

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

IARNACH TECHNOLOGIES LTD.,

Plaintiff,

v.

CHARTER COMMUNICATIONS, INC.,
CHARTER COMMUNICATIONS HOLDING
COMPANY, LLC, CHARTER
COMMUNICATIONS OPERATING, LLC,
SPECTRUM MANAGEMENT HOLDING
COMPANY, LLC, and SPECTRUM GULF
COAST, LLC,

Defendants.

Civil Action No. 2:24-cv-00230-JRG

JURY TRIAL DEMANDED

**CHARTER'S ANSWER TO SECOND AMENDED COMPLAINT, AFFIRMATIVE
DEFENSES, AND COUNTERCLAIM**

[REDACTED]

Defendants Charter Communications, Inc.; Charter Communications Holding Company, LLC; Charter Communications Operating, LLC; Spectrum Management Holding Company, LLC; and Spectrum Gulf Coast, LLC (collectively, “Charter” or “Defendants”) hereby answer the Second Amended Complaint (“Complaint”), Dkt. 43, of Iarnach Technologies Ltd. (“Iarnach” or “Plaintiff”). Defendants also provide additional defenses to the allegations contained in the Complaint.

Nothing stated herein by Charter, whether an admission, denial, or otherwise, shall constitute a construction of any of the asserted claims. All allegations in the complaint which are not specifically admitted are hereby denied.

Charter reserves the right to amend or supplement this answer based on additional facts or developments that become available or that arise during discovery in this investigation.

THE PARTIES¹

1. Charter lacks knowledge or information sufficient to admit or deny the allegations of paragraph 1 of the Complaint and, on that basis, denies them.

2. Admitted.

3. Admitted.

4. Admitted.

5. Charter denies that Spectrum Management Holding Company, LLC was formerly known as Time Warner Cable. Charter admits the remaining allegations of paragraph 5 of the Complaint.

6. Admitted.

¹ To the extent Iarnach intends the headings in its Complaint to constitute allegations, Charter expressly denies them. The headings in Charter’s answer are responses to them.

[REDACTED]

7. Iarnach cites to and Charter admits that a webpage at <https://ir.charter.com/static-files/795d283f-706a-4678-8024-5e9cababeb9e> states:

Charter Communications, Inc. (together with its controlled subsidiaries, “Charter,” or the “Company”) is a leading broadband connectivity company and cable operator. Over an advanced communications network, the Company offers a full range of state-of-the-art residential and business services including Spectrum Internet®, TV, Mobile and Voice. ...Charter is a holding company whose principal asset is a controlling equity interest in Charter Communications Holdings, LLC (“Charter Holdings”), an indirect owner of Charter Communications Operating, LLC (“Charter Operating”) under which substantially all of the operations reside.

Iarnach cites to and Charter admits that a webpage at <https://ir.charter.com/static-files/795d283f-706a-4678-8024-5e9cababeb9e> states: “Charter is a party to management arrangements with its subsidiary, Spectrum Management Holding Company, LLC (“Spectrum Management”), and certain of their subsidiaries. Under these agreements, Charter, Spectrum Management and Charter Holdco provide management services for the cable systems owned or operated by their subsidiaries.”

Iarnach cites to and Charter admits that a webpage at https://www.cafc.uscourts.gov/opinions-orders/23-136.ORDER.9-5-2023_2184816.pdf states “Spectrum Gulf Coast, LLC (“SGC”) provides services to customers in the Eastern District of Texas.”

Charter denies the remaining allegations of paragraph 7 of the Complaint.

8. Iarnach cites to and Charter admits that a webpage at <https://ir.charter.com/static-files/795d283f-706a-4678-8024-5e9cababeb9e> states:

Charter is a holding company whose principal asset is a controlling equity interest in Charter Communications Holdings, LLC (“Charter Holdings”), an indirect owner of Charter Communications Operating, LLC (“Charter Operating”) under which substantially all of the operations reside.

Charter is a party to management arrangements with its subsidiary, Spectrum Management Holding Company, LLC (“Spectrum Management”), and certain of their subsidiaries. Under these agreements, Charter, Spectrum Management and Charter Holdco provide management services for the cable systems owned or operated by their subsidiaries.

[REDACTED]

Charter ... is a leading broadband connectivity company and cable operator.

Charter is a holding company whose principal asset is a controlling equity interest in Charter Communications Holdings, LLC (“Charter Holdings”), an indirect owner of Charter Communications Operating, LLC (“Charter Operating”) under which substantially all of the operations reside.

Charter admits that Spectrum Management Holding Company, LLC is a subsidiary of Charter Communications, Inc. Charter admits that Spectrum Gulf Coast LLC is an indirect, majority-owned subsidiary of Charter Communications, Inc. Charter denies the remaining allegations of paragraph 8 of the Complaint.

9. Charter admits that Charter Communications, Inc. has been appointed as the manager of different limited liability companies, and that a separate and distinct subsidiary, Spectrum Gulf Coast LLC owns or leases, and maintains and operates, the Spectrum stores in this District. Charter denies the remaining allegations in paragraph 9 of the Complaint.

10. Charter admits that Charter Communications, Inc. has been appointed as the manager of different limited liability companies, and that a separate and distinct subsidiary employs personnel that install, service, repair, and/or replace equipment. Charter further admits that a separate and distinct subsidiary owns or stores equipment. Charter denies the remaining allegations of paragraph 10 of the Complaint and, specifically, that it makes, uses, sells, or offers to sell any infringing equipment.

NATURE OF THE ACTION

11. Denied.

12. Charter admits that Iarnach purports to bring this action under 35 U.S.C. § 1 et seq., and that Iarnach cites to exhibits A, B, and F to the Complaint, purporting to be the patents-in-suit. Charter denies the remaining allegations of paragraph 12 of the Complaint.

[REDACTED]

13. Charter admits that Iarnach cites to exhibits C, D, and E to the Complaint, purporting to be patent assignments of the patents-in-suit. Charter denies that it is not licensed to the Asserted Patents.² Charter lacks knowledge or information sufficient regarding Iarnach's rights, title and interest and denies allegations regarding the same on that basis. Charter denies the remaining allegations of paragraph 13 of the Complaint.

