

**RECEIVED**

**AUG 01 2024**

CLERK, U.S. DISTRICT COURT  
DULUTH, MINNESOTA

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

**Mark Sandstrom**

Plaintiff(s),

vs.

Case No. 24-cv-3118 PJS/ECW  
(To be assigned by Clerk of District Court)

**CHARTER COMMUNICATIONS,  
INC.**

DEMAND FOR JURY TRIAL

YES  NO

Defendant(s).

(Enter the full name(s) of ALL defendants in  
this lawsuit. Please attach additional sheets  
if necessary).

**COMPLAINT**

**PARTIES**

1. List your name, address and telephone number. Do the same for any additional plaintiffs.

a. Plaintiff

▶ Name	<b>Mark Sandstrom</b>
Street Address	<b>201 N Union St 110</b>
County, City	<b>Alexandria VA</b>
State & Zip Code	<b>22314</b>
Telephone Number	<b>(571) 243-4680</b>

**SCANNED**

**AUG 01 2024**

**U.S. DISTRICT COURT DULUTH**

*N/S*

2. List all defendants. You should state the full name of the defendant, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption.

a. Defendant No. 1

Name                   **CHARTER COMMUNICATIONS, INC.**  
Street Address       **400 Washington Blvd**  
County, City         **Stamford**  
State & Zip Code     **CT 06902**

b. Defendant No. 2

Name  
Street Address  
County, City  
State & Zip Code

c. Defendant No. 3

Name  
Street Address  
County, City  
State & Zip Code

**NOTE: IF THERE ARE ADDITIONAL PLAINTIFFS OR DEFENDANTS, PLEASE PROVIDE THEIR NAMES AND ADDRESSES ON A SEPARATE SHEET OF PAPER.**

**Check here if additional sheets of paper are attached:**

**Please label the attached sheets of paper to correspond to the appropriate numbered paragraph above (e.g. Additional Defendants 2.d., 2.e., etc.)**

JURISDICTION

Federal courts are courts of limited jurisdiction. Generally, two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount of damages is more than \$75,000 is a diversity of citizenship case.

3. What is the basis for federal court jurisdiction? (check all that apply)

- Federal Question
- Diversity of Citizenship

4. If the basis for jurisdiction is Federal Question, which Federal Constitutional, statutory or treaty right is at issue? List all that apply.

**Dispute under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, concerning the United States Patent Act, 35 U.S.C. § 1 et seq.**

5. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party? Each Plaintiff must be diverse from each Defendant for diversity jurisdiction.

Plaintiff Name: State of Citizenship:

Defendant No. 1: State of Citizenship:

Defendant No. 2: State of Citizenship:

**Attach additional sheets of paper as necessary and label this information as paragraph 5.**

**Check here if additional sheets of paper are attached.**

6. What is the basis for venue in the District of Minnesota? (check all that apply)

- Defendant(s) reside in Minnesota
- Facts alleged below primarily occurred in Minnesota
- Other: explain

**Defendant pursued legal action in this District, in Charter Cable Partners, LLC v. City of Lakeville, 43 F. Supp. 3d 943 (D. Minn. 2014).**

STATEMENT OF THE CLAIM

Describe in the space provided below the basic facts of your claim. The description of facts should include a specific explanation of how, where, and when each of the defendants named in the caption violated the law, and how you were harmed. Each paragraph must be numbered

separately, beginning with number 7. Please write each single set of circumstances in a separately numbered paragraph.

7.

**Please see the attached Additional Facts for the grounds for this this declaratory judgment action, based on Defendant's disagreement with Plaintiff's assertion that Defendant needs a license for certain Plaintiff's patents for practicing in the U.S. certain standards that the Plaintiff's patents are claim-charted to, as discussed in correspondence between the parties.**

**Attach additional sheets of paper as necessary.**

**Check here if additional sheets of paper are attached:**

**Please label the attached sheets of paper to as Additional Facts and continue to number the paragraphs consecutively.**

#### REQUEST FOR RELIEF

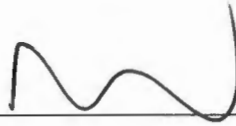
State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking.

**Plaintiff respectfully requests that this Court enter judgment in its favor as follows and award Plaintiff the following relief, with respect to each one of the Patents:**

- (a) adjudge and declare that Defendant's US activities, to the degree they use the Standards, require license for the respective Patents as claim-charted in Exhibits 1-3;**
- (b) award Plaintiff the costs of this action, along with reasonable expenses to the fullest extent permitted by law; and,**
- (c) award Plaintiff all other relief, in law or equity, to which Plaintiff is entitled.**

Signed this 31<sup>st</sup> day of July 2024

Signature of Plaintiff

A handwritten signature consisting of a series of connected loops and curves, written in black ink.

