

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

TOUCHSTREAM TECHNOLOGIES, INC.,	§	
<i>Plaintiff,</i>	§	
v.	§	CASE NO. 2:23-cv-00059-JRG
CHARTER COMMUNICATIONS, INC., et	§	(Lead Case)
al.,	§	
<i>Defendants.</i>	§	

TOUCHSTREAM TECHNOLOGIES, INC.	§	
<i>Plaintiff,</i>	§	
v.	§	CASE NO. 2:23-cv-00062-JRG
COMCAST CABLE COMMUNICATIONS,	§	(Member Case)
LLC d/b/a XFINITY, et al.,	§	
<i>Defendants.</i>	§	

ORDER


Before the Court is Charter’s Expedited Motion to Continue the March 3, 2025, Trial Date (the “Motion”) filed by Defendants Charter Communications, Inc., et al. (“Defendants”). (Dkt. No. 338.) In the Motion, Defendants request that their “March 3, 2025, trial date be continued to a subsequent trial setting, potentially as early as April 7, 2025.” (*Id.* at 1.) Defendants argue that the trial set in the above-captioned Lead Case for March 3, 2025 should be continued because their damages expert, Mr. Bakewell, “will be testifying as the damages expert for the defendant Anker Innovations Ltd at a week-long trial in the District Court for the District of Delaware on March 3-7. *See Fundamental Innovation Systems International LLC v. Anker Innovations Ltd.*, No. 1:21-cv-00339-RGA, (D. Del.); Dkt. 313-1, ¶4.” (*Id.*)

Having considered the Motion, the Court finds that it should be and hereby is **DENIED**.

Contrary to Defendants’ arguments, Mr. Bakewell will not be required to be “in Marshall and

Wilmington on the same day.” (*Id.* at 3.) Instead, it is **ORDERED** that the Parties shall, in good faith, work to structure the trial such that Mr. Bakewell can fully testify by the end of the day on Wednesday, March 5, 2025, enabling him to travel to testify in *Fundamental Innovation Systems International LLC v. Anker Innovations Ltd.*, No. 1:21-cv-00339-RGA, (D. Del.) by Friday, March 7, 2025. Additionally, the Court finds that Charter’s Unopposed Motion to Expedite Briefing on Its Motion to Continue the March 3, 2025, Trial Date (Dkt. No. 337) should be and hereby is **DENIED AS MOOT**.¹

So ORDERED and SIGNED this 21st day of February, 2025.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE

¹ The Court further notes that Defendants have failed to comply with this District’s Local Rules, as follows:

First, the Local Rules require that “all motions must be accompanied by a ‘certificate of conference’ at the end of the motion following the certificate of service.” Local Rule CV-7(i). Both motions addressed in this Order fail to comply with this Local Rule. (Dkt. Nos. 337 at 4, 338 at 7.)

Second, the Local Rules state that “[e]mergency motions are only those necessary to avoid imminent, irreparable harm such that a motion pursuant to LOCAL RULE CV-7(e) to shorten the period for a response is inadequate.” Local Rule CV-7(l). While the Motion is titled as an “expedited motion” on its face, on the docket it was filed as an “EMERGENCY MOTION.” Moreover, counsel for Defendants called the Court and notified the Court’s staff that Defendants had filed an emergency motion in compliance with Local Rule CV-7(l). However, the Motion fails to “clearly state[] the alleged imminent, irreparable harm and the circumstances making proceeding under LOCAL RULE CV-7(e) inadequate.” Local Rule CV-7(l). The Motion fails to even use the words “imminent, irreparable harm,” let alone show that such harm exists.

Defendants are on notice that their continued failure to follow this District’s Local Rules and the rules of this Court may result in appropriate sanctions. The Court’s rules exist for valid and important reasons. All counsel are expected to carefully comply with them.