

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

AT&T INTELLECTUAL PROPERTY I, L.P.	)	
and AT&T INTELLECTUAL PROPERTY II,	)	
L.P.,	)	C. A. No.: 14-1106-GMS
	)	
Plaintiffs,	)	<b>JURY TRIAL DEMANDED</b>
	)	
v.	)	
	)	
COX COMMUNICATIONS, INC., et al.	)	
	)	
Defendants.	)	

**DEFENDANTS' ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS**

Defendants Cox Communications, Inc., CoxCom, LLC, Cox Arkansas Telcom, LLC, Cox Communications Arizona, LLC, Cox Arizona Telcom, LLC, Cox California Telcom, LLC, Cox Communications California, LLC, Cox Colorado Telcom, LLC, Cox Connecticut Telcom, LLC, Cox District of Columbia Telcom, LP, Cox Florida Telcom, LP, Cox Communications Georgia, LLC, Cox Georgia Telcom, LLC, Cox Iowa Telcom, LLC, Cox Idaho Telcom, LLC, Cox Communications Kansas, LLC, Cox Kansas Telcom, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC, Cox Maryland Telcom, LLC, Cox Missouri Telcom, LLC, Cox Nebraska Telcom, LLC, Cox Communications Omaha, LLC, Cox Communications Las Vegas, Inc., Cox Nevada Telcom, LLC, Cox North Carolina Telcom, LLC, Cox Ohio Telcom, LLC, Cox Oklahoma Telcom, LLC, Cox Rhode Island Telcom, LLC, Cox Communications Hampton Roads, LLC, and Cox Virginia Telcom, LLC, (collectively, "Cox" or "Cox Defendants") answers Plaintiffs AT&T Intellectual Property I, L.P. and AT&T Intellectual Property II, L.P.'s (collectively "AT&T") Original Complaint for Patent Infringement ("Complaint") as follows, denying AT&T's allegations and averments except as specifically admitted in this Answer ("Answer").

To the extent that the preamble to AT&T's Complaint contains any allegations, they are DENIED.

### **I. BACKGROUND**

1. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1, and therefore DENIES them.

2. Cox Communications, Inc. ADMITS that it is a telecommunications company operating subsidiaries that offer services in 22 states, that its corporate parent is Cox Enterprises Inc., and that it was formed in the 1960s. All other Cox Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2, and therefore DENY them. Cox DENIES the remaining allegations of Paragraph 2.

3. Cox Communications, Inc. ADMITS that it was contacted in 2009 by AT&T regarding a number of patents, but denies that it was made aware of any infringement of any valid and enforceable patents owned by AT&T. Whether the other Cox Defendants were made aware of any patents by AT&T is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 3.

### **II. PARTIES**

4. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 4, and therefore DENIES them.

5. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5, and therefore DENIES them.

6. Cox Communications, Inc. ADMITS that it is incorporated and existing under the laws of the State of Delaware, that its principal place of business is at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, and that Corporation Service Company, 2711 Centerville Road,

Suite 400, Wilmington, Delaware 19808 (“CSC”) is its registered agent. To the extent that Paragraph 6 contains any further allegations, Cox DENIES them.

7. Cox Communications, Inc. and CoxCom, LLC ADMIT that CoxCom, LLC is incorporated and existing under the laws of the State of Delaware, is a wholly owned subsidiary of Cox Communications, Inc., that its principal place of business is at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, and that CSC is its registered agent. Cox Communications and CoxCom, LLC ADMIT that the following Defendants are direct or indirect subsidiaries of CoxCom, LLC: Cox Arkansas Telcom, LLC, Cox Communications Arizona LLC, Cox Arizona Telcom, LLC, Cox California Telcom, LLC, Cox Communications California, LLC, Cox Colorado Telcom, LLC, Cox Connecticut Telcom, LLC, Cox District of Columbia Telcom, LP, Cox Florida Telcom, LP, Cox Iowa Telcom, LLC, Cox Idaho Telcom, LLC, Cox Communications Kansas, LLC, Cox Kansas Telcom, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC, Cox Maryland Telcom, LLC, Cox Missouri Telcom, LLC, Cox Nebraska Telcom, LLC, Cox Communications Omaha, LLC, Cox North Carolina Telcom, LLC, Cox Ohio Telcom, LLC, Cox Oklahoma Telcom, LLC, Cox Rhode Island Telcom, LLC, Cox Communications Hampton Roads LLC, and Cox Virginia Telcom, LLC. Cox Arkansas Telcom, LLC, Cox Communications Arizona, LLC, Cox Arizona Telcom, LLC, Cox California Telcom, LLC, Cox Communications California, LLC, Cox Colorado Telcom, LLC, Cox Connecticut Telcom, LLC, Cox District of Columbia Telcom, LP, Cox Florida Telcom, LP, Cox Iowa Telcom, LLC, Cox Idaho Telcom, LLC, Cox Communications Kansas, LLC, Cox Kansas Telcom, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC, Cox Maryland Telcom, LLC, Cox Missouri Telcom, LLC, Cox Nebraska Telcom, LLC, Cox Communications

Omaha, LLC, Cox North Carolina Telcom, LLC, Cox Ohio Telcom, LLC, Cox Oklahoma Telcom, LLC, Cox Rhode Island Telcom, LLC, Cox Communications Hampton Roads, LLC, and Cox Virginia Telcom, LLC each ADMITS that it is a direct or indirect subsidiary of CoxCom, LLC. Cox Communications Louisiana, LLC ADMITS that Cox Louisiana Telcom LLC is an indirect subsidiary of CoxCom, LLC. Cox Communications Arizona, LLC ADMITS that Cox Arizona Telcom, LLC is an indirect subsidiary of CoxCom, LLC. Cox Communications California, LLC ADMITS that Cox California Telcom, LLC is an indirect subsidiary of CoxCom, LLC. To the extent that Paragraph 7 contains any further allegations, Cox DENIES them.

