

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

Ceres Communications Technologies, LLC,

Plaintiff,

v.

Atlantic Broadband Finance, LLC;
Bright House Networks, LLC;
Charter Communications Holding Company,
LLC;
Charter Communications, Inc.;
Comcast Corporation;
Cox Communications, Inc.;
CSC Holdings LLC;
Insight Communications Company, Inc.;
Knology, Inc.;
Mediacom Broadband LLC;
RCN Corporation;
San Juan Cable LLC; and
Time Warner Cable Inc.,

Defendants.

Civil Action No.

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff Ceres Communications Technologies, LLC (“Ceres”) alleges as follows:

PARTIES

1. Ceres is a Delaware limited liability company with a principal place of business at 2961 Fontenay Road, Shaker Heights, Ohio 44120.
2. On information and belief, defendant Atlantic Broadband Finance, LLC is a Delaware limited liability company with a principal place of business at 1 Batterymarch Park, Suite 405, Quincy, Massachusetts 02169.
3. On information and belief, defendant Bright House Networks, LLC is a Delaware limited liability company with a principal place of business at 5000 Campuswood Drive, East Syracuse, New York 13057.

4. On information and belief, defendant Charter Communications Holding Company, LLC is a Delaware limited liability company with a principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131.

5. On information and belief, defendant Charter Communications, Inc. is a Delaware corporation with a principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131.

6. On information and belief, defendant Comcast Corporation is a Pennsylvania corporation with a principal place of business at One Comcast Center, Philadelphia, Pennsylvania 19103.

7. On information and belief, defendant Cox Communications, Inc. is a Delaware corporation with a principal place of business at 1400 Lake Hearn Drive, Atlanta, Georgia 30319.

8. On information and belief, defendant CSC Holdings LLC is a Delaware limited liability company with a principal place of business at 1111 Stewart Avenue, Bethpage, New York 11714.

9. On information and belief, defendant Insight Communications Company, Inc. is a Delaware corporation with a principal place of business at 810 7th Avenue, New York, New York 10019.

10. On information and belief, defendant Knology, Inc. is a Delaware corporation with a principal place of business at 1241 O.G. Skinner Drive, West Point, Georgia 31833.

11. On information and belief, defendant Mediacom Broadband LLC is a Delaware limited liability company with a principal place of business at 100 Crystal Run Road, Middletown, New York 10941.

12. On information and belief, defendant RCN Corporation is a Delaware corporation with a principal place of business at 196 Van Buren St, Herndon, Virginia 20170.

13. On information and belief, defendant San Juan Cable LLC is a Delaware limited liability company with a principal place of business at Urbanization Industrial Tres Monjitas, 1

Calle Manuel Camuñas, San Juan, Puerto Rico 00918-1485, and does business as OneLink Communications.

14. On information and belief, defendant Time Warner Cable Inc. is a Delaware corporation with a principal place of business at 60 Columbus Circle, New York, New York 10023.

JURISDICTION AND VENUE

15. 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).

16. Venue is proper in this district under 28 U.S.C. §§ 1391 (b)-(d) and 1400(b) because, on information and belief, each defendant is subject to personal jurisdiction in this district, has committed or induced 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. 7,149,252)

17. Ceres is the owner by assignment of United States Patent No. 7,149,252 (“the ’252 patent”), entitled “Communicating Data Using Wideband Communications.” The ’252 patent issued on December 12, 2006. A true and correct copy of the ’252 patent is attached hereto as Exhibit A.

18. On information and belief, defendant Atlantic Broadband has infringed and still is infringing the ’252 patent by using cable modem termination systems that embody the patented invention.

19. On information and belief, defendant Bright House has infringed and still is infringing the ’252 patent by using cable modem termination systems that embody the patented invention.

20. On information and belief, defendants Charter Communications Holding Company and Charter Communications, Inc. (collectively, “Charter”) have infringed and still are

infringing the '252 patent by using cable modem termination systems that embody the patented invention.

21. On information and belief, defendant Comcast has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

22. On information and belief, defendant Cox has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

23. On information and belief, defendant CSC Holdings LLC has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

24. On information and belief, defendant Insight has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

25. On information and belief, defendant Knology has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

26. On information and belief, defendant Mediacom has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

27. On information and belief, defendant RCN has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

28. On information and belief, defendant San Juan Cable has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

29. On information and belief, defendant Time Warner Cable has infringed and still is infringing the '252 patent by using cable modem termination systems that embody the patented invention.

30. Each defendant will continue to infringe the '252 patent unless enjoined by this Court.

PRAYER FOR RELIEF

Ceres prays for the following relief:

1. A judgment that each defendant has infringed the '252 patent;
2. A permanent injunction enjoining each defendant and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert or privity with it from infringing the '252 patent;
3. An accounting for damages arising from the infringement of the '252 patent by each defendant and all those in privity with it, including loss of market share;
4. An award of damages proximately caused by each defendant's acts of infringement, at least under 35 U.S.C. § 284;
5. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Ceres its reasonable attorneys' fees against each defendant;
6. An award of pre-judgment and post-judgment interest against each defendant; and
7. Any and all other relief to which Ceres may show itself to be entitled.

DEMAND FOR JURY TRIAL

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

December 7, 2010

BAYARD, P.A.

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