JURISDICTION AND VENUE

14. Charter admits that Iarnach purports to bring this action under the U.S. patent laws, 35 U.S.C. § 101 et seq. Charter also admits that Iarnach purports to allege that this Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). Charter denies the remaining allegations of paragraph 14 of the Complaint.

15. Paragraph 15 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 15 of the Complaint.

16. Paragraph 16 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 16 of the Complaint.

17. Paragraph 17 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 17 of the Complaint.

² The Asserted Patents are U.S. Patent No. 8,942,378; U.S. Patent No. 9,674,035; and U.S. Patent No. 9,287,982.

[REDACTED]

18. Paragraph 18 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 18 of the Complaint.

19. Denied. The property at 1414 Summit Ave., Plano, Texas 75074 is owned by Spectrum Gulf Coast LLC.

20. Paragraph 20 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 20 of the Complaint.

21. Charter incorporates its response to paragraph 7 of the Complaint. Charter denies the remaining allegations of paragraph 21 of the Complaint and, specifically denies that it makes, uses, sells or offers to sell any infringing equipment.

22. Charter admits that a separate and distinct subsidiary owns and operates Spectrum stores located within the Eastern District of Texas at 700 Alma Dr., Plano, Texas 75075, 2100 N. Dallas Pkwy, Plano, Texas 75075, and 4255-A Dowlen Rd., Beaumont, Texas 77706. Charter denies the remaining allegations in paragraph 22 of the Complaint.

23. Charter admits that an image contained in paragraph 23 of the Complaint appears to be the Spectrum logo. Charter also admits that Iarnach purports to cite to a webpage at <https://corporate.charter.com/about-charter>. Charter denies the remaining allegations in paragraph 23 of the Complaint.

24. Charter admits that Spectrum Gulf Coast LLC owns or leases Spectrum stores in this District. Charter lacks knowledge or information sufficient to admit or denies the remaining allegations of paragraph 24 of the Complaint and, on that basis, denies them.

[REDACTED]

25. Charter admits that a separate and distinct subsidiary employs personnel related to the Spectrum stores in this District. Charter lacks knowledge or information sufficient to admit or denies the remaining allegations of paragraph 25 of the Complaint and, on that basis, denies them.

26. Denied.

27. Charter admits that a separate and distinct subsidiary employs personnel that install, repair, and/or replace equipment. Charter denies the remaining allegations of paragraph 27 of the Complaint.

28. Charter incorporates its response to paragraphs 25 and 27 of the Complaint. Charter denies the remaining allegations of paragraph 28 of the Complaint and, specifically denies that it makes, uses, sells or offers to sell any infringing equipment.

29. Denied.

30. Paragraph 30 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 30 of the Complaint. *See* Dkt. 31, 101.

31. Paragraph 31 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 31 of the Complaint.

32. Paragraph 32 of the Complaint alleges legal conclusions to which no response is required. To the extent a response is required, Charter denies that it has committed any acts of infringement. Charter denies the remaining allegations of paragraph 32 of the Complaint.

BACKGROUND

33. Iarnach cites to and Charter admits that a webpage at <https://www.businesswire.com/news/home/20110426006807/en/ZTE-Participates-in->

[REDACTED]

CableLabs%C2%AE-DPoE%E2%84%A2-Interop states: “ZTE Corporation (“ZTE”) ... announced it had completed the second interoperability event for Data Over Cable Service Interface Specification (DOCSIS®) Provisioning of Ethernet Passive Optical Network (EPON) or DPoE™ at CableLabs®.” Charter admits that Charter is a member of CableLabs. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 33 of the Complaint and, on that basis, denies them.

34. Iarnach cites to and Charter admits that a webpage at <https://www.cablelabs.com/specifications-library/dpoe> states: “DOCSIS® Provisioning of EPON (DPoE™) Specifications create an architecture and serve as necessary specifications for enabling Ethernet Passive Optical Network (EPON) equipment to be provisioned using existing DOCSIS-based provisioning systems and policies, and to provide network services over EPON access networks to business customers.”

Iarnach cites to and Charter admits that a webpage at <https://www.commscope.com/blog/2015/commscope-definitions-what-is-dpoe/> states: “DPoE ... makes EPON Optical Line Terminals (OLTs) and Optical Network Units (ONUs) act like cable modem termination systems (CMTSs) and cable modems.”

Iarnach cites to and Charter admits that a webpage at <https://ieeexplore.ieee.org/document/4528533> states: “DPON makes a EPON OLT look and act like a DOCSIS Cable Modem Termination System (CMTS). The objective use of this technology is to allow cable operators to use their DOCSIS based OSS to provision and scale Ethernet based business service....”

Iarnach cites to and Charter admits that a slide deck titled “DOCSIS Provisioning of EPON (DPoE™): Architecture, Specifications, Qualifications,” available at <https://www.itu.int/>

[REDACTED]

dms_pub/itu-t/oth/06/5B/T065B0000320011PDFE.pdf states: “Brings the mature systems and business processes of the DOCSIS OSS to EPON access networks.”

Charter denies the remaining allegations of paragraph 34 of the Complaint.

35. Iarnach cites to and Charter admits that a slide deck titled “DOCSIS Provisioning of EPON (DPoE™): Architecture, Specifications, Qualifications,” available at https://www.itu.int/dms_pub/itu-t/oth/06/5B/T065B0000320011PDFE.pdf includes the image contained in paragraph 35 of the Complaint. Charter denies the remaining allegations of paragraph 35 of the Complaint.

36. Iarnach cites to and Charter admits that a slide deck titled “DPoE on MSO Network,” available at <https://www.piedmontscte.org/resources/jul2012/DPoE-on-the-MSO-Network-v1.3.pdf>, includes the image contained in paragraph 36 of the Complaint. Charter denies the remaining allegations of paragraph 36 of the Complaint.

37. Iarnach cites to and Charter admits that a webpage at <https://www.cablelabs.com/specifications-library/dpoe> states the content of the quote in paragraph 37. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 37 of the Complaint and, on that basis, denies them.