8. Cox Communications, Inc., CoxCom, LLC, and Cox Arkansas Telcom, LLC ADMIT that Cox Arkansas Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Arkansas. To the extent that Paragraph 8 contains any further allegations, Cox DENIES them.

9. Cox Communications, Inc., CoxCom, LLC, and Cox Communications Arizona, LLC ADMIT that Cox Communications Arizona, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Arizona. To the extent that Paragraph 9 contains any further allegations, Cox DENIES them.

10. Cox Communications, Inc., CoxCom, LLC, Cox Communications Arizona, LLC, and Cox Arizona Telcom, LLC ADMIT that Cox Arizona Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is an indirect subsidiary of CoxCom, LLC, and DENY that its principal place of

business is in Arizona. To the extent that Paragraph 10 contains any further allegations, Cox DENIES them.

11. Cox Communications, Inc., CoxCom, LLC, and Cox Communications California, LLC ADMIT that Cox Communications California, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 11 contains any further allegations, Cox DENIES them.

12. Cox Communications, Inc., CoxCom, LLC, Cox Communications California, LLC, and Cox California Telcom, LLC ADMIT that Cox California Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is an indirect subsidiary of CoxCom, LLC. To the extent that Paragraph 12 contains any further allegations, Cox DENIES them.

13. Cox Communications, Inc., CoxCom, LLC, and Cox Colorado Telcom, LLC ADMIT that Cox Colorado Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 13 contains any further allegations, Cox DENIES them.

14. Cox Communications, Inc., CoxCom, LLC, and Cox Connecticut Telcom, LLC ADMIT that Cox Connecticut Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom,

LLC, and DENY that its principal place of business is in Connecticut. To the extent that Paragraph 14 contains any further allegations, Cox DENIES them.

15. Cox Communications, Inc., CoxCom, LLC, and Cox District of Columbia Telcom, LLC ADMITS that Cox District of Columbia Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in the District of Columbia. To the extent that Paragraph 15 contains any further allegations, Cox DENIES them.

16. Cox Communications, Inc., CoxCom, LLC, and Cox Florida Telcom, L.P. ADMIT that Cox Florida Telcom, L.P. is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is an indirect subsidiary of CoxCom, LLC. To the extent that Paragraph 16 contains any further allegations, Cox DENIES them.

17. Cox Communications, Inc., and Cox Communications Georgia, LLC ADMIT that Cox Communications Georgia, LLC is incorporated and existing under the laws of the State of Delaware, that its principal place of business is at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, that CSC is its registered agent, and that it is a subsidiary of Cox Communications, Inc. To the extent that Paragraph 17 contains any further allegations, Cox DENIES them.

18. Cox Communications, Inc., Cox Communications Georgia, LLC, and Cox Georgia Telcom, LLC ADMIT that Cox Georgia Telcom LLC is incorporated and existing under the laws of the State of Delaware, that its principal place of business is at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, that CSC is its registered agent, and that it is an indirect

subsidiary of Cox Communications, Inc. To the extent that Paragraph 18 contains any further allegations, Cox DENIES them.

19. Cox Communications, Inc., CoxCom, LLC, and Cox Iowa Telcom, LLC ADMIT that Cox Iowa Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 19 contains any further allegations, Cox DENIES them.

20. Cox Communications, Inc., CoxCom, LLC, and Cox Idaho Telcom, LLC ADMIT that Cox Idaho Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 20 contains any further allegations, Cox DENIES them.

21. Cox Communications, Inc., CoxCom, LLC, and Cox Communications Kansas, LLC ADMIT that Cox Communications Kansas, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Kansas. To the extent that Paragraph 21 contains any further allegations, Cox DENIES them.

22. Cox Communications, Inc., CoxCom, LLC, and Cox Kansas Telcom, LLC ADMIT that Cox Kansas Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Kansas. To the extent that Paragraph 22 contains any further allegations, Cox DENIES them.

23. Cox Communications, Inc., CoxCom, LLC, and Cox Communications Gulf Coast, LLC ADMIT that Cox Communications Gulf Coast, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 23 contains any further allegations, Cox DENIES them.

24. Cox Communications, Inc., CoxCom, LLC, and Cox Communications Louisiana, LLC ADMIT that Cox Communications Louisiana, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is an indirect subsidiary of CoxCom, LLC. To the extent that Paragraph 24 contains any further allegations, Cox DENIES them.

25. Cox Communications, Inc., CoxCom, LLC, Cox Communications Louisiana, LLC and Cox Louisiana Telcom, LLC ADMIT that Cox Louisiana Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is an indirect subsidiary of CoxCom, LLC. To the extent that Paragraph 25 contains any further allegations, Cox DENIES them.

26. Cox Communications, Inc., CoxCom, LLC, and Cox Maryland Telcom, LLC ADMIT that Cox Maryland Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Maryland. To the extent that Paragraph 26 contains any further allegations, Cox DENIES them.