Mailing Address

**201 N Union St. 110  
Alexandria VA 22314**

Telephone Number

**(571) 243-4680**

Note: All plaintiffs named in the caption of the complaint must date and sign the complaint and provide his/her mailing address and telephone number. Attach additional sheets of paper as necessary.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MINNESOTA DISTRICT**

MARK SANDSTROM,

Plaintiff,

v.

CHARTER COMMUNICATIONS, INC.,

Defendant.

Civil Action No. \_\_\_\_\_

**ADDITIONAL FACTS FOR COMPLAINT FOR DECLARATORY JUDGMENT**

Mark Sandstrom (“Plaintiff”) hereby alleges the following additional facts for its Complaint against Charter Communications, Inc. (“Charter”, or “Defendant”), collectively, the Parties.

**INTRODUCTION**

8. Plaintiff brings this declaratory judgment action based on Parties’ dispute over whether Defendant needs a license for Plaintiff’s patents for practicing in the U.S. network technology standards as detailed below.

**NATURE OF THE ACTION**

9. This is an action under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, concerning conditional patent infringement arising under 28 U.S.C. §§ 1331, 1338 and the United States Patent Act, 35 U.S.C. § 1 et seq., including 35 U.S.C. § 271, seeking a declaratory judgment (DJ) that Defendant’s activities in the US using or beginning to use certain network protocol standards, as detailed in the following, need a license for the corresponding claim-charted patents.

10. The standards and patents at issue, coupled together with claim charts as indicated, are per Table 1 below:

<b>Standard</b>	<b>U.S. Patent No.</b>	<b>Claim chart</b>
IETF RFC 6241 Network Configuration Protocol (NETCONF) and its content-layer companion RFC 7950 YANG 1.1 Data Modeling Language (YANG);	10848546 (the '546 patent);	Exhibit 1(A)
	10567474 (the '474 patent);	Exhibit 1(B)
ITU-T standard for Gigabit-capable Passive Optical Network; the Recommendation series G.984.x, specifically, G.984.3 (GPON)	7558260 (the '260 patent)	Exhibit 2(A)
	7333511 (the '511 patent);	Exhibit 2(B)
ITU-T Recommendation G.987.3 (10GPON, NG-PON or XG(S)-PON)	'260 patent	Exhibit 2(C)
	'511 patent	Exhibit 2(D)
ITU-T Recommendation G.989.3 (TWDM-PON, or NG-PON2)	'260 patent	Exhibit 2(E)
	'511 patent	Exhibit 2(F)
IEEE 802.3ah (EPON) and 802.3av (10G-EPON).	'260 patent	Exhibit 2(G)
	'511 patent	Exhibit 2(H)
Bit Index Explicit Routing (BIER) standards, per IETF RFCs 8279 and 8296	8619769 (the '769 patent)	Exhibit 3

Table 1. The Internet standards that the '474 and '546 patents are charted to are referred as the NETCONF standards, while the ITU-T standards that the '511 and '260 patents are claim charted to are collectively referred as the xPON standards. The claim chart documents in the exhibits per above link to online copies of these standards and patents.

11. The terms Standards and Patents, as used here with respect to each other, herein refer to the pairing of the individual ones among the Standards and Patents per the Table 1 above.

12. Besides the claim charts per Table 1, Defendant has been made aware of existence, and been offered for evaluation under an NDA, legal opinions concluding that the '546 patent is likely practiced by the NETCONF, and the '511 patent by the GPON, standards, via letters

regarding the Patents and Standards sent to Defendant, and acknowledged via email responses by Defendant's in-house counsel.

13. Each of the Patents is valid, enforceable and in full force and effect, and is owned by the Plaintiff.

#### **THE PARTIES**

14. Plaintiff Sandstrom is the named inventor of each of the above patents, with a mailing address of 201 N Union St #110, Alexandria VA 22314.

15. Plaintiff is the owner of the Patents as shown by the assignments per Exhibit 4.

16. Defendant Charter is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 400 Washington Blvd Stamford, CT 06902, at which location Defendant may be served with process.

#### **JURISDICTION AND VENUE**

17. This is a declaratory judgement action under 28 U.S.C. §§ 2201-2202, concerning conditional patent infringement under 35 U.S.C. § 1 et seq. This Court has subject matter jurisdiction at least under 28 U.S.C. §§ 1331, 1332 and/or 1338.

