

IN THE 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

JOINT MOTION TO STAY CASE PENDING RESOLUTION OF LICENSE DEFENSE

Exhibit 1024
Charter v. Iarnach, IPR2025-00473

[REDACTED]

I. INTRODUCTION

The Parties jointly request that the Court stay the case except for third-party discovery into a dispositive license defense asserted by the Charter defendants. Recently, on May 14, 2025, third-party CableLabs produced its license agreement with ZTE, the original owner of the asserted patents. This license agreement on its face provides [REDACTED] license to ZTE's patents—including the asserted patents—to [REDACTED]. Charter is a CableLabs member. Plaintiff desires to conduct third party discovery into this issue to confirm whether Charter's license defense disposes of all claims in the case. Plaintiff already propounded the discovery it needs on ZTE, CableLabs, and former ZTE employee Mr. Marek Hajduczenia. To preserve the Court's resources and the Parties' efforts in litigating claims that may be moot, the Parties jointly propose to stay the case while they conduct limited third-party discovery into this case dispositive issue. The Parties expect that the third-party discovery can be completed within a few months. The Parties will jointly file a status report with the Court in 60 days from the entrance of the stay.

Granting a short stay will conserve the Court's resources. Presently pending before the Court is Charter's motion to disqualify Plaintiff's expert, Mr. Lane Johnson. Dkt. 108. The Parties are also actively working on claim construction, with openings briefs due on June 30, 2025 and a claim construction hearing before the Court scheduled for August 11, 2025. Granting the Parties a stay will prevent the Court from having to deal with the above in the event that discovery confirms Charter's dispositive license defense, and the Parties dismiss this case in its entirety.

II. FACTUAL BACKGROUND

Iarnach purchased a portfolio of patents from ZTE in late-November, 2022. The terms of this purchase are memorialized in the ZTE-Iarnach Patent Purchase Agreement. Ex. A (ZTE-

[REDACTED]

Iarnach Purchase Agreement). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In April of 2024, Iarnach asserted three of those ZTE patents against Charter: (1) U.S. Patent No. 8,942,378; (2) U.S. Patent No. 9,287,982; and (3) U.S. Patent No. 9,674,035 (collectively the “Asserted Patents”). Dkt. 1 (Complaint); Dkt. 24 (1st Am. Complaint). The infringement read is largely based on Charter’s alleged implementation of the CableLabs DPoE v2.0 standard. *Id.*

In April 2025, Charter asserted a license defense based on a license agreement between ZTE and CableLabs. Dkt. 112 (Answer) at 25-26. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Iarnach is ZTE’s successor in interest to the Asserted Patents.

[REDACTED]

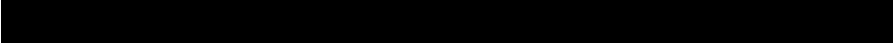
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


id. at 7. While there is no evidence thus far that ZTE exercised this opt out, the third-party discovery will get to the bottom of this issue.

Since learning of the ZTE-CableLabs License Agreement, the Parties have diligently sought to determine whether that agreement provides Charter a license to the Asserted Patents. For example, Iarnach has issued subpoenas to third-parties like CableLabs, ZTE, and former ZTE employee Marek Hajduczenia for documents and depositions concerning the agreement. Ex. C (Iarnach-CableLabs subpoena); Ex. D (Iarnach-ZTE subpoena); Ex. E (Iarnach-Hajduczenia subpoena). Charter has also issued subpoenas to CableLabs and ZTE for information concerning the agreement. Ex. F (Charter-CableLabs subpoena); Ex. G (Charter-ZTE subpoena). This discovery is not yet complete. The Parties expect they can obtain this third-party discovery and resolve the case dispositive license issue within a few months.

Apart from the license issue, substantial resources need to be exerted by both the Court and the Parties over the next few months—work that will be entirely unnecessary if the third-party discovery confirms that Charter has a license to the asserted patents. For example, the Court must rule on Charter’s outstanding motion to disqualify Lane Johnson as an expert. Dkt. 108. The Parties must substantially complete their document productions by June 30, 2025. Dkt. 55 (DCO) at 4. Claim construction briefing will occur during June and July. The Court is scheduled to review that briefing and hold a *Markman* hearing on August 11, 2025. *Id.* at 3-4. Fact discovery closes on September 15, 2025, and expert discovery must be complete by October 27, 2025. *Id.* at 3.