27. Cox Communications, Inc., CoxCom, LLC, and Cox Missouri Telcom, LLC ADMIT that Cox Missouri Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Missouri. To the extent that Paragraph 27 contains any further allegations, Cox DENIES them.

28. Cox Communications, Inc., CoxCom, LLC, and Cox Nebraska Telcom, LLC ADMIT that Cox Nebraska Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 28 contains any further allegations, Cox DENIES them.

29. Cox Communications, Inc., CoxCom, LLC, and Cox Communications Omaha, LLC ADMIT that Cox Communications Omaha, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 29 contains any further allegations, Cox DENIES them.

30. Cox Communications, Inc., Cox Communications Las Vegas, Inc., and Cox Nevada Telcom, LLC ADMIT that Cox Nevada Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is an indirect subsidiary of Cox Communications, Inc., and DENY that its principal place of business is in Nevada. To the extent that Paragraph 30 contains any further allegations, Cox DENIES them.

31. Cox Communications, Inc., Cox Communications Las Vegas, Inc., and Cox Communications Las Vegas, Inc. ADMIT that Cox Communications Las Vegas, Inc. is

incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of Cox Communications, Inc., and DENY that its principal place of business is in Nevada. To the extent that Paragraph 31 contains any further allegations, Cox DENIES them.

32. Cox Communications, Inc., CoxCom, LLC, and Cox North Carolina Telcom, LLC ADMIT that Cox North Carolina Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 32 contains any further allegations, Cox DENIES them.

33. Cox Communications, Inc., CoxCom, LLC, and Cox Ohio Telcom, LLC ADMIT that Cox Ohio Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Ohio. To the extent that Paragraph 33 contains any further allegations, Cox DENIES them.

34. Cox Communications, Inc., CoxCom, LLC, and Cox Oklahoma Telcom, LLC ADMIT that Cox Oklahoma Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, and that it is a subsidiary of CoxCom, LLC, and DENY that its principal place of business is in Oklahoma. To the extent that Paragraph 34 contains any further allegations, Cox DENIES them.

35. Cox Communications, Inc., CoxCom, LLC, and Cox Rhode Island Telcom, LLC ADMIT that Cox Rhode Island Telcom, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of

business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 35 contains any further allegations, Cox DENIES them.

36. Cox Communications, Inc., CoxCom, LLC, Cox Communications Hampton Roads, LLC, and Cox Virginia Telcom, LLC ADMIT that Cox Virginia Telcom, LLC is incorporated and existing under the laws of the Commonwealth of Virginia, that its principal place of business is at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, and that it is an indirect subsidiary of CoxCom, LLC, and DENY that Cox Virginia Telcom, LLC may be served with process through the Secretary of State. To the extent that Paragraph 36 contains any further allegations, Cox DENIES them.

37. Cox Communications, Inc., CoxCom, LLC, and Cox Communications Hampton Roads, LLC ADMIT that Cox Communications Hampton Roads, LLC is incorporated and existing under the laws of the State of Delaware, that CSC is its registered agent, that its principal place of business is at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319, and that it is a subsidiary of CoxCom, LLC. To the extent that Paragraph 37 contains any further allegations, Cox DENIES them.

### **III. JURISDICTION AND VENUE**

38. Cox ADMITS that the Complaint alleges patent infringement under the patent laws of the United States, Title 35, United States Code § 1, *et seq.*, and that it alleges exclusive subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). To the extent that Paragraph 38 contains any further allegations, Cox DENIES them.

39. Cox Communications, Inc. ADMITS that all of the defendants, with the exception of Cox Virginia Telcom, LLC, are incorporated and existing under the laws of the State of Delaware and maintain an agent for service in the State of Delaware. Cox

Communications, Inc. and CoxCom, LLC ADMIT that CoxCom, LLC, Cox Arkansas Telcom, LLC, Cox Communications Arizona, LLC, Cox Arizona Telcom, LLC, Cox California Telcom, LLC, Cox Communications California, LLC, Cox Colorado Telcom, LLC, Cox Connecticut Telcom, LLC, Cox District of Columbia Telcom, LP, Cox Florida Telcom, LP, Cox Iowa Telcom, LLC, Cox Idaho Telcom, LLC, Cox Communications Kansas, LLC, Cox Kansas Telcom, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC, Cox Maryland Telcom, LLC, Cox Missouri Telcom, LLC, Cox Nebraska Telcom, LLC, Cox Communications Omaha, LLC, Cox North Carolina Telcom, LLC, Cox Ohio Telcom, LLC, Cox Oklahoma Telcom, LLC, Cox Rhode Island Telcom, LLC, and Cox Communications Hampton Roads, LLC are incorporated and existing under the laws of the State of Delaware and maintain an agent for service in the State of Delaware. Cox Arkansas Telcom, LLC, Cox Communications Arizona, LLC, Cox Arizona Telcom, LLC, Cox California Telcom, LLC, Cox Communications California, LLC, Cox Colorado Telcom, LLC, Cox Connecticut Telcom, LLC, Cox District of Columbia Telcom, LP, Cox Florida Telcom, LP, Cox Communications Georgia, LLC, Cox Georgia Telcom, LLC, Cox Iowa Telcom, LLC, Cox Idaho Telcom, LLC, Cox Communications Kansas, LLC, Cox Kansas Telcom, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC, Cox Maryland Telcom, LLC, Cox Missouri Telcom, LLC, Cox Nebraska Telcom, LLC, Cox Communications Omaha, LLC, Cox Communications Las Vegas, Inc., Cox Nevada Telcom, LLC, Cox North Carolina Telcom, LLC, Cox Ohio Telcom, LLC, Cox Oklahoma Telcom, LLC, Cox Rhode Island Telcom, LLC, and Cox Communications Hampton Roads, LLC each ADMITS that it is incorporated and existing under the laws of the State of Delaware and maintains an agent for service in the State of Delaware. Cox Communications Las Vegas, Inc.

