

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

IARNACH TECHNOLOGIES LTD.,	§	
	§	
<i>Plaintiff,</i>	§	
	§	CIVIL ACTION No. 2:24-cv-00230-JRG
v.	§	
	§	
CHARTER COMMUNICATIONS,	§	
INC., CHARTER	§	JURY TRIAL DEMANDED
COMMUNICATIONS HOLDING	§	
COMPANY, LLC, CHARTER	§	
COMMUNICATIONS OPERATING,	§	
LLC, SPECTRUM MANAGEMENT	§	
HOLDING COMPANY, LLC, and		
SPECTRUM GULF COAST, LLC,		
<i>Defendants,</i>		

**PLAINTIFF’S ANSWER TO CHARTER’S COUNTERCLAIM TO PLAINTIFF’S
SECOND AMENDED COMPLAINT**

Plaintiff Iarnach Technologies Ltd. (“Iarnach” or “Plaintiff”) by and through its undersigned counsel files this Answer to Counterclaim filed by 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 “Defendant”) (Dkt. No. 112) (“Counterclaim”). Plaintiff answers Charter’s Counterclaim using the same paragraph numbers used in Charter’s pleading.

Any factual allegation admitted below is admitted only as to the specific admitted facts, and not as to any purported conclusions, characterizations, or implications that may follow from the admitted facts.

Iarnach 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.

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.

Plaintiff's Answer: Plaintiff admits that Charter purports to state a counterclaim for breach of RAND obligations to license the Asserted Patents on reasonable and non-discriminatory terms but denies that Charter is entitled to any relief with respect to its counterclaim.

THE 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.

Plaintiff's Answer: Iarnach is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies them.

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.

Plaintiff's Answer: Iarnach is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies them.

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.

Plaintiff's Answer: Iarnach is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies them.

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.

Plaintiff's Answer: Iarnach is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies them.

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.

Plaintiff's Answer: Iarnach is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies them.

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.

Plaintiff's Answer: Admitted.

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.

Plaintiff's Answer: Iarnach admits that this Court has subject matter jurisdiction over the Counterclaim as to Iarnach. Iarnach denies the remaining allegations of this paragraph.

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

Plaintiff's Answer: Admitted.

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

Plaintiff's Answer: Iarnach admits that this Court has personal jurisdiction over Iarnach with respect to the Charter Counterclaim. Iarnach denies the remaining allegations in this paragraph.

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.

Plaintiff's Answer: Iarnach admits that venue is proper in this District with respect to the Charter Counterclaim against Iarnach. Iarnach denies the remaining allegations in this paragraph.

BACKGROUND

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

Plaintiff's Answer: Iarnach restates and incorporates by reference its responses to the preceding Counterclaim paragraphs.

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.

Plaintiff's Answer: Iarnach admits that CableLabs developed the DPoE v2.0 specification. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

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

Plaintiff's Answer: Iarnach admits that CableLabs developed the DPoE v2.0 specification. Iarnach admits that Charter's implementation of DPoE v2.0 in its networks and network services infringes the Asserted Patents. Iarnach denies the remaining allegations in this paragraph.

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. As a member of CableLabs and a participant in the DPoE v1.0 and v2.0 specifications, ZTE made contractual commitments to CableLabs to license its allegedly essential patents on terms that are reasonable and nondiscriminatory or reasonable and demonstrably free of unfair discrimination (RAND). Under CableLabs' DPoE IPR Policy, all participants in the DPoE working group receive a royalty-free cross license to all patents and patent applications not expressly withheld from the DPoE working group.

Plaintiff's Answer: Iarnach admits that United States Patent Nos. 8,942,378 and 9,287,982 were originally assigned to ZTE Corporation. Iarnach admits that United States Patent No. 9,674,035 was originally assigned to ZTE Corporation and ZTE Portugal Projectos de Telecomunicações Unipessoal Lda. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

16. The DPoE IPR Policy states "that all intellectual property in such Contribution shall be licensed under the terms of this IPR Policy in accordance with the terms herein." DPoE IPR Policy at 1. By signing the DPoE IPR Policy, participants of the working group agree to make all patents containing "Essential Claims" available for license on royalty free, no cost, reasonable and non-discriminatory terms and conditions to any "Third Party" trying to implement an issued Specification. *Id.* at Section 3.2 ("With respect to all Essential claims of all patents or published

patent applications owned or controlled by Participant or any of its Affiliates which are not validly noticed to CableLabs (or its designee) by Participant in accordance with the procedure set forth in Section 3.1 above, Participant agrees to make licenses (and grant releases for past infringement) or cause licenses (and releases for past infringement) to be made, available for such Essential Claims on royalty free, no cost, reasonable and non-discriminatory terms and conditions, including terms for defensive suspension of any licenses to any Third Party that desires to implement or has implemented any Issued Specification”).

Plaintiff’s Answer: Iarnach admits that the Counterclaims appear to correctly quote certain language from one version of the DPoE IPR Policy. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

17. Upon information and belief, ZTE executed a DPoE Contribution and License Agreement where it contracted to license, under RAND terms, its patents that cover any contributions that ZTE made that were included in any DPoE specifications.

Plaintiff’s Answer: Iarnach is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies them.

18. If the Asserted Patents are essential as Iarnach contends, ZTE had an obligation to license the Asserted Patents on RAND terms because it participated in the creation of the DPoE v1.0 and v2.0 specifications and obtained patents that are purportedly essential to the DPoE v1.0 and v2.0 specifications.

Plaintiff’s Answer: Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no

response. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

19. Moreover, if the Asserted Patents were essential as Iarnach contends, ZTE also had an obligation to license the Asserted Patents under RAND terms based on its representations to CableLabs.