38. Iarnach cites to and Charter admits that a webpage at <https://www.cablelabs.com/specifications/search?query&category=DPOE&subcat=DPOE%201.0&doctype&content=false&archives=false&currentPage=1>, makes available DPoE v1.0 specifications. Charter denies the remaining allegations of paragraph 38 of the Complaint.

39. Iarnach cites to and Charter admits that the DPoE v2.0 Architecture Specification states: “DPoEv2.0 specifications augment the DPoE v1.0 specifications to provide requirements for additional service capabilities and corresponding provisioning and network management

[REDACTED]

capabilities.” Iarnach cites to and Charter admits that a webpage at <https://www.cablelabs.com/specifications/search?query&category=DPOE&subcat=DPOE%202.0&doctype&content=false&archives=false&currentPage=1>, makes available DPoE v2.0 specifications. Charter denies the remaining allegations of paragraph 39 of the Complaint.

40. Iarnach cites to and Charter admits that a webpage at <https://www.cablelabs.com/certification> states: “‘CableLabs Certified®’ or ‘CableLabs Qualified’ means that the device has passed a series of tests for compliance with the applicable Specification....”

Iarnach cites to and Charter admits that a document titled “CableLabs® Certification Wave Requiems and Guidelines” is available at <https://www.cablelabs.com/wp-content/uploads/2014/01/CWGuidelines.pdf>. Iarnach cites to and Charter admits that a document titled “cert_qual” is available at https://www.cablelabs.com/wp-content/uploads/2013/10/cert_qual.xlsx, and states: “Beginning with Certification Wave 79, all tested interfaces are reported on the certified/qualified product list.”

Charter denies the remaining allegations of paragraph 40 of the Complaint.

ACCUSED INSTRUMENTALITIES

41. Charter admits that Iarnach purports to define the “Accused Instrumentalities” as: “Includ[ing] the functionality necessary for Charter to provide DPoE v2.0 compliant networks to its customers, including all hardware and software, optical line terminals (OLTs), optical network units (ONUs)/optical network terminals (ONTs), transport networks, and DOCSIS back office equipment (e.g., the Operation Support System, OSS).” Charter denies the remaining allegations of paragraph 41 of the Complaint and specifically denies that it makes, uses, sells or offers to sell any infringing equipment.

42. Charter incorporates its response to paragraph 7 of the Complaint. Iarnach cites to and Charter admits that a webpage at <https://broadbandnow.com/Spectrum-Internet> includes an

[REDACTED]

interactive map. Charter admits that the image contained in paragraph 42 of the Complaint appears to be an undated screen capture of this interactive map. Charter denies the remaining allegations of paragraph 42 of the Complaint.

43. Charter incorporates its responses to paragraphs 7 and 8 of the Complaint. Iarnach cites to and Charter admits that a webpage at <https://broadbandnow.com/Spectrum-Internet> includes an interactive map. Charter admits that the image contained in paragraph 43 of the Complaint appears to be an undated screen capture of this interactive map. Charter denies the remaining allegations of paragraph 43 of the Complaint.

44. Iarnach cites to and Charter admits that a webpage at <https://www.telecompetitor.com/charters-1-3b-texas-investment-will-use-a-mix-of-fiber-docsis/>, states: “Charter celebrated the \$1.3 billion that the company is investing in rural areas of Texas late last week...”

Iarnach cites to and Charter admits that a webpage at <https://www.datacenterdynamics.com/en/news/charter-communications-to-invest-13-billion-in-texas/> states: “Charter Communications has announced it is investing more than \$1.3 billion in Texas as part of its network expansion.”

Iarnach cites to and Charter admits that a webpage at <https://www.fiercetelecom.com/telecom/charter-walks-30000-miles-prep-poles-rdof-builds> states: “Charter Communications rolled out gigabit-capable broadband to more than 1,200 locations in El Paso County, Texas....”

Iarnach cites to and Charter admits that a webpage at <https://corporate.charter.com/newsroom/spectrum-launches-gigabit-broadband-in-jefferson-county-texas> states: “Spectrum today announced the launch of Spectrum Internet, Mobile, TV and Voice services to more than 2,670 homes and small businesses in rural Jefferson County, Texas. Spectrum’s newly

[REDACTED]

constructed fiber-optic network buildout is part of the company's approximately \$5 billion investment in unserved rural communities...." Charter denies the remaining allegations of paragraph 44 of the Complaint.

45. Iarnach cites to and Charter admits that a webpage at <https://www.telecompetitor.com/multi-gig-broadband-charter-to-invest-100-per-location-to-upgrade-entire-footprint-by-2025/> states: "Charter said today that it will invest \$100 per location to upgrade its entire broadband footprint by 2025."

Iarnach cites to and Charter admits that a webpage at <https://www.lightreading.com/cable-technology/charter-plots-big-multi-gig-network-wireless-upgrades> states: "Charter Communications plans to upgrade its hybrid fiber/coax (HFC) network over the next three years at just \$100 per household passed."

Charter denies the remaining allegations of paragraph 45 of the Complaint.

46. Iarnach cites to and Charter admits that a webpage at <https://www.spectrum.net/support/internet/modems-routers-wireless-adapters> lists the following fiber equipment: "Spectrum ONU (SONU) Modem; Alcatel-Lucent XE-040G-A ONT; Commscope C1004; Alpha FlexPoint UPS; and Ube TVM924 ATA." Iarnach cites to and Charter admits that a document purportedly created by Commscope titled "C1004 10 G EPON Bridging ONU" is available at <https://d15yx0mnc9teae.cloudfront.net/sites/default/files/C1004Datasheet.pdf> and states: "CableLabs DPoE 1.0 and 2.0 compliant."

Charter denies the remaining allegations of paragraph 46 of the Complaint.

COUNT 1: ALLEGED INFRINGEMENT OF U.S. PATENT NO. 8,942,378

47. Charter incorporates its responses to all preceding paragraphs in this answer as though fully set forth herein.

[REDACTED]

48. Charter admits that Iarnach cites to U.S. Patent No. 8,942,378 (“the 378 patent”), which on its face bears a title of “Method and Device for Encrypting Multicast Service in Passive Optical Network System” and an issue date of January 27, 2015. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 48 of the Complaint and, on that basis, denies them.

