

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

TOUCHSTREAM TECHNOLOGIES, INC.,

Plaintiff,

v.

**CHARTER COMMUNICATIONS, INC., et
al.,**

Defendants.

Case No. 2:23-cv-00059-JRG
(Lead Case)

JURY TRIAL DEMANDED

**DEFENDANTS CHARTER COMMUNICATIONS, INC., et al. ANSWER AND
AFFIRMATIVE AND OTHER DEFENSES TO PLAINTIFF TOUCHSTREAM'S
SECOND AMENDED COMPLAINT**

Defendants Charter Communications, Inc., Charter Communications Operating, LLC, Spectrum Management Holding Company, LLC, Time Warner Cable Enterprises, LLC, Spectrum Gulf Coast, LLC, and Charter Communications, LLC (collectively "Charter"), through its counsel hereby responds to the Second Amended Complaint for Patent Infringement ("Complaint") of Plaintiff Touchstream Technologies, Inc. ("Touchstream"). Charter denies the allegations and characterizations in the Complaint unless expressly admitted in the following paragraphs. Charter's specific responses to the numbered allegations of the Complaint are in the below numbered paragraphs as follows:

THE PARTIES

1. Charter is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 of the Complaint and therefore denies them.

2. Charter admits that Charter Communications, Inc. is a Delaware Corporation with a principal place of business at 400 Washington Blvd, Stamford, Connecticut 06902. Except as expressly admitted, Charter denies the allegations in paragraph 2 of the Complaint.

3. Charter admits that the website <https://corporate.charter.com/about-charter> states, “Charter Communications, Inc. (NASDAQ:CHTR) is a leading broadband connectivity company and cable operator serving more than 32 million customers in 41 states through its Spectrum brand.” Except as expressly admitted, Charter denies the allegations in paragraph 3 of the Complaint.

4. Charter admits that Spectrum Golf Coast, LLC is a limited liability company. Except as expressly admitted, Charter denies the allegations in paragraph 4 of the Complaint.

5. Charter denies the allegations in paragraph 5 of the Complaint, including Footnote 1.

6. Charter admits that Charter Communications, Inc. has been appointed as the manager of different limited liability companies and that a separate and distinct subsidiary leases or owns, and maintains and operates the Spectrum stores in this district. Charter further admits that a separate and distinct subsidiary employs employees in this district, and that separate and distinct subsidiary owns or leases equipment in this district. Except as expressly admitted, Charter denies the allegations in paragraph 6 of the Complaint.

7. Charter admits that Charter Communications Operating, LLC is a limited liability company organized under the laws of the State of Delaware with a principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131. Except as expressly admitted, Charter denies the allegations in paragraph 7 of the Complaint.

8. Charter admits that Spectrum Management Holding Company, LLC is a limited liability company organized under the laws of the State of Delaware with a principal place of business at

12405 Powerscourt Drive, St. Louis, Missouri 63131. Except as expressly admitted, Charter denies the allegations in paragraph 8 of the Complaint.

9. Charter admits that Time Warner Cable Enterprises LLC is a limited liability company organized under the laws of the State of Delaware, registered with the state of Texas, with a principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131. Charter denies that 12405 Powerscourt Drive is an address in Stamford, Ct. Except as expressly admitted, Charter denies the allegations in paragraph 9 of the Complaint.

10. Charter admits that Spectrum Gulf Coast, LLC is a limited liability company organized under the laws of the State of Delaware, registered with the state of Texas, with a principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri, 63131. Except as expressly admitted, Charter denies the allegations in paragraph 10 of the Complaint.

11. Charter admits that Charter Communications, LLC is a limited liability company organized under the laws of the State of Delaware with a principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131. Charter admits that Charter Communications, LLC may be served at 211 E. 7th Street, Suite 620, Austin, Texas, 78701. Except as expressly admitted, Charter denies the allegations in paragraph 11 of the Complaint.

12. Charter admits that Charter Communications, Inc. has been appointed as manager of different limited liability companies and that a separate and distinct subsidiary employs all personnel that market, install, service, repair and/or replace equipment. Except as expressly admitted, Charter denies the allegations in paragraph 12 of the Complaint.

NATURE OF THE ACTION

13. Charter admits that this is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 271, et seq. Except as expressly admitted, Charter denies the allegations in paragraph 13 of the Complaint.

JURISDICTION AND VENUE

14. Charter admits that this is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 271, et seq. Charter admits that this Court has subject matter jurisdiction over the allegations as pleaded under 28 U.S.C. §§ 1331, and 1338(a). Except as expressly admitted, Charter denies the allegations in paragraph 14 of the Complaint

15. Paragraph 15 of the Complaint calls for a legal conclusion to which no response is required. To the extent a response is required, Charter denies the allegations in paragraph 15 of the Complaint, including in Footnote 2.

16. Paragraph 16 of the Complaint calls for a legal conclusion to which no response is required. To the extent a response is required, Charter denies the allegations in paragraph 16 of the Complaint.

17. Charter admits that a separate and distinct subsidiary owns or leases, and maintains and operates the properties identified in paragraph 17 of the Complaint. Except as expressly admitted, Charter denies the allegations in paragraph 17 of the Complaint.

18. Charter denies the allegations in paragraph 18.

19. Charter admits that a separate and distinct subsidiary owns or leases, and maintains and operates the properties identified in paragraph 19 of the Complaint. Except as expressly admitted, Charter denies the allegations in paragraph 19 of the Complaint.

TOUCHSTREAM'S PATENTS

20. Charter is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 of the Complaint and therefore denies them.

21. Charter is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 of the Complaint and therefore denies them.

22. Paragraph 22 of the Complaint calls for a legal conclusion to which no response is required. Charter admits that certain claims of the Touchstream patents recite performance of steps as set forth in the claims. To the extent a response is required, and except as expressly admitted, Charter denies the allegations in paragraph 22 of the Complaint.

23. Charter admits that according to the faces of United States Patent No. 8,356,251 (the “’251 Patent”), No. 11,048,751 (the “’751 Patent”), and No. 11,086,934 (the “’934 Patent”) (alternatively, “the Touchstream Patents”), they claim priority to U.S. Provisional Patent Application No. 61/477,998 (filed on April 21, 2011). Except as expressly admitted, Charter denies the allegations in paragraph 23 of the Complaint.

24. Charter admits that according to the faces of the Touchstream Patents, the ’251 patent issued on January 12, 2013, the ’751 patent issued on June 29, 2021, and the ’934 patent issued on August 10, 2021. Charter further admits that according to the faces of the Touchstream Patents, the patents were issued to inventor David Strober. Except as expressly admitted, Charter denies the allegations in paragraph 24 of the Complaint.

25. Charter is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25 of the Complaint and therefore denies them.

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