18. Venue is proper in this District under 28 U.S.C. § 1391 and/or 1400(b).

19. This Court has personal jurisdiction over Defendant pursuant to due process and/or because Defendant has availed itself of the rights, benefits, and privileges of this Court, e.g. by pursuing a DJ action in this District, in *Charter Cable Partners, LLC v. City of Lakeville*, 43 F. Supp. 3d 943 (D. Minn. 2014).

20. Defendant also conducts business, as "Spectrum"<sup>1</sup>, apparently related to the Standards technologies, in the district e.g. per:

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<sup>1</sup> [https://en.wikipedia.org/wiki/Charter\\_Communications](https://en.wikipedia.org/wiki/Charter_Communications): "Charter Communications, Inc., is an American telecommunications and mass media company with services branded as Spectrum. With over 32 million customers in



Charter Communications Minnesota



### Locations :

**A Spectrum Store**  
 Waite Park, MN (888) 406-7063  
 Open Closes 8 PM  
 Onsite services

Website Directions

**B Spectrum Store**  
 Duluth, MN (888) 406-7063  
 Open Closes 8 PM  
 Onsite services

Website Directions

**C Spectrum Store**  
 Lakeville, MN (888) 406-7063  
 Open Closes 8 PM  
 Onsite services

Website Directions

[More locations →](#)



### People also ask :

- Is Charter communication the same as Spectrum?
- Why do I have a collection from Charter Communications?
- What is Charter Communications called now?
- Does Spectrum have service in Minnesota?
- Check Rates on Cable TV Plans in Minnesota

**Get Spectrum cable TV at your address and choose a TV plan with the channels your family watches most.** All TV plans include FREE On Demand and FREE access to the Spectrum TV App.

Spectrum  
<https://www.spectrum.com> Services  
 Your Cable TV Provider in Minnesota - Spectrum

### BACKGROUND

8. On June 20, 2024, Plaintiff sent to Defendant (“Recipient”) a letter informing them about the relevance of the Patents to the Standards, stating: *“In case Recipient’s operations (incl. through affiliates under common ownership or control) involve any of the above-mentioned standards, OCS is respectfully putting Recipient on notice that Recipient needs to obtain a license for OCS’ patents.”* Exhibit 5.

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41 states,[5][1] it is the largest cable operator in the United States by subscribers ... On May 18, 2016, Charter finalized acquisition of Time Warner Cable”

9. On July 30, 2024, Defendant responded via email, declining any opportunity for business negotiations, seeking to defend themselves from exposure to willful infringement, and making it clear that the only way to get Defendant to react to the existence of the Patents is give them the grounds for a DJ action against Plaintiff, seeking e.g. declaration of non-infringement or invalidity of the Patents, as reproduced below:



Kirill V. Abramov  
Group Vice President and  
Associate General Counsel

July 30, 2024

**VIA E-MAIL (mark@ocsipholding.com)**

Mark Sandstrom, President  
Optimum Communications Services, Inc.

**Re: "Auction of a Patented Technology Adopted in BIER, NETCONF, xPON etc.  
Network Standards"**

Dear Mr. Sandstrom:

I respond to your June 20, 2024 letter.

As a preliminary matter, it appears that your letter relates to OCS' desire to sell certain patents and to have Charter participate in some sort of auction. See June 20, 2024 letter at "Re:". At this time, Charter declines your offer to participate in the above-referenced auction. To the extent that you believe your letter purports to be a request for Charter to enter into a license for certain patents, as detailed below, the letter lacks basic information necessary for Charter to consider your request.