49. Charter admits Exhibit C to the Complaint purports to be a copy of the USPTO Reel/frame 062320/0522. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 49 of the Complaint and, on that basis, denies them.

50. Iarnach cites to and Charter admits that the 378 patent includes Figure 1 and states the content of the quote in paragraph 50. Charter denies the remaining allegations of paragraph 50 of the Complaint.

51. Iarnach cites to and Charter admits that the 378 patent states the content of the quote in paragraph 51. Charter denies the remaining allegations of paragraph 51 of the Complaint.

52. Iarnach cites to and Charter admits that the 378 patent states the content of the quote in paragraph 52. Charter denies the remaining allegations of paragraph 52 of the Complaint.

53. Iarnach cites to and Charter admits that the 378 patent’s Notice of Allowance states the content of the quote in paragraph 53. Charter denies the remaining allegations of paragraph 53 of the Complaint.

54. Charter lacks knowledge or information sufficient to admit or deny whether Iarnach holds any rights, title, or interest in and to the 378 Patent, and on that basis, denies them. Charter denies the remaining allegations of paragraph 54 of the Complaint.

55. Denied.

56. Denied.

57. Iarnach cites to and Charter admits that the 378 patent states the content of the quote in paragraph 57. Charter denies the remaining allegations of paragraph 57 of the Complaint.

58. Iarnach cites to and Charter admits that the 378 patent states: “A method for encrypting multicast services in a passive optical network system is provided in the present invention....” Iarnach cites to and Charter admits that the DPoE v2.0 Architecture Specification states: “DOCSIS Provisioning of EPON (DPoE) version 2.0 specifications are a joint effort ... to support EPON technology using existing DOCSIS-based back office systems and processes. ... Ethernet PON (EPON) is an [802.3] standard for a passive optical network (PON).” Charter denies the remaining allegations of paragraph 58 of the Complaint.

59. Iarnach cites to and Charter admits that the DPoE v2.0 Security and Certificate Specification states:

In order to preserve security of the key, the DPoE System MUST send the key downstream on a previously registered and encrypted unicast LLID to each ONU. ... The DPoE system generates a 128-bit random bit string to use as the new key. This key will be used by the DPoE system to encrypt traffic on the mLLID, and by the D-ONU to decrypt traffic on that mLLID.

Charter denies the remaining allegations of paragraph 59 of the Complaint.

60. Iarnach cites to and Charter admits that the 378 patent states:

[A]n optical line terminal (OLT) generating a common key, and using the common key to encrypt multicast service data of all different multicast services in a same bearer channel and then sending encrypted data, wherein the multicast service data of all different multicast services in the same one bearer channel use a same common key to carry out encryption....

Iarnach cites to and Charter admits that the DPoE v2.0 Security and Certificate Specification states:

[A]ll ONUs with the mLLID must have the same key.... The DPoE system generates a 128-bit random bit string to use as the new key. This key will be used by the DPoE system to encrypt traffic on the mLLID, and by the D-ONU to decrypt traffic on that mLLID.

[REDACTED]

Charter denies the remaining allegations of paragraph 60 of the Complaint.

61. Iarnach cites to and Charter admits that the 378 patent states: “OLT sending the common key applied in encrypting the multicast service data via a management control channel to an optical network unit (ONU) that is activated successfully and applies to receive said multicast service data.”

Iarnach cites to and Charter admits that the DPoE v2.0 Security and Certificate Specification states:

[T]he DPoE System MUST send the key downstream on a previously registered and encrypted unicast LLID to each ONU. ... The DPoE System sends a copy of the Key Exchange PDU to each D-ONU in the L-OAM Key Exchange PDU, using an encrypted unicast LLID to that D-ONU. Keys are not multicast on the mLLID itself.

Charter denies the remaining allegations of paragraph 61 of the Complaint.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

COUNT 2: ALLEGED INFRINGEMENT OF U.S. PATENT NO. 9,674,035

67. Charter incorporates its responses to all preceding paragraphs in this answer as though fully set forth herein.

68. Charter admits that Iarnach cites to U.S. Patent No. 9,674,035 (“the 035 patent”), which on its face bears a title of “Seamless Configuration Update for Optical Network Unit in Ethernet Passive Optical Network” and an issue date of June 6, 2017. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 68 of the Complaint and, on that basis, denies them.

[REDACTED]

69. Charter admits Exhibit D to the Complaint purports to be a copy of the USPTO Reel/frame 063071/0975. Charter admits Exhibit E to the Complaint purports to be a copy of an Assignment. Charter admits Exhibit C to the Complaint purports to be a copy of the USPTO Reel/frame 062320/0522. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 69 of the Complaint and, on that basis, denies them.

70. Iarnach cites to and Charter admits that the 035 patent includes Figures 4 and 7 and the content of the quote in paragraph 70. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 70 of the Complaint and, on that basis, denies them.

71. Iarnach cites to and Charter admits that the 035 patent states the content of the quote in paragraph 71. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 71 of the Complaint and, on that basis, denies them.

72. Iarnach cites to and Charter admits that the 035 patent states the content of the quote in paragraph 72. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 72 of the Complaint and, on that basis, denies them.

73. Iarnach cites to and Charter admits that the 12/21/2016 Amendment After Final Office Action for the 035 patent, and not the 378 patent, states: “Bronstein 953 fails to teach or suggest at least the claimed “means for notifying a virtual cable modem (vCM), prior to successful update of the ONU, that the updated configuration file is available for the ONU.” Iarnach cites to the 2/1/2017 Notice of Allowance for the 035 patent, not the 378 patent. Charter denies the remaining allegations of paragraph 73 of the Complaint.

74. Charter lacks knowledge or information sufficient to admit or deny whether Iarnach holds any rights, title, or interest in and to the 035 patent, and on that basis, denies them. Charter

[REDACTED]

denies that it is not licensed to the 035 patent. Charter denies the remaining allegations of paragraph 74 of the Complaint.

75. Denied.

76. Denied.

77. Iarnach cites to and Charter admits that the 035 patent states the content of the quote in paragraph 77. Charter denies the remaining allegations of paragraph 77 of the Complaint.

78. Iarnach cites to and Charter admits that the 035 patent states: “14. A method of updating configuration of an Optical Network Unit (ONU) in an Ethernet Passive Optical Network (EPON).”

