

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

SPRINT COMMUNICATIONS COMPANY )  
L.P., )  
 )  
Plaintiff, )

v. )

Case No. 2:11-cv-02686-JWL

TIME WARNER CABLE INC., )  
TIME WARNER CABLE LLC, )  
TIME WARNER ENTERTAINMENT )  
COMPANY, L.P., TIME WARNER )  
ENTERTAINMENT-DVANCE/NEWHOUSE )  
PARTNERSHIP, TWC COMMUNICATIONS, )  
LLC, TIME WARNER CABLE )  
INFORMATION )  
SERVICES (KANSAS), LLC, )  
 )

JURY TRIAL DEMANDED

Defendants.

**SPRINT’S SECOND AMENDED COMPLAINT**

Plaintiff Sprint Communications Company L.P. complains as follows against defendants Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC.

**PARTIES**

1. Plaintiff Sprint Communications Company L.P. (“Sprint”) is a Limited Partnership organized and existing under the laws of the State of Delaware, with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251.

2. On information and belief, defendant Time Warner Cable Inc. is a Corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 600 Columbus Circle, New York, New York 10023.

3. On information and belief, defendant Time Warner Cable LLC is a Limited Liability Company organized and existing under the laws of the State of Delaware, with its principal place of business at 600 Columbus Circle, New York, New York 10023.

4. On information and belief, defendant Time Warner Entertainment Company, L.P. is a Limited Partnership registered to do business in the state of Kansas and organized and existing under the laws of the State of Delaware, with its principal place of business at 600 Columbus Circle, New York, New York 10023 in care of Time Warner Cable Inc.

5. On information and belief, defendant Time Warner Entertainment-Advance/Newhouse Partnership is a partnership registered to do business in the State of Kansas and organized under the laws of the State of New York with its principal place of business at 600 Columbus Circle, New York, New York 10023 in care of Time Warner Cable Inc.

6. On information and belief, defendant TWC Communications, LLC is a Limited Liability Company registered to do business in the State of Kansas and organized and existing under the laws of the State of Delaware, with its principal place of business at 600 Columbus Circle, New York, New York 10023 in care of Time Warner Cable Inc.

7. On information and belief, defendant Time Warner Cable Information Services (Kansas), LLC is a Limited Liability Company registered to do business in the State of Kansas and organized and existing under the laws of the State of Delaware, with its principal place of business at 600 Columbus Circle, New York, New York 10023 in care of Time Warner Cable Inc.

8. On information and belief, Time Warner Cable Inc. is the direct or indirect parent of each of Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC. Time Warner Cable Inc. owns and operates cable

systems throughout the United States and in the State of Kansas through one or more of its subsidiaries, affiliates, partners, or other related parties, including but not limited to Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC.

9. On information and belief, defendants Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC, and/or one or more of their affiliates, provide or participate in providing broadband or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services.

### **JURISDICTION**

10. This is an action for patent infringement under the United States Patent Laws, 35 U.S.C. § 271, *et. seq.* This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338.

11. On information and belief, defendants Time Warner Cable Inc. and Time Warner Cable, LLC conduct business in this Judicial District and have committed acts of patent infringement in this Judicial District including, *inter alia*, importing, making, using, offering for sale, or selling infringing products or services in this Judicial District, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services.

12. On information and belief, defendants Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC are registered to do business in this Judicial District, conduct business in this Judicial District, and have committed acts of patent

infringement in this Judicial District including, *inter alia*, importing, making, using, offering for sale, or selling infringing products or services in this Judicial District, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services.

#### **VENUE**

13. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 and 1400(b).

#### **JOINDER**

14. Joinder of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC is proper under 35 U.S.C. § 299. The allegations of patent infringement contained herein arise out of the same series of transactions or occurrences relating to the making, using, offering for sale, or selling within the United States, or importing into the United States, of the same accused products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services.

15. Common questions of fact relating to Time Warner’s infringement will arise in this action. For example, common questions of fact regarding the design, development, and operation of Time Warner’s telephone network architecture will arise in this action, as well as common questions of fact concerning Time Warner’s infringement of the patents-in-suit. Likewise, common questions of fact exist as to profits and revenues derived by Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), as well as Sprint’s damages for the same. On information and belief, common questions of fact will also likely exist with regard to one or more of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time

Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's defenses in this litigation, if any.