III. LEGAL STANDARDS

Courts have long recognized that “the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time

[REDACTED]

and effort for itself, for counsel, and for litigants.” *Landis v. North Am. Co.*, 299 U.S. 248, 254, 57 S. Ct. 163, 81 L. Ed. 153 (1936); *see also United States v. Rainey*, 757 F.3d 234, 241 (5th Cir. 2014). In deciding whether to stay litigation, this Court typically considers: (1) whether a stay will unduly prejudice or present a clear tactical disadvantage to the nonmoving party, (2) whether a stay will simplify the issues in question and trial of the case, and (3) whether the proceedings have reached an advanced state, including whether discovery is complete and whether a trial date has been set. *Soverain Software LLC v. Amazon.com, Inc.*, 356 F. Supp. 2d 660, 662 (E.D. Tex. 2005); *Ramot at Tel Aviv Univ. Ltd. v. Cisco Sys.*, No. 2:19-CV-00225-JRG, 2021 U.S. Dist. LEXIS 6779, at *3 (E.D. Tex. Jan. 13, 2021). Based on these factors, this Court determines whether the benefits of a stay outweigh the inherent costs of postponing resolution of the litigation. *Lionra Techs. Ltd. v. Cisco Sys.*, No. 2:24-CV-00097-JRG, 2025 U.S. Dist. LEXIS 80719, at *3 (E.D. Tex. Apr. 28, 2025).

IV. ARGUMENT

The Parties jointly request the Court to stay the case while the Parties obtain discovery to confirm whether the ZTE-CableLabs License Agreement provides Charter a license to the Asserted Patents. As shown below, each of the three factors support a stay.

A. **Staying The Case Will Not Unduly Prejudice or Tactically Disadvantage Either Party.**

The Parties jointly request this stay and agree that neither party will be unduly prejudiced or tactically disadvantaged by the stay. To the contrary, a stay will benefit both Parties (and the

[REDACTED]

Court) because they will not have to expend resources on upcoming claim construction and pending motions while the Parties work to resolve a case dispositive issue.

B. The Stay Will Simplify the Issues in Question and Trial.

The Parties' requested stay will simplify the issues and trial. Charter has asserted a license defense that is case dispositive based on the ZTE-CableLabs License Agreement—an agreement which Iarnach did not have the opportunity to previously evaluate, given it was first produced by CableLabs in May 2025. Dkt. 112 (Answer) at 25-26. The third-party discovery the Parties seek may show that ZTE never opted out of [REDACTED]

[REDACTED] If true and Charter is indeed licensed, this will dispose of all other issues in the case and will lead to a voluntary dismissal.

C. The Proceedings Have Not Reached an Advanced State.

This case has not reached an advanced state. Claim construction has not yet occurred, with opening briefs due on June 30 and the *Markman* hearing scheduled for August 11, 2025. Dkt. 55 (DCO) at 3. Much fact discovery remains outstanding. The deadline for substantial completion of document production is not until June 30, 2025. The Parties have not taken any depositions on the merits of the case and are still producing documents. Fact discovery does not close until September 15, 2025. *Id.* Nor has any expert discovery begun. Opening and rebuttal expert reports will not be exchanged until late September and early October 2025, respectively. *Id.*

V. CONCLUSION

Because all three factors weigh in favor of a stay, the Court should grant the Parties' joint motion to stay the case (except for third-party discovery involving the ZTE-CableLabs License Agreement) so that the parties can get to the bottom of Charter's license defense and avoid wasting the Court's time and resources.

Dated: June 16, 2025

/s/ Eric J. Enger

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CERTIFICATE OF SERVICE

Pursuant to the Federal Rules of Civil Procedure and Local Rule CV-5, I hereby certify that a copy of the foregoing was served via CM/ECF.

/s/ Eric Enger
Eric J. Enger

CERTIFICATE OF AUTHORIZATION TO FILE UNDER SEAL

I hereby certify that this brief contains material designated as confidential under the Protective Order entered in this case.

/s/ Eric Enger
Eric J. Enger

CERTIFICATE OF CONFERENCE

Pursuant to Local Rule CV-7(h), the undersigned certifies that counsel for the parties have conferred about this motion. It is being filed jointly and unopposed.

/s/ Eric Enger
Eric J. Enger