Iarnach cites to and Charter admits that the DPoE v2.0 Architecture Specification states:

DOCSIS Provisioning of EPON (DPoE) version 2.0 specifications ... support EPON technology using existing DOCSIS-based back office systems and processes. ... Ethernet PON (EPON) is an [802.3] standard for a passive optical network (PON). A PON is a specific type of multi-access optical network. A multi-access optical network is an optical fiber based network technology that permits more than two network elements to transmit and receive on the same fiber.

Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states: “The objective of this specification is to document the requirements to support the automated provisioning of IP High Speed Data Services and Metro Ethernet services over EPON network using DOCSIS provisioning methods and backend servers.” Charter denies the remaining allegations of paragraph 78 of the Complaint.

79. Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification includes Figure 20 and states “Dynamic D-ONU Configuration Update Mechanism.” Charter denies the remaining allegations of paragraph 79 of the Complaint.

80. Iarnach cites to and Charter admits that the 035 patent states: “[R]eceiving a notification that an updated configuration file is available for the ONU, wherein the ONU is

[REDACTED]

configured with a current configuration file....” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states: “[T]rigger[] ... using the ‘dpoeVcmDynCfgNow’ MIB object ... to download the new DOCSIS CM configuration file.”

Charter denies the remaining allegations of paragraph 80 of the Complaint.

81. Iarnach cites to and Charter admits that the 035 patent states: “[O]btaining the updated configuration file.” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states: “The vCM obtains TFTP server and file name values via a DHCPREQUEST mechanism. The vCM downloads the new configuration file ... The vCM MUST initiate the configuration file download process when triggered by the ‘dpoeVcmDynCfgNow’ object, defined in [DPoE-OSSiv2.0].” Charter denies the remaining allegations of paragraph 81 of the Complaint.

82. Iarnach cites to and Charter admits that the 035 patent states: “[P]erforming, using at least one computer, a first validation of the updated configuration file for structural errors....” Iarnach cites to and Charter admits the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states: “The vCM first validates the configuration file integrity. ... After the configuration file download completes successfully, the vCM MUST validate the correctness of the configuration file, as described in Section 9.1.5.6, CM Configuration File Processing.” Charter denies the remaining allegations of paragraph 82 of the Complaint.

83. Iarnach cites to and Charter admits that the 035 patent states: “[D]etermining changes between the current configuration file of the ONU and the updated configuration file to identify ONU resources to implement to the changes....” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states:

[C]ompare the running configuration with the newly downloaded configuration file and identifies the differences to the services provisioned on the D-ONU....

[REDACTED]

The vCM MUST calculate the differences between the currently active and newly downloaded configuration files, identifying the necessary changes to the D-ONU configuration in order to support the new / modified services as detailed in the new received configuration file. This difference in configuration is used to drive the D-ONU update process.

Charter denies the remaining allegations of paragraph 83 of the Complaint.

84. Iarnach cites to and Charter admits that the 035 patent states: “performing a second validation about whether the ONU resources to implement the changes are available or not at the ONU....”

Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states:

The vCM ... verifies the resources available, checking that the requested changes can be applied to the D-ONU under the current conditions. Once the configuration feasibility for the delta configuration is confirmed, the vCM updates the D-ONU configuration, modifying the necessary parameters. ... The DPoE system makes sure that the DPoE System and the D-ONU have the needed resources to provision and support those services; it checks the DPoE System resources and capabilities and also ensures that the D-ONU capabilities can support the new/modified services.

Charter denies the remaining allegations of paragraph 84 of the Complaint.

85. Iarnach cites to and Charter admits that the 035 patent states: “applying the changes to the ONU when it is determined that the ONU resources to implement the changes are available at the ONU....”

Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states:

Once the configuration feasibility for the delta configuration is confirmed, the vCM updates the D-ONU configuration, modifying the necessary parameters. ... it uses the new validated configuration file to setup the services for the D-ONU.... The set of configuration changes needed MUST be converted into a sequence of eOAM control message as defined in [DPoE-OAMv2.0], sent to the D-ONU to add/modify/delete specific service instances. The D-ONU SHOULD apply the requested changes to the provisioned set of services without disrupting or affecting any other existing and operating services.

[REDACTED]

Charter denies the remaining allegations of paragraph 85 of the Complaint.

86. Denied.

87. Denied.

88. Denied.

89. Denied.

90. Denied.

COUNT 3: ALLEGED INFRINGEMENT OF U.S. PATENT NO. 9,287,982

91. Charter incorporates its responses to all preceding paragraphs in this answer as though fully set forth herein.

92. Charter admits that Iarnach cites to U.S. Patent No. 9,287,982 (“the 982 patent”), which on its face bears a title of “DPoE System and Service Auto-Configuration Method and Network Based Thereon” and an issue date of March 5, 2016. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 92 of the Complaint and, on that basis, denies them.

93. Charter admits Exhibit C to the Complaint purports to be a copy of the USPTO Reel/frame 062320/0522. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 93 of the Complaint and, on that basis, denies them.

94. Iarnach cites to and Charter admits that the 982 patent includes Figure 3 and states the content of the quote in paragraph 94. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 94 of the Complaint and, on that basis, denies them.

95. Iarnach cites to and Charter admits that the 982 patent states the content of the quote in paragraph 95. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 95 of the Complaint and, on that basis, denies them.

[REDACTED]

96. Iarnach cites to and Charter admits that the 982 patent states the content of the quote in paragraph 96. Charter lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 96 of the Complaint and, on that basis, denies them.

97. Iarnach cites to and Charter admits that the 12/11/2015 Amendment After Final Office Action for the 982 patent states the content of the quote in paragraph 97. Charter denies the remaining allegations of paragraph 97 of the Complaint.

98. Charter lacks knowledge or information sufficient to admit or deny whether Iarnach holds any rights, title, or interest in and to the 982 patent, and on that basis, denies the allegations. Charter denies that it is not licensed to the 982 patent. Charter denies the remaining allegations of paragraph 98 of the Complaint.

