the State of California with its

principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. FTC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

28. Plaintiff Falcon Video Communications, L.P. (“FVC”) is a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. FVC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

29. Plaintiff HPI Acquisition Co., LLC (“HPIAC”) is a 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. HPIAC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

30. Plaintiff Hometown TV, Inc. (“HTTV”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. HTTV within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

31. Plaintiff Interlink Communications Partners, LLC (“ICP”) is a 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. ICP within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

32. Plaintiff Long Beach, LLC (“LBAC”) is a 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. LBAC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

33. Plaintiff Midwest Cable Communications, Inc. (“MCC INC”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. MCC INC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

34. Plaintiff Peachtree Cable TV, L.P. (“Peachtree”) is a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. Peachtree within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

35. Plaintiff Plattsburgh Cablevision, Inc. (“PCI”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. PCI within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

36. Plaintiff Rifkin Acquisition Partners, LLC (“RAP”) is a 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. RAP within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

37. Plaintiff Renaissance Media LLC (“RML”) is a 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. RML within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

38. Plaintiff Robin Media Group, Inc. (“Robin”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. Robin within its respective geographic territory is an exclusive licensee of the four United States patents at

issue in this lawsuit.

39. Plaintiff Scottsboro TV Cable, Inc. (“STVC”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. STVC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

40. Plaintiff Tioga Cable Company, Inc. (“TCC”) is a Delaware corporation with its principal offices at 12405 Powerscourt Drive, St. Louis, Missouri. TCC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

41. Plaintiff Tennessee, LLC (“TN LLC”) is a 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. TN LLC within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

42. Plaintiff The Helicon Group, L.P. (“THGLP”) is a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri. THGLP within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

43. Plaintiff Vista Broadband Communications, LLC (“Vista”) is a 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. Vista within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

44. Plaintiff Marcus Cable Associates, L.L.C. (“MCA”) is a 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. MCA within its

respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

45. Plaintiff Marcus Cable of Alabama, L.L.C. (“MCAL”) is a 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. MCAL within its respective geographic territory is an exclusive licensee of the four United States patents at issue in this lawsuit.

B. The Verizon Parties

46. Defendant Verizon Communications Inc. (“Verizon Communications”) is a Delaware corporation with its principal place of business at 140 West Street, New York, New York. Verizon Communications provides broadband and other wireline and wireless communication services to mass markets, business, government and wholesale customers, serving more than 67 million customers nationwide. Verizon Communications Inc., through its division Telecom (or Wireline Telecom), offers for sale and sells FiOS services to subscribers throughout the United States. Upon information and belief, Verizon Communications asserts 100% control over, and directs the operations of, numerous Verizon subsidiaries and corporate affiliates that serve as the agents of Verizon Communications with respect to the offer for sale and sale of FiOS services throughout the United States and in this District.

47. Defendant Verizon Virginia Inc. (Verizon Virginia) is a Virginia Corporation with its principal place of business in Glen Allen, Virginia. Verizon Virginia is engaged in the business of selling and offering for sale, including in this District, Verizon FiOS services.

48. Defendant Verizon South Inc. (“Verizon South”) is a Virginia corporation with its principal place of business in Irving, Texas. Verizon South is engaged in the business of selling and offering for sale, including in this District, Verizon FiOS services.

49. Defendants John Doe Nos. 1-25 are unknown Verizon Communications

affiliates that alone, or under the direction and control of other named defendants herein, offer for sale and sell FiOS services to subscribers within the United States.

JURISDICTION AND VENUE

50. This is an action for patent infringement arising under the patent laws of the United States, including 35 U.S.C. § 271. This Court enjoys subject matter jurisdiction over this controversy pursuant to 28 U.S.C. §§ 1331 and 1138.

51. This Court enjoys personal jurisdiction over Verizon Virginia because Verizon Virginia is a Virginia corporation and thus resides in this Commonwealth, has transacted business in this Commonwealth, has contracted and committed acts of infringement in this Commonwealth out of which this complaint arises, and because Verizon Virginia has in all events consented to jurisdiction in this district by reason of its general appearance, counterclaims and answer in this action.

52. This Court enjoys personal jurisdiction over Verizon South because Verizon South is a Virginia corporation and thus resides in this Commonwealth, has transacted business in this Commonwealth, has contracted and committed acts of infringement in this Commonwealth out of which this complaint arises, and because Verizon South has in all events consented to jurisdiction in this district by reason of its general appearance, counterclaims and answer in this action.