ADMITS that Cox Nevada Telcom, LLC is incorporated and existing under the laws of the State of Delaware and maintains an agent for service in the State of Delaware. Cox Communications Georgia, LLC ADMITS that Cox Georgia Telcom, LLC is incorporated and existing under the laws of the State of Delaware and maintains an agent for service in the State of Delaware. Cox Communications Louisiana, LLC ADMITS that Cox Louisiana Telcom LLC is incorporated and existing under the laws of the State of Delaware and maintains an agent for service in the State of Delaware. Cox Communications Arizona, LLC ADMITS that Cox Arizona Telcom, LLC is incorporated and existing under the laws of the State of Delaware and maintains an agent for service in the State of Delaware. Cox Communications California, LLC ADMITS that Cox California Telcom, LLC is incorporated and existing under the laws of the State of Delaware and maintains an agent for service in the State of Delaware. Cox further ADMITS that each of the defendants here is a plaintiff in *Cox Communications, Inc. v. Sprint Comms. Co.*, Case No. 1:12-cv-00487-UNA. Any and all remaining allegations in Paragraph 39 are DENIED.

40. Cox ADMITS that the Complaint alleges that venue is appropriate in the District of Delaware under 28 U.S.C. §§ 1391(b), 1391(c)(2), and 1400(b). Any and all remaining allegations in Paragraph 40 are DENIED.

#### **IV. GENERAL ALLEGATIONS**

41. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 5,809,492 (the “492 patent”), which, on its face, purports to be titled “Apparatus and Method for Defining Rules for Personal Agents,” and purports to have issued on September 15, 1998. Cox ADMITS that *Ex Parte* Reexamination Certificate No. 5,809,492 C1, on its face, purports to have issued on September 27, 2013 confirming the patentability of claims 1, 2, 12, 13, 24-27, claim 30 as amended, and claims 31-45 which were added during reexamination, and purports to have issued as a result of a request filed on June 3, 2010 for *ex*

*parte* reexamination of the '492 patent. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 41, and therefore DENIES them.

42. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 42, and therefore DENIES them.

43. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 6,118,976 (the "'976 patent"), which, on its face, purports to be titled "Asymmetric Data Communications System" and purports to have issued on September 12, 2000. Cox DENIES that *Ex Parte* Reexamination Certificate No. 6,118,976 C1 purports to have issued on November 30, 2011, but ADMITS that *Ex Parte* Reexamination Certificate No. 6,118,976 C1, on its face, purports to confirm the patentability of claims 19 and 27 and adds claims 32-52, and purports to have issued as a result of requests filed on December 4, 2010 and January 10, 2011 for *ex parte* reexamination of the '976 patent. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 43, and therefore DENIES them.

44. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 42, and therefore DENIES them.

45. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 6,487,200 (the "'200 patent"), which, on its face, purports to be titled "Packet Telephone System," and purports to have issued on November 26, 2002. Cox ADMITS that a certificate of correction, on its face, purports to have issued on March 11, 2003. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 45, and therefore DENIES them.

46. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 46, and therefore DENIES them.

47. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 6,952,668 (the “668 patent”), which, on its face, purports to be titled “Method and Apparatus for Performing Packet Loss or Frame Erasure Concealment,” and purports to have issued on October 4, 2005. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 47, and therefore DENIES them.

48. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 7,233,897 (the “897 patent”), which, on its face, purports to be titled “Method and Apparatus for Performing Packet Loss or Frame Erasure Concealment,” and purports to have issued on June 19, 2007. Cox ADMITS that certificates of correction, on their face, purport to have issued on September 4, 2007 and September 28, 2010. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 48, and therefore DENIES them.

49. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 7,908,140 (the “140 patent”), which, on its face, purports to be titled “Method and Apparatus for Performing Packet Loss or Frame Erasure Concealment,” and purports to have issued on March 15, 2011. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 49, and therefore DENIES them.

50. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 50, and therefore DENIES them.

51. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 6,993,353 (the “353 patent”), which, on its face, purports to be titled “Cable Data Service Method,” and purports to have issued on January 31, 2006. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 51, and therefore DENIES them.

52. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 52, and therefore DENIES them.

53. Cox ADMITS that the Complaint includes an attachment that purports to be U.S. Patent No. 7,907,714 (the “714 patent”), which, on its face, purports to be titled “Profile Management System Including User Interface for Accessing and Maintaining Profile Data of User Subscribed Telephony Services.” Cox DENIES that the ‘714 patent purports to have issued on June 19, 2007, but ADMITS that it purports to have issued on March 15, 2011. Cox ADMITS that a certificate of correction, on its face, purports to have issued on August 16, 2011. Cox is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 53, and therefore DENIES them.

54. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 54, and therefore DENIES them.

55. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 55, and therefore DENIES them.

56. Cox ADMITS that it is engaged in the business of offering television, Internet, and telephone services to its customers, including the rental of related equipment. Cox DENIES the remaining allegations of Paragraph 56.



**V. COUNT I: THE '492 PATENT**

57. Cox ADMITS that the Complaint purports to accuse the Explorer 8000, 8240, and 8300 DVRs. Cox DENIES the remaining allegations of Paragraph 57.

58. Cox Communications, Inc. ADMITS that it discussed the '492 patent with AT&T representatives in May 2010, but DENIES that AT&T demonstrated infringement by any product. Whether that discussion can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 58.

59. Cox DENIES the allegations of Paragraph 59.

60. Cox Communications, Inc. ADMITS that it has known of the existence of the '492 patent since May 2010, but DENIES that it has received a detailed demonstration of its infringement. Whether that knowledge can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 60.

61. Cox DENIES the allegations of Paragraph 61.

**VI. COUNT II: THE '976 PATENT**

62. Cox ADMITS that the Complaint purports to accuse the Explorer 8000, 8000HD, 8300, and 8300HD series DVRs. Cox DENIES the remaining allegations of Paragraph 62.

63. Cox Communications, Inc. ADMITS that it discussed the '976 patent with AT&T representatives in May 2010, but DENIES that AT&T demonstrated infringement by any product. Whether that discussion can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 63.

64. Cox DENIES the allegations of Paragraph 64.

65. Cox Communications, Inc. ADMITS that it has known of the existence of the '976 patent since May 2010, but DENIES that it has received a detailed demonstration of its infringement. Whether that knowledge can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 65.

66. Cox DENIES the allegations of Paragraph 66.

### **VII. COUNT III: THE '200 PATENT**

67. Cox ADMITS that the Complaint purports to accuse "Cox's digital telephone system and related network and equipment." Cox DENIES the remaining allegations of Paragraph 67.

68. Cox Communications, Inc. ADMITS that it discussed the '200 patent with AT&T representatives in September 2009, but DENIES that AT&T demonstrated infringement by any product. Whether that discussion can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 68.

69. Cox DENIES the allegations of Paragraph 69.

70. Cox Communications, Inc. ADMITS that it has known of the existence of the '200 patent since September 2009, but DENIES that it has received a detailed demonstration of its infringement. Whether that knowledge can be imputed to any other Cox defendant is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 70.

71. Cox DENIES the allegations of Paragraph 71.

**VIII. COUNT IV: THE '668 PATENT**

72. Cox ADMITS that the Complaint purports to accuse “Cox’s eMTAs and other network components implementing G.711 Appendix I packet loss concealment or an equivalent, including at least the Motorola 5220 and Arris TM502G, TM202A, and TM402A models.” Cox DENIES the remaining allegations of Paragraph 72.

73. Cox Communications, Inc. ADMITS that it discussed the ‘897 patent with AT&T representatives in February 2010, but DENIES that it discussed the ‘668 patent with AT&T, and DENIES that AT&T demonstrated infringement by any product. Whether that discussion can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 73.

74. Cox DENIES the allegations of Paragraph 74.

75. Cox DENIES that it has known about the ‘668 patent since February 2010, and DENIES that it has received a detailed demonstration of infringement of any patents. Cox DENIES the remaining allegations of Paragraph 75.

76. Cox DENIES the allegations of Paragraph 76.

**IX. COUNT V: THE '897 PATENT**

77. Cox ADMITS that the Complaint purports to accuse “Cox’s eMTAs and other network components implementing G.711 Appendix I packet loss concealment or an equivalent, including at least the Motorola 5220 and Arris TM502G, TM202A, and TM402A models.” Cox DENIES the remaining allegations of Paragraph 77.

78. Cox Communications, Inc. ADMITS that it discussed the ‘897 patent with AT&T representatives in February 2010, but DENIES that AT&T demonstrated infringement by any product. Whether that discussion can be imputed to any other Cox entity is a matter of law

to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 78.

79. Cox DENIES the allegations of Paragraph 79.

80. Cox Communications, Inc. ADMITS that it has known of the existence of the '897 patent since February 2010, but DENIES that it has received a detailed demonstration of its infringement. Whether that knowledge can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 80.

81. Cox DENIES the allegations of Paragraph 81.

**X. COUNT VI: THE '140 PATENT**

82. Cox ADMITS that the Complaint purports to accuse "Cox's eMTAs and other network components implementing G.711 Appendix I packet loss concealment or an equivalent, including at least the Motorola 5220 and Arris TM502G, TM202A, and TM402A models." Cox DENIES the remaining allegations of Paragraph 82.

83. Cox Communications, Inc. ADMITS that it discussed the '897 patent with AT&T representatives in February 2010, but DENIES that it discussed the '140 patent with AT&T, DENIES that AT&T demonstrated infringement by any product, and DENIES that it knew of the '140 patent or was willfully blind to its existence in March 2011. Whether that discussion can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 83.

84. Cox DENIES the allegations of Paragraph 84.

85. Cox DENIES that it has received a detailed demonstration of infringement of the '140 patent, and DENIES that it knew of the '140 patent or was willfully blind to its existence in March 2011. Cox DENIES the remaining allegations of Paragraph 85.