99. Denied.

100. Denied.

101. Iarnach cites to and Charter admits that the 982 patent states the content of the quote in paragraph 101. Charter denies the remaining allegations of paragraph 101 of the Complaint.

102. Iarnach cites to and Charter admits that the 982 patent states: “[S]ervice auto-configuration method of a DOCSIS Provisioning Of EPON (DPOE) system....” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states: “The objective of this specification is to document the requirements to support the automated provisioning of IP High Speed Data Services and Metro Ethernet services over EPON network using DOCSIS provisioning methods and backend servers.” Charter denies the remaining allegations of paragraph 102 of the Complaint.

103. Iarnach cites to and Charter admits that the 982 patent states: “[T]he DPOE system acquiring a configuration file from a back-office management system, wherein the configuration

[REDACTED]

file comprises both configuration information of an optical network unit (ONU) and configuration information of an optical line terminal (OLT) in the DPoE system....”

Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states:

[T]he vCM MUST obtain [a]... CM configuration file from the OSS provisioning systems, on behalf of the D-ONU, as part of the registration process. ... The DPoE System validates the contents and configures the DPoE System and D-ONU based on the service provisioning information in the CM configuration file.... [T]he vCM MUST configure both itself and the D-ONU based on the TLVs specified in the CM configuration file.

Charter denies the remaining allegations of paragraph 103 of the Complaint.

104. Iarnach cites to and Charter admits that the 982 patent states: “[T]he DPoE system analyzing the acquired configuration file, and obtaining both the configuration information of the ONU and the configuration information of the OLT....” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states:

[T]he DPoE System process[es] the CM configuration file. ... The DPoE System validates the contents. ... After downloading the CM configuration file, and prior to commencing the OAM provisioning process, the DPoE System (or vCM) performs several processing steps with the CM configuration file.... performs operations to verify the validity of a CM configuration file [T]he vCM MUST configure both itself and the D-ONU based on the TLVs specified in the CM configuration file. ...

The DPoE System validates the contents and configures the DPoE System and D-ONU based on the service provisioning information in the CM configuration file.

Charter denies the remaining allegations of paragraph 104 of the Complaint.

105. Iarnach cites to and Charter admits that the 982 patent states: “[T]he DPoE system configuring the OLT locally according to the configuration information of the OLT and mean while configuring the ONU according to the configuration information of the ONU via a management channel between the OLT and the ONU....” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states:

[REDACTED]

When the DPoE System receives management requests destined to a vCM, it checks whether the given management request requires interaction with the D-ONU. If no interaction is needed the request is handled locally, but if the request requires an extended Operations Administration and Maintenance (eOAM) message exchange between the DPoE System and the D-ONU, it converts those requests into the appropriate eOAM messages, and sends the eOAM requests to the corresponding D-ONU as needed. ...

During registration, the vCM MUST configure both itself and the D-ONU based on the TLVs specified in the CM configuration file. The DPoE System MUST configure the D-ONU using the appropriate OAM messages.

Charter denies the remaining allegations of paragraph 105 of the Complaint.

106. Iarnach cites to and Charter admits that the 982 patent states: “[W]herein, the method is performed in a process of ONU initialization....” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states: “During initialization, the D-ONU goes through a number of steps before becoming fully operational in the DPoE Network.” Charter denies the remaining allegations of paragraph 106 of the Complaint.

107. Iarnach quotes but does not cite to, and Charter admits that the 982 patent states: “[W]herein, when analyzing the acquired configuration file, the DPOE system further converts the configuration information of the ONU into a message format which can be identified by the ONU, and converts the configuration information of the OLT into a message format which can be identified by the OLT....” Iarnach cites to and Charter admits that the DPoE v2.0 MAC and Upper Layer Protocols Interface Specification states: “[T]he DPoE System ... converts those requests into the appropriate eOAM messages, and sends the eOAM requests to the corresponding D-ONU.... During registration, the vCM MUST configure both itself and the D-ONU based on the TLVs specified in the CM configuration file.” Charter denies the remaining allegations of paragraph 107 of the Complaint.

108. Denied.

109. Denied.

[REDACTED]

110. Denied.

111. Denied.

112. Denied.

ALLEGED WILLFULNESS

113. Denied.

114. Charter admits that Iarnach cites to U.S. Patent No. 11,159,365. Charter admits that Marek Hajduczenia is listed as one of the inventors of the 035 patent. Charter denies the remaining allegations of paragraph 114 of the Complaint.

115. Denied.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

120. Denied.

JURY DEMAND

121. Iarnach's demand for jury trial does not require a response.

PRAYER FOR RELIEF

Charter denies that Iarnach is entitled to any of the relief requested in the complaint or any relief whatsoever. Charter denies all allegations in the Complaint that have not been specifically admitted in paragraphs 1 through 121 above.

GENERAL DENIAL

Unless expressly admitted above, Charter denies each and every allegation set forth in Iarnach's complaint.

ADDITIONAL DEFENSES

Charter asserts the following additional defenses to the complaint. In doing so, Charter does not assume any burden of proof or persuasion on any issue that is Iarnach's burden as a matter of law. Charter reserves the right to supplement these defenses as additional facts become known.

FIRST DEFENSE: FAILURE TO STATE A CLAIM

The Complaint, and each purported cause of action therein, fails to state a claim upon which relief may be granted.

SECOND DEFENSE: NON-INFRINGEMENT (378 PATENT)

Charter has not infringed, and currently does not infringe, any valid claim of the 378 patent under any theory and thus is not liable for any infringement.

THIRD DEFENSE: INVALIDITY (378 PATENT)

The asserted claims of the 378 patent are invalid for failure to comply with one or more of the conditions or requirements of the patent laws, including, but not limited to 35 U.S.C. §§ 101, 102, 103, and/or 112.

FOURTH DEFENSE: NON-INFRINGEMENT (035 PATENT)

Charter has not infringed, and currently does not infringe, any valid claim of the 035 patent under any theory and thus is not liable for any infringement.

FIFTH DEFENSE: INVALIDITY (035 PATENT)

The asserted claims of the 035 patent are invalid for failure to comply with one or more of the conditions and requirements of the patent laws, including, but not limited to 35 U.S.C. §§ 101, 102, 103, and/or 112.