Plaintiff's Answer: Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no response. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

IARNACH'S OBLIGATION TO LICENSE UNDER RAND TERMS

20. In 2023, Iarnach purchased a portfolio of patents from ZTE, which include the Asserted Patents, under a Patent Assignment Agreement. (Exhibit A.) The Patent Assignment Agreement expressly lists encumbrances in Exhibit B and provides a "whitelist" of companies against whom the patents may be enforced in Exhibit G. CableLabs is not listed in the "whitelist" provided in Exhibit G to the Patent Assignment Agreement.

Plaintiff's Answer: Iarnach admits that it is the current assignee of the Asserted Patents. Iarnach admits that the word "CableLabs" does not appear in Exhibit B or Exhibit G to the Patent Purchase Agreement attached as Exhibit A to Charter's Counterclaim. Iarnach is unable to respond to the remaining allegations in this paragraph as they contain insufficient allegations regarding different ZTE entities without specifying the entity to which it refers. Iarnach denies the remaining allegations in this paragraph.

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

Plaintiff's Answer: Admitted.

22. ZTE's obligation to license the Asserted Patents under RAND terms applies equally to Iarnach because Iarnach is the current assignee of the Asserted Patents, and the RAND commitment runs with the Asserted Patents.

Plaintiff's Answer: Iarnach admits that it is the current assignee of the Asserted Patents. Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no response. Iarnach is unable to respond to the remaining allegations in this paragraph as they contain insufficient allegations regarding different ZTE entities without specifying the entity to which it refers. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

23. Iarnach also has an obligation to license the Asserted Patents under RAND terms because Iarnach admitted that it asserts that the Asserted Patents are essential to the DPoE v1.0 and v2.0 specifications and has specifically committed, as successor to ZTE's patent rights, to licensing the Asserted Patents on RAND terms.

Plaintiff's Answer: Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no response. Iarnach is unable to respond to the remaining allegations in this paragraph as they contain insufficient allegations regarding different ZTE entities without specifying the entity to which it refers. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

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

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

Plaintiff's Answer: Admitted.

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.

Plaintiff's Answer: Iarnach admits that, as of the date of this Answer, it has not offered a license to the Asserted Patents to Charter.

26. Additionally, despite knowing that the Asserted Patents are encumbered by licenses to potentially over a dozen third parties, Iarnach failed to acquire information on any of the listed encumbrances to the Asserted Patents and failed to act reasonably to attempt to acquire such information. Iarnach cannot know whether any offer or settlement discussions are under RAND terms.

Plaintiff's Answer: Denied.

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

Plaintiff's Answer: Denied.

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.

Plaintiff's Answer: Iarnach restates and incorporates by reference its responses to the preceding Counterclaim paragraphs.

29. ZTE entered into express or implied contractual obligations with CableLabs and its members, affiliates and adopters relating to the DPoE v1.0 and v2.0 specifications. ZTE's irrevocable undertakings to CableLabs, and implementers, to permit use of its allegedly essential patents, including the Asserted Patents, by entities like Charter on RAND terms created contractual agreements.

Plaintiff's Answer: Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no response. Iarnach is unable to respond to the remaining allegations in this paragraph as they contain insufficient allegations regarding different ZTE entities without specifying the entity to which it refers. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

30. ZTE's contractual obligations apply to Iarnach, who is the current assignee of the Asserted Patents, and who is obligated to license the Asserted Patents on RAND terms. Alternatively, or in addition to, Iarnach is obligated to license the Asserted Patents on RAND terms because Iarnach asserts that the Asserted Patents are essential to the DPoE specifications and is committed, as a successor to ZTE's patent rights, to licensing the Asserted Patents on RAND terms.

Plaintiff's Answer: Iarnach admits that it is the current assignee of the Asserted Patents. Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no response. Iarnach is unable to respond to the remaining allegations in this paragraph as they contain insufficient allegations regarding different ZTE entities without specifying the entity to which it refers. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

31. Iarnach was contractually obligated, among other things, to grant licenses to the Asserted Patents consistent with the applicable patent policy of the standards and bylaws of CableLabs.

Plaintiff's Answer: Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no response. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

32. These contractual obligations are enforceable by third-party beneficiaries of the agreements between ZTE and CableLabs, including Charter.

Plaintiff's Answer: Iarnach denies the statements and allegations in this paragraph insofar as they contain opinions and legal argument rather than factual assertions and therefore require no response. Iarnach is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and therefore denies them.

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.

Plaintiff's Answer: Denied.

34. Iarnach cannot satisfy its contractual commitments to license the Asserted Patents on RAND terms in future offers or negotiations because it cannot know what the RAND terms are without any encumbrance information.

Plaintiff's Answer: Denied.

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.

Plaintiff's Answer: Denied.

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.

Plaintiff's Answer: Denied.

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 no-cost 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.

Plaintiff's Answer: Iarnach denies that Charter is entitled to judgment in its favor or any relief requested in its Prayer for Relief, and requests that the Court deny Charter's requested relief.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(c), Iarnach joins Charter and demands a trial by jury on all issues so triable.

AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Charter's Counterclaim fails to state a claim upon which relief can be granted.

Dated: April 30, 2025

Respectfully submitted,

/s/ Eric Enger

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Counsel for Plaintiff Iarnach Technologies Ltd.

CERTIFICATE OF SERVICE

Pursuant to the Federal Rules of Civil Procedure and Local Rule CV-5, I hereby certify that, on April 30, 2025, a copy of the foregoing was served electronically through the U.S. District Court, Eastern District of Texas ECF system to all counsel of record whom are Filing Users of the Court's Electronic Filing System.

/s/ Eric Enger
Eric Enger