## **FACTUAL BACKGROUND**

### **Sprint's Voice-over-Packet ("VoP") Technology**

16. In 1993, Sprint's leading technology specialists and engineers were attempting to solve a very important problem affecting Sprint's ability to expand its network to support its rapidly growing customer base. At that time, virtually all voice traffic was carried over the Public Switched Telephone Network ("PSTN"), which utilized highly complex, extremely expensive switches and other well-established components to route this traffic. One solution to Sprint's problem—a solution that Sprint had used in the past—was to simply purchase additional switches from the legacy manufacturers and install those in its network. Adding switches, however, was extremely expensive and time consuming because Sprint's entire network of switches would have to be reprogrammed for each switch addition or upgrade. In addition, voice traffic on the PSTN was transported using inherently inefficient synchronous circuit-switching. A circuit was reserved for the entire length of a call on the PSTN, which wasted significant bandwidth during periods of time when no conversation was occurring. But legacy circuit-based systems had long been widely used to carry voice communications, and there were no viable alternatives in the marketplace available to Sprint or other carriers at the time.

17. One of Sprint's talented technologists, Joe Christie, observed that data communications between computers were handled differently. Computers communicated with each other using "packets" of data. Packet communications, unlike the synchronous communications of the PSTN, could occur "asynchronously" where the sending and receiving points could send and receive out of synch with each other. This created an opportunity to realize substantial efficiencies by transmitting voice data packets only when there is voice data to send

and refraining from wasting valuable bandwidth during periods of silence. In addition, unlike the complex and expensive switches used in the PSTN, data packets could be routed using fairly inexpensive components that could be made available from a number of competing vendors. Unfortunately, the two systems were not compatible with each other. Interfacing a circuit-switched system with a packet-based system in a geographically expansive telecommunications environment was not a reality, at least not before Joe Christie.

18. Joe Christie was an expert in two dissimilar technologies: packet-based networks and SS7 signaling (which was used by the PSTN to set up voice calls). Mr. Christie proposed a solution that would ultimately revolutionize the telecommunications industry. He devised a way to leverage the efficiencies of packet-based networks to make telephone calls to and from the PSTN. To do so, Mr. Christie invented a series of architectures, components, and processes that would allow the PSTN to “talk” to packet-based networks to set up and route telephone calls across these disparate networks in a seamless and transparent manner. These calls were highly efficient and substantially decreased the need for telephone companies to rely on expensive legacy PSTN equipment.

19. Mr. Christie’s Voice-over-Packet (“VoP”) technology reduced or eliminated the need of service providers to rely on conventional switches and switch-to-switch call processing. Instead, Mr. Christie conceived of centralizing network control by using a call processor to orchestrate calls over his new packet-based system. The call processor acted like the brains of the network, determining where a call needed to go and then enabling routing to its destination. This call processor extracted the intelligence of expensive and complicated legacy switches and placed this intelligence on functionally separate computer platforms. By extracting call control from the switch manufacturers, Mr. Christie allowed a host of competitors to provide processing

equipment and to get into the business of telephony. This innovation would eventually increase competition, drive down the costs of telephony, and greatly improve efficiency.

20. When Mr. Christie presented his innovations to Sprint executives and Sprint technical management, they recognized the importance of his innovations. Mr. Christie's inventions had the potential to render obsolete major components within the PSTN and to break the grip that switch manufacturers held on carriers and service providers. Mr. Christie's innovations could dramatically alter the way telephone calls were made and change the landscape of the relative strength and leverage of the players in the industry. They represented a sea change in telephony, and Mr. Christie's colleagues at Sprint, including upper-level executives, realized it. Sprint promptly assigned a patent agent to shadow Mr. Christie to learn as much as possible about the various aspects of his new systems and to seek patent protection. Sprint also assigned a team of some of Sprint's most talented engineers to work with Mr. Christie and to help develop concepts into tangible platforms. Due to the highly sensitive nature of the project, the team was sequestered in a Kansas City facility and instructed to maintain the project in the strictest of confidence. Few people in Sprint knew of this project at the time.