SIXTH DEFENSE: NON-INFRINGEMENT (982 PATENT)

Charter has not infringed, and currently does not infringe, any valid claim of the 982 patent under any theory and thus is not liable for any infringement.

SEVENTH DEFENSE: INVALIDITY (982 PATENT)

The asserted claims of the 982 patent are invalid for failure to comply with one or more of the conditions and requirements of the patent laws, including, but not limited to 35 U.S.C. §§ 101, 102, 103, and/or 112.

EIGHTH DEFENSE: GOOD FAITH

Charter has engaged in all relevant activities in good faith, thereby precluding Iarnach, even if it prevails, from recovering its reasonable attorneys' fees or costs under 35 U.S.C. § 285.

NINTH DEFENSE: NO WILLFUL INFRINGEMENT

Iarnach is not entitled to enhanced or increased damages for willful infringement because Charter has not engaged in any conduct that meets the applicable standard for willful infringement.

TENTH DEFENSE: LACK OF INJURY

The relief sought by Iarnach is barred, in whole or in part, because Iarnach has not suffered injury as a result of the conduct alleged in the first amended complaint.

ELEVENTH DEFENSE: PROSECUTION HISTORY ESTOPPEL

The relief sought by Iarnach is barred, in whole or in part, under the doctrine of prosecution history estoppel due to amendments and/or statements made during prosecution of one or more patents asserted in the complaint.

TWELFTH DEFENSE: LIMITATION ON DAMAGES AND COSTS

Iarnach's claim for damages is barred, in whole or in part, by 35 U.S.C. §§ 252, 286 and/or 287. To the extent any claim of the patents-in-suit is invalid, Iarnach is barred from recovering costs by 35 U.S.C. § 288.

THIRTEENTH DEFENSE: EXPRESS OR IMPLIED LICENSE

The relief sought by Iarnach is barred, in whole or in part, to the extent any of the claims of the patents-in-suit are subject to an express or implied license and/or covenant not to sue.

[REDACTED]

All three Asserted Patents were originally assigned to ZTE Corporation (“ZTE”) and later assigned to Iarnach on January 9, 2023. Iarnach accuses Charter’s network of infringing the Asserted Patents by practicing the DPOE v2.0 specification promulgated by Cable Television Laboratories, Inc. (“CableLabs”).

Upon information and belief ZTE, the original assignee of the Asserted Patents, was a member of the working group that drafted the DPoE specification and [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Through its membership in CableLabs, Charter either has or has a right to a [REDACTED] license to any patents that purport to cover one or more portions of the DPoE specification, including the Asserted Patents. This license dates back to account for any alleged past infringement by Charter.

In addition, Defendants have an implied license to the Asserted Patents [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

FOURTEENTH DEFENSE: PATENT EXHAUSTION

Iarnach’s claims against Charter are barred with respect to any products purchased from or manufactured by any licensee to any of the Asserted Patents, as a result of patent exhaustion. For example, [REDACTED]

[REDACTED]

[REDACTED]. Iarnach's patent rights are exhausted.

FIFTEENTH DEFENSE: WAIVER, LEGAL ESTOPPEL, EQUITABLE ESTOPPEL

The relief sought by Iarnach is barred, in whole or in part, by the doctrines of waiver, legal estoppel, and/or equitable estoppel. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Iarnach is equitably estopped from enforcing the Asserted Patents due to its own failure to produce evidence of ZTE's involvement in the DPoE working group and ZTE's subsequent relinquishment of patent rights [REDACTED]

[REDACTED]

In the alternative or in addition, Iarnach is equitably estopped from enforcing the Asserted Patents because ZTE participated in the DPoE working group, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Charter relied on this belief to its detriment. Iarnach is now equitably estopped from enforcing the Asserted Patents.

SIXTEENTH DEFENSE: UNCLEAN HANDS

Iarnach is barred from enforcing the Asserted Patents due to its willful and egregious misconduct or bad faith in concealing [REDACTED],

[REDACTED]

or its failure to investigate [REDACTED], and in bringing this lawsuit when Charter holds or has the right to hold an express or implied license to the Asserted Patents; such behavior violates equitable standards and constitutes unclean hands. In addition or in the alternative, Iarnach has failed to and breached its responsibility to negotiate a reasonable and non-discriminatory (“RAND”) license with Charter, or brings this suit with full knowledge that Charter is licensed or entitled to a license, and this suit is therefore brought with unclean hands.

SEVENTEENTH DEFENSE: NO ENTITLEMENT TO FEES

Iarnach cannot prove that this is an exceptional case justifying award of attorneys’ fees pursuant to 35 U.S.C. § 285.

EIGHTEENTH DEFENSE: LACK OF STANDING

To the extent that Iarnach did not, or does not, hold all substantive rights to bring suit and to exclude others from practicing the claims of the Asserted Patents, Iarnach’s claims are barred by lack of standing.

NINETEENTH DEFENSE: PROSECUTION LACHES

Iarnach’s claims are barred under the doctrine of prosecution laches, because of the lengthy time periods between filing and issuance for each of the Asserted Patents.

RESERVATION OF ADDITIONAL DEFENSES

Charter reserves the right to assert additional defenses if discovery or other analysis indicates that additional defenses are appropriate.

COUNTERCLAIM

1. Charter seeks a judgment against Iarnach for breach of its RAND obligations to license the Asserted Patents on reasonable and non-discriminatory terms.

PARTIES

2. Charter Communications, Inc. is organized and existing under the laws of the State of Delaware, with a principal place of business at 400 Washington St., Stamford, Connecticut 06902.

3. Charter Communications Holding Company, LLC is organized and existing under the laws of the State of Delaware, with a principal place of business at 12405 Powerscourt Drive, Saint Louis, Missouri 63131.

4. Charter Communications Operating, LLC is organized and existing under the laws of the State of Delaware, with a principal place of business at 12405 Powerscourt Drive, Saint Louis, Missouri 63131.

5. Spectrum Management Holding Company, LLC (formerly known as Time Warner Cable) is organized and existing under the laws of the State of Delaware, with a principal place of business at 12405 Powerscourt Drive, Saint Louis, Missouri 63131.