86. Cox DENIES the allegations of Paragraph 86.

**XI. COUNT VII: THE '353 PATENT**

87. Cox ADMITS that the Complaint purports to accuse "Cox's DOCSIS 3.0 system and related network and equipment." Cox DENIES the remaining allegations of Paragraph 87.

88. Cox Communications, Inc. ADMITS that it discussed the '353 patent with AT&T representatives in February 2010, but DENIES that AT&T demonstrated infringement by any product. Whether that discussion can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 88.

89. Cox DENIES the allegations of Paragraph 89.

90. Cox Communications, Inc. ADMITS that it has known of the existence of the '353 patent since February 2010, but DENIES that it has received a detailed demonstration of its infringement. Whether that knowledge can be imputed to any other Cox entity is a matter of law to which no responsive pleading is required. Cox DENIES the remaining allegations of Paragraph 90.

91. Cox DENIES the allegations of Paragraph 91.

**XII. COUNT VIII: THE '714 PATENT**

92. Cox ADMITS that the Complaint purports to accuse "Cox's Voice Manager system and related network and equipment." Cox DENIES the remaining allegations of Paragraph 92.

93. Cox DENIES the allegations of Paragraph 93.

### **XIII. PRAYER FOR RELIEF**

Cox DENIES that AT&T is entitled to any of the requested relief and DENIES any allegations in the Prayer for Relief of AT&T's Complaint.

### **XIV. DEMAND FOR JURY TRIAL**

To the extent that the Demand for Jury Trial of AT&T's Complaint contains any allegations, they are DENIED.

### **AFFIRMATIVE DEFENSES**

Cox alleges and asserts the following defenses, affirmative or otherwise, without assuming any burden of proof that it would not otherwise have. In addition to the defenses described below, Cox specifically reserves all rights to allege additional defenses, affirmative or otherwise, that become known through the course of discovery. Each defendant further reserves the right to rely on any applicable defenses pled by any other defendant in this action.

#### **FIRST AFFIRMATIVE DEFENSE: Non-infringement of the Patents-in-Suit**

Cox does not infringe and has not infringed, either directly, contributorily, by inducement, or otherwise, any claim of the '492 patent, the '200 patent, the '976 patent, the '668 patent, the '897 patent, the '140 patent, the '353 patent, or the '714 patent (collectively, the "Patents-in-Suit"),.

#### **SECOND AFFIRMATIVE DEFENSE: Invalidity of the Patents-in-Suit**

The claims of the Patents-in-Suit are invalid for failure to satisfy one or more of the requirements of Title 35 of the United States Code, including but not limited to §§ 101, 102, 103, 111, and 112.

#### **THIRD AFFIRMATIVE DEFENSE: Laches**

AT&T's claim of infringement of the Patents-in-Suit is barred, in whole or in part, by laches.

**FOURTH AFFIRMATIVE DEFENSE: Equitable Estoppel/Waiver**

AT&T's claim of infringement of the Patents-in-Suit is barred, in whole or in part, by the doctrines of equitable estoppel and/or waiver.

**FIFTH AFFIRMATIVE DEFENSE: Prosecution History Estoppel/Acquiescence**

AT&T's claim of infringement of the Patents-in-Suit is barred, in whole or in part, as a result of the doctrines of prosecution estoppel and/or acquiescence.

**SIXTH AFFIRMATIVE DEFENSE: Failure to Mark**

AT&T's recovery of any damages for alleged infringement should be limited or barred by its failure, or that of its licensees, to comply with 35 U.S.C. § 287.

**SEVENTH AFFIRMATIVE DEFENSE: Lack of Standing**

The plaintiffs individually and jointly lack standing to bring a suit alleging infringement of the Patents-in-Suit.

**EIGHTH AFFIRMATIVE DEFENSE: Failure to State a Claim**

AT&T's Complaint fails to state a claim upon which relief can be granted, including but not limited to because the Complaint fails to meet the pleading standard set forth in *Ashcroft v. Iqbal*, 556 U.S. 662 (2009) and *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007).

**NINTH AFFIRMATIVE DEFENSE: No Entitlement to Injunctive Relief**

AT&T is not entitled to any injunctive relief because it has, at minimum, an adequate remedy at law and has suffered no irreparable injury.

**TENTH AFFIRMATIVE DEFENSE: Indemnity**

If Cox is found liable to AT&T, such liability is to be indemnified in whole or in part by one or more third parties.

**ELEVENTH AFFIRMATIVE DEFENSE: Failure to Join an Indispensable Party**

The relief sought by AT&T should be denied because it has failed to join one or more indispensable parties.

**COUNTERCLAIMS**

1. Cox incorporates by reference all of the allegations and averments of the foregoing Answer and Affirmative Defenses as though the same were set forth fully herein.

**JURISDICTION AND VENUE**

2. This is a patent action for declaratory relief for which this Court has jurisdiction under 28 U.S.C. §§ 1331, 1338, 2201 and 2202.

3. The Court has personal jurisdiction over AT&T because it has purposefully availed itself of the benefits and laws of this jurisdiction, including by filing the instant action.