21. Joe Christie died unexpectedly in his home in February of 1996. Mr. Christie did not live to see his innovations deployed into a commercial platform. But Mr. Christie's revolutionary inventions have an enduring legacy. Mr. Christie's inventions and the related innovations made by people working with Mr. Christie have resulted in a VoP patent portfolio of over 120 issued United States Patents. Unfortunately, many companies in the industry, including Time Warner, have realized the great value in this technology and have misappropriated it without Sprint's permission. It is because of this unauthorized use that Sprint has taken efforts to enforce this patent portfolio against others in the industry in the past and is now enforcing its

patents in this case.

### **Sprint's Enforcement Efforts and Licenses**

22. In 2007, in the matter styled *Sprint Communications Co. L.P. v. Vonage Holdings Corp. et al.*, Case No. 05-2433-JWL (D. Kan.), a Kansas jury found that Vonage Holdings Corp. and Vonage America, Inc. (“Vonage”) had infringed six patents contained in this portfolio, including patents that are at issue in this case, found that the six patents were valid, assessed a five percent (5 %) reasonable royalty, and awarded Sprint \$69.5 million in damages. Following the verdict, Vonage entered a settlement agreement with Sprint whereby Vonage paid Sprint \$80 million for a license to Sprint’s VoP portfolio. Previously, in that same matter, *tglo.com, Inc.* (formerly known as VoiceGlo Holdings, Inc) and *Theglobe.com Inc.* (“VoiceGlo”) had entered a settlement agreement in which VoiceGlo licensed Sprint’s VoP patents.

23. In 2008, Sprint again sued to enforce patents from its VOP portfolio in additional lawsuits against companies engaging in the unauthorized use of Sprint’s VoP technology: *Sprint Communications Co. L.P. v. Paetec Holding Corp. et al.*, Case No. 08-cv-2044-JWL/GLR (D. Kan.), *Sprint Communications Co. L.P. v. Broadvox Holdings, LLC et al.*, Case No. 08-cv-2045-JWL/DJW (D. Kan.); *Sprint Communications Co. L.P. v. Big River Telephone Co., LLC*, Case No. 08-cv-2046-JWL/DJW (D. Kan.), and *Sprint Communications Co. L.P. v. Nuvox, Inc. et al.*, Case No. 08-cv-2047-JWL/JPO (D. Kan.). By late 2009, Sprint had entered settlement agreements resolving these lawsuits and, as a result, a number of additional companies licensed patents from Sprint’s VoP portfolio.

24. During this same time frame, Sprint continued to derive substantial revenues from providing numerous cable companies, including Time Warner Cable, with a network backbone to carry voice traffic to support those companies’ digital home telephone offerings, which use packet networks coupled with the PSTN.



## **The Patents-In-Suit**

25. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,343,084 (“the ‘084 Patent”) entitled “Broadband Telecommunications System,” which duly and legally issued in the name of Joseph Michael Christie on January 29, 2002. A copy of the ‘084 Patent was attached as Exhibit A to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. A.)

26. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,633,561 (“the ‘3,561 Patent”) entitled “Method, System and Apparatus for Telecommunications Control,” which duly and legally issued in the name of Joseph Michael Christie on October 14, 2003. A copy of the ‘3,561 Patent was attached as Exhibit B to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. B.)

27. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,463,052 (“the ‘052 Patent”) entitled “Method, System and Apparatus for Telecommunications Control,” which duly and legally issued in the name of Joseph Michael Christie on October 8, 2002. A copy of the ‘052 Patent was attached as Exhibit C to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. C.)

28. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,452,932 (“the ‘932 Patent”) entitled “Method, System and Apparatus for Telecommunications Control,” which duly and legally issued in the name of Joseph Michael Christie on September 17, 2002. A copy of the ‘932 Patent was attached as Exhibit D to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. D.)

29. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,473,429 (“the ‘429 Patent”) entitled “Broadband Telecommunications

System,” which duly and legally issued in the name of Joseph Michael Christie on October 29, 2002. A copy of the ‘429 Patent was attached as Exhibit E to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. E.)

30. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,298,064 (“the ‘064 Patent”) entitled “Broadband Telecommunications System,” which duly and legally issued in the name of Joseph Michael Christie on October 2, 2001. A copy of the ‘064 Patent was attached as Exhibit F to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. F.)

31. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,262,992 (“the ‘992 Patent”) entitled “System and Method for Transporting a Call in a Telecommunication Network,” which duly and legally issued in the names of Tracy Lee Nelson, William Lyle Wiley, and Albert Daniel DuRee on July 17, 2001. A copy of the ‘992 Patent was attached as Exhibit G to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. G.)

32. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,330,224 (“the ‘224 Patent”) entitled “System and Method for Providing Enhanced Services for a Telecommunication Call,” which duly and legally issued in the names of Joseph Michael Christie, Joseph S. Christie, and Tracy Lee Nelson on December 11, 2001. A copy of the ‘224 Patent was attached as Exhibit H to Sprint’s Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. H.)

33. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,563,918 (“the ‘918 Patent”) entitled “Telecommunications System Architecture for Connecting a Call,” which duly and legally issued in the names of Tracy Lee

Nelson, William Lyle Wiley, Royal Dean Howell, Michael Joseph Gardner, and Albert Daniel DuRee on May 13, 2003. A copy of the '918 Patent was attached as Exhibit I to Sprint's Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. I.)

34. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,639,912 ("the '912 Patent") entitled "Number Portability in a Communications System," which duly and legally issued in the names of Joseph Michael Christie, Joseph S. Christie, Jean M. Christie, Michael Joseph Gardner, Albert Daniel DuRee, William Lyle Wiley, and Tracy Lee Nelson on October 28, 2003. A copy of the '912 Patent was attached as Exhibit J to Sprint's Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. J.)

35. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 6,697,340 ("the '340 Patent") entitled "System and Method for Providing Enhanced Services for a Telecommunication Call," which duly and legally issued in the names of Joseph Michael Christie, Joseph S. Christie, Jean M. Christie, and Tracy Lee Nelson on February 24, 2004. A copy of the '340 Patent was attached as Exhibit K to Sprint's Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. K.)

36. Plaintiff Sprint is the owner by assignment of all right, title, and interest in and to United States Patent No. 7,286,561 ("the '6,561 Patent") entitled "Method System and Apparatus for Telecommunications Control," which duly and legally issued in the name of Joseph Michael Christie on October 23, 2007. A copy of the '6,561 Patent was attached as Exhibit L to Sprint's Original Complaint and is incorporated by reference herein. (*See* Doc. No. 1 at Ex. L.)

37. The patents identified in paragraphs 25–36 and attached at Exhibits A–L to the Original Complaint (Doc. No. 1) are herein collectively referred to as "Sprint's Patents." Sprint's

Patents are a part of Sprint's revolutionary VoP patent portfolio.

### **Time Warner**

38. Upon information and belief, Time Warner—including Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC—is the second largest cable operator in the United States, providing cable television, broadband Internet, and telephone service to both residential and commercial customers.

39. Upon information and belief, Time Warner—including Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC—has made, used, offered to sell, or sold, and continues to make, use, offer to sell, and/or sell broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, without Sprint's permission.

40. Upon information and belief, within this Judicial District, Time Warner, without Sprint's permission, has made, used, offered to sell, and/or sold, and continues to make, use, offer to sell, and/or sell broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe Sprint's Patents.

41. Upon information and belief, Time Warner has had actual knowledge of, should have known of, and/or has been willfully blind to, U.S. Patent Nos. 6,633,561, 6,463,052, 6,452,932, 6,473,429, and 6,298,064 (the “Known Patents”) since at least July 2007.

42. Time Warner's knowledge of at least some of the Sprint Patents notwithstanding,

Time Warner continued to make, use, sell, and/or offer for sale its products and services that infringe Sprint's intellectual property, all despite an objectively high likelihood that Defendants' actions constituted infringement of one or more valid patents. Upon information and belief, Time Warner either knew or should have known of such infringement of Sprint's intellectual property rights.

**COUNT 1: PATENT INFRINGEMENT**  
**Infringement of the '084 Patent**

43. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–42 above.

44. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '084 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including "Digital Home Phone," "Business Class Phone," "Business Class PRI," and other related telephony services, that infringe the '084 Patent. These broadband and/or packet-based telephony products and/or services are capable of receiving and do receive telephone calls originating from a non-packet network, such as, for example, the PSTN, in a manner that directly infringes at least claim 1 of the '084 Patent under 35 U.S.C. § 271(a).

45. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have actual knowledge of the '084 Patent until Sprint filed this lawsuit in December 2011. Upon further information and belief, Time Warner Cable Inc., Time Warner

Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have constructive knowledge or any other knowledge or awareness of the '084 Patent before this suit was filed in December 2011.

46. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '084 Patent will continue unless enjoined by this Court.

47. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '084 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 2: PATENT INFRINGEMENT**  
**Infringement of the '3,561 Patent**

48. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–47 above.

49. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '3,561 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including "Digital Home Phone," "Business Class Phone," "Business Class PRI," and

other related telephony services, that infringe the '3,561 Patent. These broadband and/or packet-based telephony products and/or services are capable of placing and do place telephone calls that terminate on a non-packet network, such as, for example, the PSTN, in a manner that directly infringes at least claim 1 of the '3,561 Patent under 35 U.S.C. § 271(a).

50. Upon information and belief, Time Warner has had, or should have had, actual knowledge of the '3,561 Patent since at least July 2007.

51. Upon information and belief, despite such knowledge of the '3,561 Patent, Time Warner acted in reckless disregard of Sprint's known patent rights and an objectively high likelihood that its products and services (*see, e.g.*, Paragraph 49) infringed Sprint's valid and enforceable '3,561 Patent. As such, and upon information and belief, Time Warner's infringement of the '3,561 Patent has been and is willful.

52. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '3,561 Patent will continue unless enjoined by this Court.

53. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '3,561 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 3: PATENT INFRINGEMENT**  
**Infringement of the '052 Patent**

54. Sprint realleges and incorporates by reference the allegations set forth in

paragraphs 1–53 above.

55. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the ‘052 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe the ‘052 Patent. These broadband and/or packet-based telephony products and/or services are capable of receiving and do receive telephone calls originating from a non-packet network, such as, for example, the PSTN, in a manner that directly infringes at least claim 1 of the ‘052 Patent under 35 U.S.C. § 271(a).

56. Upon information and belief, Time Warner has had, or should have had, actual knowledge of the ‘052 Patent since at least July 2007.

57. Upon information and belief, despite such knowledge of the ‘052 Patent, Time Warner acted in reckless disregard of Sprint’s known patent rights and an objectively high likelihood that its products and services (*see, e.g.*, Paragraph 55) infringed Sprint’s valid and enforceable ‘052 Patent. As such, and upon information and belief, Time Warner’s infringement of the ‘052 Patent has been and is willful.

58. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC’s infringement of the ‘052 Patent will continue unless enjoined by this Court.

59. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner



Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '052 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 4: PATENT INFRINGEMENT**  
**Infringement of the '932 Patent**

60. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–59 above.

61. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '932 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe the '932 Patent. These broadband and/or packet-based telephony products and/or services are capable of placing and do place telephone calls that terminate on a non-packet network, such as, for example, the PSTN, in a manner that directly infringes at least claim 1 of the '932 Patent under 35 U.S.C. § 271(a).

62. Upon information and belief, Time Warner has had, or should have had, actual knowledge of the '932 Patent since at least July 2007.

63. Upon information and belief, despite such knowledge of the '932 Patent, Time Warner acted in reckless disregard of Sprint's known patent rights and an objectively high likelihood that its products and services (*see, e.g.*, Paragraph 61) infringed Sprint's valid and

enforceable '932 Patent. As such, and upon information and belief, Time Warner's infringement of the '932 Patent has been and is willful.

64. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '932 Patent will continue unless enjoined by this Court.

65. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '932 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 5: PATENT INFRINGEMENT**  
**Infringement of the '429 Patent**

66. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–65 above.

67. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '429 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including "Digital Home Phone," "Business Class Phone," "Business Class PRI," and other related telephony services, that infringe the '429 Patent. These broadband and/or packet-based telephony products and/or services are capable of receiving and do receive telephone calls

originating from a non-packet network, such as, for example, the PSTN, in a manner that directly infringes at least claim 1 of the '429 Patent under 35 U.S.C. § 271(a).

68. Upon information and belief, Time Warner has had, or should have had, actual knowledge of the '429 Patent since at least July 2007.

69. Upon information and belief, despite such knowledge of the '429 Patent, Time Warner acted in reckless disregard of Sprint's known patent rights and an objectively high likelihood that its products and services (*see, e.g.*, Paragraph 67) infringed Sprint's valid and enforceable '429 Patent. As such, and upon information and belief, Time Warner's infringement of the '429 Patent has been and is willful.

70. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '429 Patent will continue unless enjoined by this Court.

71. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '429 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 6: PATENT INFRINGEMENT**  
**Infringement of the '064 Patent**

72. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–71 above.

73. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC,

Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '064 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including "Digital Home Phone," "Business Class Phone," "Business Class PRI," and other related telephony services, that infringe the '064 Patent. These broadband and/or packet-based telephony products and/or services are capable of placing and do place telephone calls that terminate on a non-packet network, such as, for example, the PSTN, in a manner that directly infringes at least claim 1 of the '064 Patent under 35 U.S.C. § 271(a).

74. Upon information and belief, Time Warner has had, or should have had, actual knowledge of the '064 Patent since at least July 2007.

75. Upon information and belief, despite such knowledge of the '064 Patent, Time Warner acted in reckless disregard of Sprint's known patent rights and an objectively high likelihood that its products and services (*see, e.g.*, Paragraph 73) infringed Sprint's valid and enforceable '064 Patent. As such, and upon information and belief, Time Warner's infringement of the '064 Patent has been and is willful.

76. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '064 Patent will continue unless enjoined by this Court.

77. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable

Information Services (Kansas), LLC's infringement of the '064 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 7: PATENT INFRINGEMENT**  
**Infringement of the '992 Patent**

78. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–77 above.

79. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '992 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe the '992 Patent. These broadband and/or packet-based telephony products and/or services are capable of monitoring and do monitor user communications during a call to detect a call trigger in a manner that directly infringes at least claim 1 of the '992 Patent under 35 U.S.C. § 271(a).

80. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have actual knowledge of the '992 Patent until Sprint filed this lawsuit in December 2011. Upon further information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable

Information Services (Kansas), LLC did not have constructive knowledge or any other knowledge or awareness of the '992 Patent before this suit was filed in December 2011.

81. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '992 Patent will continue unless enjoined by this Court.

82. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '992 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 8: PATENT INFRINGEMENT**  
**Infringement of the '224 Patent**

83. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–82 above.

84. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '224 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe the '224 Patent. These broadband and/or packet-based telephony products and/or services are capable of providing and do provide enhanced

services in a manner that directly infringes at least claim 1 of the '224 Patent under 35 U.S.C. § 271(a).

85. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have actual knowledge of the '224 Patent until Sprint filed this lawsuit in December 2011. Upon further information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have constructive knowledge or any other knowledge or awareness of the '992 Patent before this suit was filed in December 2011.

86. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '224 Patent will continue unless enjoined by this Court.

87. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '224 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 9: PATENT INFRINGEMENT**  
**Infringement of the '918 Patent**

88. Sprint realleges and incorporates by reference the allegations set forth in

paragraphs 1–87 above.

89. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the ‘918 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe the ‘918 Patent. These broadband and/or packet-based telephony products and/or services are capable of employing and do employ control system data tables filled with call routing data in a manner that directly infringes at least claim 11 of the ‘918 under 35 U.S.C. § 271(a).

90. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have actual knowledge of the ‘918 Patent until Sprint filed this lawsuit in December 2011. Upon further information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have constructive knowledge or any other knowledge or awareness of the ‘918 Patent before this suit was filed in December 2011.

91. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services



(Kansas), LLC's infringement of the '918 Patent will continue unless enjoined by this Court.

92. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '918 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 10: PATENT INFRINGEMENT**  
**Infringement of the '912 Patent**

93. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–92 above.

94. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '912 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including "Digital Home Phone," "Business Class Phone," "Business Class PRI," and other related telephony services, that infringe the '912 Patent. These broadband and/or packet-based telephony products and/or services are capable of placing or receiving and do place or receive telephone calls to or from a ported telephone number in a manner that directly infringes at least claim 1 of the '912 under 35 U.S.C. § 271(a).

95. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services

(Kansas), LLC did not have actual knowledge of the '912 Patent until Sprint filed this lawsuit in December 2011. Upon further information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have constructive knowledge or any other knowledge or awareness of the '912 Patent before this suit was filed in December 2011.

96. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '912 Patent will continue unless enjoined by this Court.

97. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '912 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 11: PATENT INFRINGEMENT**  
**Infringement of the '340 Patent**

98. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–97 above.

99. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the '340 Patent by making,

using, selling, and offering for sale broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe the ‘340 Patent. These broadband and/or packet-based telephony products and/or services are capable of providing and do provide enhanced services in a manner that directly infringes at least claim 11 of the ‘340 Patent under 35 U.S.C. § 271(a).

100. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have actual knowledge of the ‘340 Patent until Sprint filed this lawsuit in December 2011. Upon further information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have constructive knowledge or any other knowledge or awareness of the ‘340 Patent before this suit was filed in December 2011.

101. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC’s infringement of the ‘340 Patent will continue unless enjoined by this Court.

102. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC’s infringement of the ‘340 Patent, Sprint has suffered and

will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

**COUNT 12: PATENT INFRINGEMENT**  
**Infringement of the ‘6,561 Patent**

103. Sprint realleges and incorporates by reference the allegations set forth in paragraphs 1–102 above.

104. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been, and currently are, directly infringing the ‘6,561 Patent by making, using, selling, and offering for sale broadband and/or packet-based telephony products or services, including “Digital Home Phone,” “Business Class Phone,” “Business Class PRI,” and other related telephony services, that infringe the ‘6,561 Patent. These broadband and/or packet-based telephony products and/or services are capable of receiving and do receive telephone calls originating from a non-packet network, such as, for example, the PSTN, in a manner that directly infringes at least claim 1 of the ‘6,561 Patent under 35 U.S.C. § 271(a).

105. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have actual knowledge of the ‘6,561 Patent until Sprint filed this lawsuit in December 2011. Upon further information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC did not have constructive knowledge or any other

knowledge or awareness of the '6,561 Patent before this suit was filed in December 2011.

106. Upon information and belief, Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '6,561 Patent will continue unless enjoined by this Court.

107. As a direct and proximate consequence of Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's infringement of the '6,561 Patent, Sprint has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined for which Sprint is entitled to relief.

#### **PRAYER FOR RELIEF**

Wherefore, Sprint requests entry of judgment in its favor and against Time Warner as follows:

A. Judgment that Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have directly infringed one or more claims of Sprint's Patents;

B. Judgment that Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's direct infringement has been, and will continue to be, willful, including that Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner

Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC have been and continue to be willfully infringing one or more claims of at least the '932 Patent, the '3,561 Patent, the '429 Patent, the '064 Patent, and the '052 Patent;

C. An Order finding that Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's actions make this case exceptional under 35 U.S.C. § 285;

D. An award of damages to compensate Sprint for Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's direct infringement, including damages pursuant to 35 U.S.C. § 284, as well as prejudgment and post-judgment interest;

E. An Order permanently enjoining Time Warner Cable Inc., Time Warner Cable LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC, and their respective officers, agents, servants, employees, attorneys, and those persons in active concert or participation with a Defendant who receive actual notice of the order by personal service or otherwise, from any further acts of infringements, including including sales, offers for sale, and uses of their infringing products and/or services and any other infringement of Sprint's Patents, whether direct or indirect; and

F. An award of treble damages for Time Warner Cable Inc., Time Warner Cable

LLC, Time Warner Entertainment Company, L.P., Time Warner Entertainment-Advance/Newhouse Partnership, TWC Communications, LLC, and Time Warner Cable Information Services (Kansas), LLC's willful infringement pursuant to 35 U.S.C. § 284; and

G. An award of costs and expenses in this action, including an award of Sprint's reasonable attorneys' fees pursuant to 35 U.S.C. § 285; and

H. For such other and further relief as the Court may deem just, proper, and equitable under the circumstances.

**DEMAND FOR JURY TRIAL**

Sprint respectfully demands a trial by jury on all claims and issues so triable.

**DESIGNATION OF PLACE OF TRIAL**

Sprint hereby designates Kansas City, Kansas as place of trial pursuant to Local Rule 40.2.

Respectfully Submitted,

SHOOK, HARDY & BACON L.L.P.

Dated: December 16, 2013

/s/ Aaron Hankel

Aaron Hankel (Admitted to D. Kansas)

B. Trent Webb (KS Bar No. 15965)

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 16<sup>th</sup> day of December, 2013, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF System which will send a notice of electronic filing to all attorneys linked to this case.

/s/ Aaron E. Hankel

Aaron E. Hankel