

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

CyberFone Systems, LLC,

Plaintiff,

v.

Time Warner Cable Inc.,

Defendant.

**Civil Action No.**

**DEMAND FOR JURY TRIAL**

**COMPLAINT**

Plaintiff CyberFone Systems, LLC (“CyberFone”), alleges as follows:

**PARTIES**

1. CyberFone is a Texas limited liability company with its principal place of business at 719 West Front Street, Suite 242, Tyler, Texas 75702.

2. Defendant Time Warner Cable Inc. (“TWC”) is a Delaware corporation with a principal place of business at 60 Columbus Circle, New York, New York 10023. TWC has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

**JURISDICTION AND VENUE**

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

4. Venue is proper in this district under 28 U.S.C. §§ 1391 (b)-(d) and 1400(b) because TWC is subject to personal jurisdiction in this district, has committed acts of patent infringement in this district, or has a regular and established place of business in this district.

**COUNT I**  
**(Infringement of U.S. Patent No. 8,019,060)**

5. CyberFone is the owner by assignment of United States Patent No. 8,019,060 (“the ’060 patent”), entitled “Telephone/Transaction Entry Device and System for Entering Transaction Data Into Databases.” The ’060 patent issued on September 13, 2011. A true and correct copy of the ’060 patent is attached hereto as Exhibit A.

6. TWC has infringed and still is infringing at least claim 1 of the ’060 patent, literally and under the doctrine of equivalents, by performing, and by making, using, selling, and offering to sell services that include performing, the method of obtaining data transaction information entered on a telephone from a single transmission, forming a plurality of exploded data transactions for the single transmission, and sending different exploded data transactions to different destinations based on information entered in the single transmission, including, but not limited to, obtaining data transactions entered on telephones using its TWC TV application for iPhone.

7. TWC has infringed and still is infringing at least claim 13 of the ’060 patent, literally and under the doctrine of equivalents, by performing, and by making, using, selling, and offering to sell services that include performing, the method of obtaining data transaction information, forming a plurality of different, exploded data transactions, sending different exploded data transactions over a channel to respective destinations, and receiving data from at least one of said destinations, which data is used as part of the data transaction and is sent to a second destination, including, but not limited to, its On Demand video-on-demand services and its Digital TV services.

8. TWC has been aware of the '060 patent since at least the filing of this complaint. Accordingly, TWC's acts of infringement since the filing of this complaint have been willful under 35 U.S.C. § 284.

9. As a result of TWC's infringement of the '060 patent, CyberFone has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless TWC's infringing activities are enjoined by this Court.

10. Unless a permanent injunction is issued enjoining TWC and its agents, servants, employees, attorneys, representatives, affiliates, and all others acting on its behalf from infringing the '060 patent, CyberFone will suffer irreparable harm.

**PRAYER FOR RELIEF**

CyberFone prays for the following relief:

1. A judgment that TWC has infringed (either literally or under the doctrine of equivalents) one or more claims of the '060 patent;
2. A judgment that TWC's infringement since the filing of the complaint has been willful;
3. A permanent injunction enjoining TWC and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert or participation with it, from infringing the '060 patent;
4. An award of damages resulting from TWC's acts of infringement, in accordance with 35 U.S.C. § 284;
5. An award for enhanced damages equal to treble the amount of actual damages, for the willful nature of TWC's acts of infringement since the filing of the complaint, as provided by 35 U.S.C. § 284.

6. An accounting for damages arising from TWC's infringement of the '060 patent, including loss of market share.

7. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to CyberFone its reasonable attorneys' fees against TWC;

8. A judgment and order requiring TWC to provide an accounting to pay supplemental damages to CyberFone, including without limitation, prejudgment and post-judgment interest; and

9. Any and all other relief to which CyberFone may show itself to be entitled.

**DEMAND FOR JURY TRIAL**

CyberFone demands a trial by jury on all issues so triable.

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