53. This Court enjoys personal jurisdiction over Verizon Communications because Verizon Communications is registered to do business, and maintains a registered agent for service of process, in this Commonwealth, and thus is present in, and has purposefully availed itself of the benefits of the laws of, the Commonwealth of Virginia. Verizon Communications also, through directing and controlling the actions of its wholly-owned subsidiaries and affiliates, Verizon Virginia and Verizon South, who thus act as agents of Verizon Communications with respect to Verizon's FiOS services, has transacted business, contracted, and committed acts of infringement in this Commonwealth out of which this

complaint arises. Verizon Communications has also consented to jurisdiction in this district by reason of its general appearance, counterclaims and answer in this action.

54. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400 because defendants, through their contacts with this District, including the sale and offer for sale of FiOS services, reside in and are subject to personal jurisdiction in this District, and because defendants have consented to venue in their counterclaims and answer in this action.

COUNT I
(Infringement of U.S. Patent No. 6,684,400)

55. Plaintiffs incorporate the allegations of paragraphs 1-54 as if fully restated herein.

56. On January 27, 2004, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,684,400, entitled “Method And Apparatus For Providing Dynamic Pricing Services For An Interactive Information Distribution System” (“the ’400 patent”). A copy of the ’400 patent is attached hereto as **Exhibit A**.

57. The ’400 patent discloses a novel technology that enables providers of video services like Charter to group video-on-demand programming into bundles and to enable subscribers selectively to purchase access to one or more such bundles of programming for a single price.

58. Defendants are infringing the ’400 patent by making, using, selling, and offering for sale FiOS video services throughout the United States and in this District by grouping video-on-demand programming into bundles and enabling subscribers selectively to purchase access to one or more such bundles of programming for a single price.

59. Defendants’ FIOS subscription video-on-demand services infringe at least claims 1, 2, 11, 13, 14, and 24 of the ’400 patent.

60. Plaintiff Charter Operating holds an undivided ownership interest in the ’400 patent. All remaining Plaintiffs are, within their respective geographic territories, exclusive

licensees of the '400 patent.

61. Defendants have actually known of the '400 patent and Charter's claims of infringement since at least December 31, 2008, when this action was filed.

62. Defendants' infringement of the '400 patent has damaged Plaintiffs and will continue to cause irreparable harm to Plaintiffs unless enjoined by this Court.

COUNT II
(Infringement of U.S. Patent No. 6,314,573)

63. Plaintiffs incorporate the allegations of paragraphs 1-62 as if fully restated herein.

64. On November 6, 2001, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,314,573, entitled "Method And Apparatus For Providing Subscription-On-Demand Services For An Interactive Information Distribution System" ("the '573 patent"). A copy of the '573 patent is attached hereto as **Exhibit B**.

65. The '573 patent discloses a novel technology that uses computers called "video session managers" and downloadable programs called "menu applets" to produce interactive graphical user interface displays through which a subscriber is able to select one or more video-on-demand services.

66. On information and belief, defendants are infringing the '573 patent by making, using, selling, and offering for sale FiOS video services throughout the United States and in this District through the use of their "video session managers," "menu applets," and interactive graphical user interface displays through which FIOS subscribers are able to select one or more video-on-demand services.

67. Defendants' FIOS video-on-demand services infringe at least claims 13 and 14 of the '573 patent.

68. Plaintiff Charter Communications Operating, LLC holds an undivided ownership interest in the '573 patent. All remaining Plaintiffs are, within their respective

geographic territories, exclusive licensees of the '573 patent.

69. Defendants have actually known of the '573 patent and Charter's claims of infringement since at least December 31, 2008, when this action was filed.

70. Defendants' Infringement of the '573 patent has damaged Plaintiffs and will continue to cause irreparable harm to Plaintiffs unless enjoined by this Court.

COUNT III
(Infringement of U.S. Patent No. 6,477,182)

71. Plaintiffs incorporate the allegations of paragraphs 1-70 as if fully restated herein.

72. On November 5, 2002, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,477,182, entitled "Data Transmission Method And Apparatus" ("the '182 patent"). A copy of the '182 patent is attached hereto as **Exhibit C**.