4. Venue is proper in this Court under 28 U.S.C. §§ 1391 and 1400.

**THE PARTIES**

1. Cox Communications, Inc., CoxCom, LLC, Cox Arkansas Telcom, LLC, Cox Communications Arizona, LLC, Cox Arizona Telcom, LLC, Cox California Telcom, LLC, Cox Communications California, LLC, Cox Colorado Telcom, LLC, Cox Connecticut Telcom, LLC, Cox District of Columbia Telcom, LP, Cox Florida Telcom, LP, Cox Communications Georgia, LLC, Cox Georgia Telcom, LLC, Cox Iowa Telcom, LLC, Cox Idaho Telcom, LLC, Cox Communications Kansas, LLC, Cox Kansas Telcom, LLC, Cox Communications Gulf Coast, LLC, Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC, Cox Maryland Telcom, LLC, Cox Missouri Telcom, LLC, Cox Nebraska Telcom, LLC, Cox Communications Omaha, LLC, Cox Communications Las Vegas, Inc., Cox Nevada Telcom, LLC, Cox North Carolina Telcom, LLC, Cox Ohio Telcom, LLC, Cox Oklahoma Telcom, LLC, Cox Rhode



Island Telcom, LLC, and Cox Communications Hampton Roads, LLC are each incorporated and existing under the laws of the State of Delaware. Cox Virginia Telcom, LLC is incorporated and existing under the laws of the Commonwealth of Virginia.

2. On information and belief, AT&T Intellectual Property I is a Nevada limited partnership with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30308.

3. On information and belief, AT&T Intellectual Property II is a Nevada limited partnership with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30308.

**FIRST COUNTERCLAIM: NON-INFRINGEMENT OF THE '492 PATENT**

4. Cox incorporates by reference paragraphs 1-3 of its Counterclaims above as if fully set forth herein.

5. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 5,809,492 ("the '492 patent").

6. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '492 patent.

7. Cox has not and does not now infringe the '492 patent.

8. Cox has not contributed to the infringement and is not now contributing to the infringement of the '492 patent.

9. Cox has not induced others to infringe and is not now inducing others to infringe the '492 patent.

10. Cox is entitled to a judgment from this Court that the '492 patent is not infringed by any of Cox's actions.

**SECOND COUNTERCLAIM: NON-INFRINGEMENT OF THE '976 PATENT**

11. Cox incorporates by reference paragraphs 1-10 of its Counterclaims above as if fully set forth herein.

12. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 6,118,976 ("the '976 patent").

13. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '976 patent.

14. Cox has not and does not now infringe the '976 patent.

15. Cox has not contributed to the infringement and is not now contributing to the infringement of the '976 patent.

16. Cox has not induced others to infringe and is not now inducing others to infringe the '976 patent.

17. Cox is entitled to a judgment from this Court that the '976 patent is not infringed by any of Cox's actions.

**THIRD COUNTERCLAIM: NON-INFRINGEMENT OF THE '200 PATENT**

18. Cox incorporates by reference paragraphs 1-17 of its Counterclaims above as if fully set forth herein.

19. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 6,487,200 ("the '200 patent").

20. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '200 patent.

21. Cox has not and does not now infringe the '200 patent.

22. Cox has not contributed to the infringement and is not now contributing to the infringement of the '200 patent.

23. Cox has not induced others to infringe and is not now inducing others to infringe the '200 patent.

24. Cox is entitled to a judgment from this Court that the '200 patent is not infringed by any of Cox's actions.

**FOURTH COUNTERCLAIM: NON-INFRINGEMENT OF THE '668 PATENT**

25. Cox incorporates by reference paragraphs 1-24 of its Counterclaims above as if fully set forth herein.

26. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 6,952,668 ("the '668 patent").

27. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '668 patent.

28. Cox has not and does not now infringe the '668 patent.

29. Cox has not contributed to the infringement and is not now contributing to the infringement of the '668 patent.

30. Cox has not induced others to infringe and is not now inducing others to infringe the '668 patent.

31. Cox is entitled to a judgment from this Court that the '668 patent is not infringed by any of Cox's actions.

**FIFTH COUNTERCLAIM: NON-INFRINGEMENT OF THE '897 PATENT**

32. Cox incorporates by reference paragraphs 1-31 of its Counterclaims above as if fully set forth herein.

33. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 7,233,897 ("the '897 patent").

34. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '897 patent.

35. Cox has not and does not now infringe the '897 patent.

36. Cox has not contributed to the infringement and is not now contributing to the infringement of the '897 patent.

37. Cox has not induced others to infringe and is not now inducing others to infringe the '897 patent.

38. Cox is entitled to a judgment from this Court that the '897 patent is not infringed by any of Cox's actions.

**SIXTH COUNTERCLAIM: NON-INFRINGEMENT OF THE '140 PATENT**

39. Cox incorporates by reference paragraphs 1-38 of its Counterclaims above as if fully set forth herein.

40. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 7,908,140 ("the '140 patent").

41. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '140 patent.

42. Cox has not and does not now infringe the '140 patent.

43. Cox has not contributed to the infringement and is not now contributing to the infringement of the '140 patent.

44. Cox has not induced others to infringe and is not now inducing others to infringe the '140 patent.

45. Cox is entitled to a judgment from this Court that the '140 patent is not infringed by any of Cox's actions.

**SEVENTH COUNTERCLAIM: NON-INFRINGEMENT OF THE '353 PATENT**

46. Cox incorporates by reference paragraphs 1-45 of its Counterclaims above as if fully set forth herein.

47. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 6,993,353 ("the '353 patent").

48. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '353 patent.