6. Spectrum Gulf Coast, LLC is organized and existing under the laws of the State of Delaware, with a principal place of business at 12405 Powerscourt Drive, Saint Louis, Missouri 63131.

7. According to Plaintiff's Complaint, Iarnach Technologies Ltd. is a company duly organized and existing under the laws of Ireland with its principal place of business at The Hyde Building, Suite 23, The Park, Carrickmines, Dublin 18, Ireland.

JURISDICTION AND VENUE

8. These Counterclaims arise under the patent laws of the United States, 35 U.S.C. § 1 et seq. and 28 U.S.C. §§ 1331, 1332, 1367, and/or 1338. This Court accordingly has jurisdiction over these counterclaims.

9. The amount in controversy exceeds \$75,000.

[REDACTED]

10. The Court has personal jurisdiction over Iarnach because it consented to the jurisdiction of this Court by filing its Complaint here.

11. Venue for these Counterclaims is proper in this District for Iarnach because Iarnach consented to the propriety of venue in this District by filing its Complaint here. Venue is also proper under 28 U.S.C. § 1391(c)(3) and pendent venue.

BACKGROUND

12. Charter incorporates and realleges the paragraphs of its Answer, each of its Affirmative Defenses, and the preceding paragraphs of its Counterclaim.

13. CableLabs is the global broadband industry's leading research and development lab. CableLabs promulgated the DPoE v2.0 specification, which was adopted by the American National Standards Institute as a standard. Specifications enable the goal of interoperability.

14. CableLabs promulgated the DPoE v2.0 specification, which forms the basis for Iarnach's infringement allegations in this litigation.

CONTRACTUAL OBLIGATION TO LICENSE UNDER RAND TERMS STEMS FROM ZTE

15. The original assignee of the Asserted Patents was ZTE Corporation ("ZTE"). ZTE participated in the development of DPoE v1.0 and v2.0 specifications. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. [REDACTED]

[REDACTED]

[REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]

[REDACTED]

IARNACH'S OBLIGATION TO LICENSE UNDER RAND TERMS

20. In 2023, Iarnach purchased a portfolio of patents from ZTE, which include the Asserted Patents, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] t.

21. Iarnach is the current assignee of record for the Asserted Patents.

22. ZTE's obligation [REDACTED] applies equally to Iarnach because Iarnach is the current assignee of the Asserted Patents, and [REDACTED]
[REDACTED].

23. Iarnach also has an obligation to license the Asserted Patents [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

IARNACH'S BREACH OF ITS OBLIGATION TO LICENSE UNDER RAND TERMS

24. Iarnach did not negotiate or communicate with Charter before filing suit.

25. Iarnach has not offered a license on any terms, much less under RAND terms, at any time before or after the instant litigation was initiated.

26. Additionally, [REDACTED]
[REDACTED], Iarnach failed to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

27. Upon information and belief, Iarnach intends to present a theory of alleged damages that is inconsistent with its RAND obligations

COUNTERCLAIM: BREACH OF RAND OBLIGATIONS

28. Charter incorporates and realleges the paragraphs of its Answer, each of its Defenses, and the preceding paragraphs of its Counterclaim.

29. ZTE entered into express or implied contractual obligations [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

30. ZTE's contractual obligations apply to Iarnach, who is the current assignee of the Asserted Patents, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

31. Iarnach was contractually obligated, [REDACTED]
[REDACTED]
[REDACTED]

32. [REDACTED]
[REDACTED]

33. Iarnach breached its contractual commitments based on at least its conduct indicated above. In doing so, it also violated the implied covenant of good faith and fair dealing that adheres to every contract.

[REDACTED]

34. Iarnach cannot satisfy its [REDACTED]

[REDACTED]

[REDACTED]

35. As a result of Iarnach's contractual breach, Charter has been injured in its business or property, including but not limited to Iarnach's claim for damages and attorneys' fees and costs to defend this meritless action.

36. As a direct and proximate result of Iarnach's failure to abide by its contractual obligations and its filing of this lawsuit, Charter has been damaged, including by being forced to expend money in the form of attorneys' fees and related litigation costs.

PRAYER FOR RELIEF

WHEREFORE, Charter prays for judgment:

- a) Denying Iarnach all relief requested in its Complaint and dismissing its Complaint with prejudice;
- b) Finding in Charter's favor for all enumerated Defenses;
- c) Finding that Charter has not infringed, does not infringe, and is not liable for any infringement of any valid and enforceable claim of the 378, 035, and 982 patents under any theory;
- d) Finding in Charter's favor on its counterclaims, specifically that Iarnach breached its RAND obligations, and Charter is entitled to a [REDACTED] license to the Asserted Patents;
- e) Finding that one or more claims of the 378, 035, and 982 patents are invalid and unenforceable;
- f) Awarding damages as a result of Iarnach's breach of its RAND obligations;
- g) Limiting or barring Iarnach's ability to enforce the Asserted Patents in equity;
- h) Finding that this is an exceptional case under 35 U.S.C. § 285 and awarding Charter its reasonable attorneys' fees and expert witness fees;

- i) Awarding costs to Charter; and
- j) Granting all other relief the Court shall deem just and proper.

DEMAND FOR JURY TRIAL

Charter hereby requests a trial by jury on all issues so triable including specifically on Iarnach's claims and Charter's defenses and counterclaims thereto.

Dated: April 9, 2025

Respectfully submitted,

Of Counsel:

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Counsel for Defendants Charter Communications, Inc., Charter Communications Holding Company, LLC, Charter Communications Operating, LLC, Spectrum Management Holding Company, LLC, and Spectrum Gulf Coast, LLC

CERTIFICATE OF AUTHORIZATION TO SEAL

Pursuant to Local Rule CV-5(a)(7)(B) that I am authorized to file the foregoing document under seal pursuant to paragraph 16 of the Protective Order (Dkt. 62) because this document references Designated Material.

/s/ Saina S. Shamilov
Saina S. Shamilov

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 9, 2025, a true and correct copy of the above and foregoing document has been served on all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system. Additionally, I hereby certify that all counsel of record who have consented to electronic service are being served with a copy of these documents via electronic mail per Local Rule CV-5.

/s/ Saina S. Shamilov
Saina S. Shamilov