73. The '182 patent discloses novel technology for transmitting numerous information signals, such as television channels, by converting such signals into groups or stacks of adjacent frequencies and then upconverting the entire stack for filtering and transmission.

74. Defendants are infringing the '182 patent by making, using, selling, and offering for sale FiOS video services throughout the United States and in this District that use at least the BigBand Broadband Edge QAM BEQ6000 System modulators and BBQv.6 RF Modules, or similar products, which convert television signals into groups or stacks of adjacent frequencies and then upconvert the entire stack for filtering and transmission.

75. Defendants' use of the BigBand Broadband Edge QAM BEQ6000 System modulators and BBQv.6 RF Modules, or similar products, infringes at least claims 1, 5, 7, 8, 9, 10, 13, 15, and 16 of the '182 patent.

76. Plaintiff Charter Communications Operating, LLC holds an undivided ownership interest in the '182 patent. All remaining Plaintiffs are, within their respective

geographic territories, exclusive licensees of the '182 patent.

77. Defendants have actually known of the '182 patent and Charter's claims of infringement since at least December 31, 2008, when this action was filed.

78. Defendants' Infringement of the '182 patent has damaged Plaintiffs and will continue to cause irreparable harm to Plaintiffs unless enjoined by this Court.

COUNT IV
(Infringement of U.S. Patent No. 6,826,197)

79. Plaintiffs incorporate the allegations of paragraphs 1-78 as if fully restated herein.

80. On November 30, 2004, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,826,197, entitled "Data Packet Structure For Digital Information Distribution" ("the '197 patent"). A copy of the '197 patent is attached hereto as **Exhibit D**.

81. The '197 patent discloses a novel format for data packets transmitted over a network such as the Internet. The new packet format includes several data fields that are within a header, a payload (containing the data to be delivered) and an error correction field or trailer. Within the header portion are (1) a packet type sub-field providing indicia of a type of payload carried by a particular packet and (2) a private data field containing information that is used to facilitate handling of data contained in the packet.

82. Upon information and belief, defendants are infringing the '197 patent by making, using, selling, and offering for sale FiOS television, telephony, high speed data and Optical LAN Solutions services that involve the transmission of GPON packets, which include a header portion, a payload (containing the data to be delivered) and an error correction field or trailer, where the header includes (1) a packet type sub-field providing indicia of a type of payload carried by a particular packet and (2) a private data field containing information that is used to facilitate handling of data contained in the packet.

83. Defendants' transmission of GPON packets in connection with FIOS television, telephony, and high speed data services infringes at least claims 1-3, 6, 10-12 and 15 of the '197 patent, and defendants' transmission of those packets in connection with Optical LAN Solutions services infringes at least claims 1-3 and 6 of the '197 patent.

84. Plaintiff Charter Communications Operating, LLC holds an undivided ownership interest in the '197 patent. All remaining Plaintiffs are, within their respective geographic territories, exclusive licensees of the '197 patent.

85. Defendants have actually known of the '197 patent and Charter's claims of infringement since at least December 31, 2008, when this action was filed.

86. Defendants' Infringement of the '197 patent has damaged Plaintiffs and will continue to cause irreparable harm to Plaintiffs unless enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that this honorable Court enter an order:

- A. Declaring that defendants have infringed U.S. Patent No. 6,684,400;
- B. Declaring that defendants have infringed U.S. Patent No. 6,314,573;
- C. Declaring that defendants have infringed U.S. Patent No. 6,477,182;
- D. Declaring that defendants have infringed U.S. Patent No. 6,826,197;
- E. Awarding Plaintiffs damages in an amount to be determined at trial, but in no event less than a reasonable royalty, including pre-judgment interest;
- F. Enjoining from further infringement of each of the foregoing patents each defendant and its respective officers, agents, servants, employees, attorneys and all persons in active concert or participation therewith;
- G. If the facts demonstrate that this case is exceptional pursuant to 35 U.S.C. § 285, ordering defendants to reimburse Plaintiffs for their attorneys' fees and costs reasonably incurred in prosecuting this action; and

H. Awarding Plaintiffs such other and further relief as this Court deems just and reasonable under the circumstances.

JURY DEMAND

Plaintiffs demand trial by jury of all issues properly so triable.

Respectfully submitted,

**CHARTER COMMUNICATIONS
OPERATING, LLC, ET AL.,**

By Counsel

/s/ Henry I. Willett, III

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