49. Cox has not and does not now infringe the '353 patent.

50. Cox has not contributed to the infringement and is not now contributing to the infringement of the '353 patent.

51. Cox has not induced others to infringe and is not now inducing others to infringe the '353 patent.

52. Cox is entitled to a judgment from this Court that the '353 patent is not infringed by any of Cox's actions.

**EIGHTH COUNTERCLAIM: NON-INFRINGEMENT OF THE '714 PATENT**

53. Cox incorporates by reference paragraphs 1-52 of its Counterclaims above as if fully set forth herein.

54. In its Complaint, AT&T has purported to assert claims for the alleged infringement of United States Patent No. 7,907,714 ("the '714 patent").

55. An actual controversy has arisen between Cox and AT&T concerning the alleged infringement of the '714 patent.

56. Cox has not and does not now infringe the '714 patent.

57. Cox has not contributed to the infringement and is not now contributing to the infringement of the '714 patent.

58. Cox has not induced others to infringe and is not now inducing others to infringe the '714 patent.

59. Cox is entitled to a judgment from this Court that the '714 patent is not infringed by any of Cox's actions.

**NINTH COUNTERCLAIM: INVALIDITY OF THE '492 PATENT**

60. Cox incorporates by reference paragraphs 1-59 of its Counterclaims above as if fully set forth herein.

61. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '492 patent.

62. The claims of the '492 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

63. Cox is entitled to a judgment from this Court that the claims of the '492 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

**TENTH COUNTERCLAIM: INVALIDITY OF THE '976 PATENT**

64. Cox incorporates by reference paragraphs 1-63 of its Counterclaims above as if fully set forth herein.

65. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '976 patent.

66. The claims of the '976 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

67. Cox is entitled to a judgment from this Court that the claims of the '976 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

**ELEVENTH COUNTERCLAIM: INVALIDITY OF THE '200 PATENT**

68. Cox incorporates by reference paragraphs 1-67 of its Counterclaims above as if fully set forth herein.

69. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '200 patent.

70. The claims of the '200 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

71. Cox is entitled to a judgment from this Court that the claims of the '200 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

**TWELFTH COUNTERCLAIM: INVALIDITY OF THE '668 PATENT**

72. Cox incorporates by reference paragraphs 1-71 of its Counterclaims above as if fully set forth herein.

73. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '668 patent.

74. The claims of the '668 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

75. Cox is entitled to a judgment from this Court that the claims of the '668 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

**THIRTEENTH COUNTERCLAIM: INVALIDITY OF THE '897 PATENT**

76. Cox incorporates by reference paragraphs 1-75 of its Counterclaims above as if fully set forth herein.

77. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '897 patent.

78. The claims of the '897 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

79. Cox is entitled to a judgment from this Court that the claims of the '897 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

**FOURTEENTH COUNTERCLAIM: INVALIDITY OF THE '140 PATENT**

80. Cox incorporates by reference paragraphs 1-79 of its Counterclaims above as if fully set forth herein.

81. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '140 patent.

82. The claims of the '140 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

83. Cox is entitled to a judgment from this Court that the claims of the '140 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

**FIFTEENTH COUNTERCLAIM: INVALIDITY OF THE '353 PATENT**

84. Cox incorporates by reference paragraphs 1-83 of its Counterclaims above as if fully set forth herein.

85. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '353 patent.

86. The claims of the '353 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

87. Cox is entitled to a judgment from this Court that the claims of the '353 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.



**SIXTEENTH COUNTERCLAIM: INVALIDITY OF THE '714 PATENT**

88. Cox incorporates by reference paragraphs 1-87 of its Counterclaims above as if fully set forth herein.

89. An actual controversy has arisen between Cox and AT&T concerning the validity of the claims of the '714 patent.

90. The claims of the '714 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

91. Cox is entitled to a judgment from this Court that the claims of the '714 patent are invalid pursuant at least to 35 U.S.C. §§ 101, 102, 103, and/or 112.

**RELIEF REQUESTED**

Cox requests that the Court grant it the following relief:

1. Dismiss the Complaint against Cox with prejudice and find that AT&T takes nothing by way of its Complaint;
2. Enter a judgment declaring that Cox has not infringed and does not infringe the Patents-in-Suit;
3. Enter a judgment declaring that Cox has not induced and does not induce infringement of the Patents-in-Suit;
4. Enter a judgment declaring that Cox has not contributorily infringed and does not contributorily infringe the Patents-in-Suit;
5. Enter a judgment declaring that the AT&T Patents-in-Suit are invalid and/or unenforceable;
6. Declare this case exceptional and award Cox its reasonable costs, expenses, and attorneys' fees;

7. Award Cox any and all other relief to which Cox may show itself to be entitled.

**DEMAND FOR JURY TRIAL**

In accordance with Rule 38 of the Federal Rules of Civil Procedure, Cox respectfully requests a trial by jury of all issues so triable.

YOUNG CONAWAY STARGATT & TAYLOR, LLP

*/s/ Melanie K. Sharp*

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Melanie K. Sharp (No. 2501)  
Rodney Square  
1000 North King Street  
Wilmington, DE 19801  
(302) 571-6681  
[msharp@ycst.com](mailto:msharp@ycst.com)

PROSKAUER ROSE  
Steven M. Bauer  
Nathan T. Harris  
One International Place  
Boston, MA 02110-2600  
(617) 526-9700

Dated: October 20, 2014

*Attorneys for Cox Communications, Inc., et al.*

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