**Charter Requires Basic Information Before It Can Consider OCS's Request**

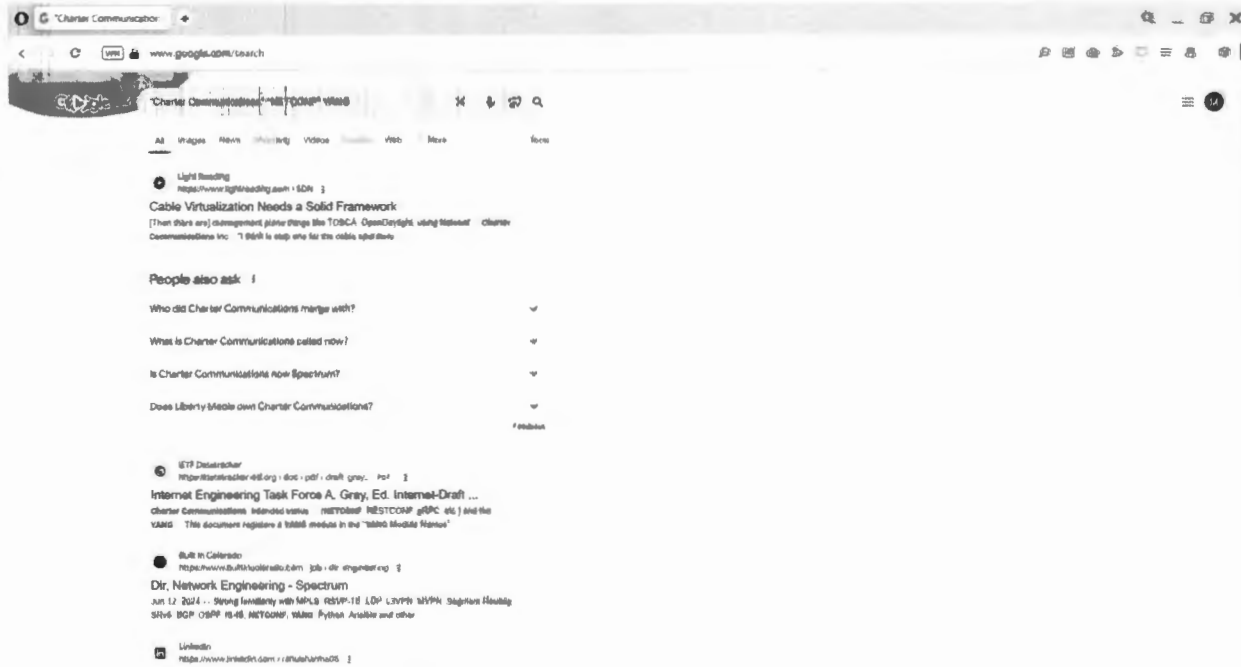
Charter takes seriously the intellectual property rights of other companies. Charter itself owns many patents important to its business and, when appropriate, licenses patents from others on reasonable terms. However, entering into licensing discussions at this stage is premature as your letter does not provide the required and necessary information detailed below.

First, your letter fails to identify any specific Charter service or product that you believe would require a license to any of the patents identified in your letter. To permit Charter to consider your request, please provide Charter with at least the following information:

- (a) the Charter products or services that you believe require a license;
- (b) claim charts or other detailed factual explanation demonstrating how you believe that any of the identified products or services satisfy *each element* of any claim of any OCS patent that you believe is infringed;<sup>1</sup> and

10. A major likelihood exists that Defendant at least has plans to use the Standards in the US, as shown below.

11. Regarding the NETCONF standards (claim-charted vs the '546 and '474 patents per Ex. 1; see Table 1):



12. Regarding the xPON standards (claim-charted vs the '260 and '511 patents per Ex. 2; see Table 1):

"Charter Communications" "GPON"    

All Images News Shopping Videos Forums Maps  More Tools

 Precision Optical Technologies  
<https://www.precisionot.com> > charter-communications-... 

### Charter Communications Forges Partnership with ...

Oct 11, 2023 -- Charter Communications Forges Partnership with Precision Optical Technologies to Advance Distributed Access Architectures ... GPON. XGSPON ...

### People also ask



What is the difference between Spectrum and charter communication? 

What is Charter Communications called now? 

What was Spectrum cable called before? 

Is Charter Communications affiliated with Spectrum? 

[Feedback](#)

 Broadband Communities  
<https://bbcmag.com> > 2023-fiber-to-the-home-top-100-3 

### 2023 Fiber-To-The-Home Top 100

Charter Communications, Inc. is a leading broadband connectivity company and . . . Recent product introductions include in-building fiber tracing tools, FTTH drop ...

 Broadband Library  
<https://broadbandlibrary.com> > Right Sidebar 

### The CPE of Ethernet Passive Optical Networks |

984.1 for 1 Gbps GPON and G.9807.1 for XGS-PON 10 Gbps, as well as other .. He is currently a Product Manager at Charter Communications in charge of ...

 LinkedIn · Hans Geisterfer  
950+ followers 

### Hans Geisterfer - Charter Communications

Englewood, Colorado, United States · Director, Advanced Commercial Engineering Charter Communications

... GPON, 10G-EPON, DOCSIS, and their respective management and provisioning ... Charter Communications · Location: Englewood · 500+ connections on ...

13. Charter, via tradenames such as Spectrum and acquired business including Time Warner Cable, also uses router equipment supporting, i.e., practices, the BIER standard (Ex. 3; see Table 1):

**Nokia 7750**

255 Companies Currently Using Nokia 7750

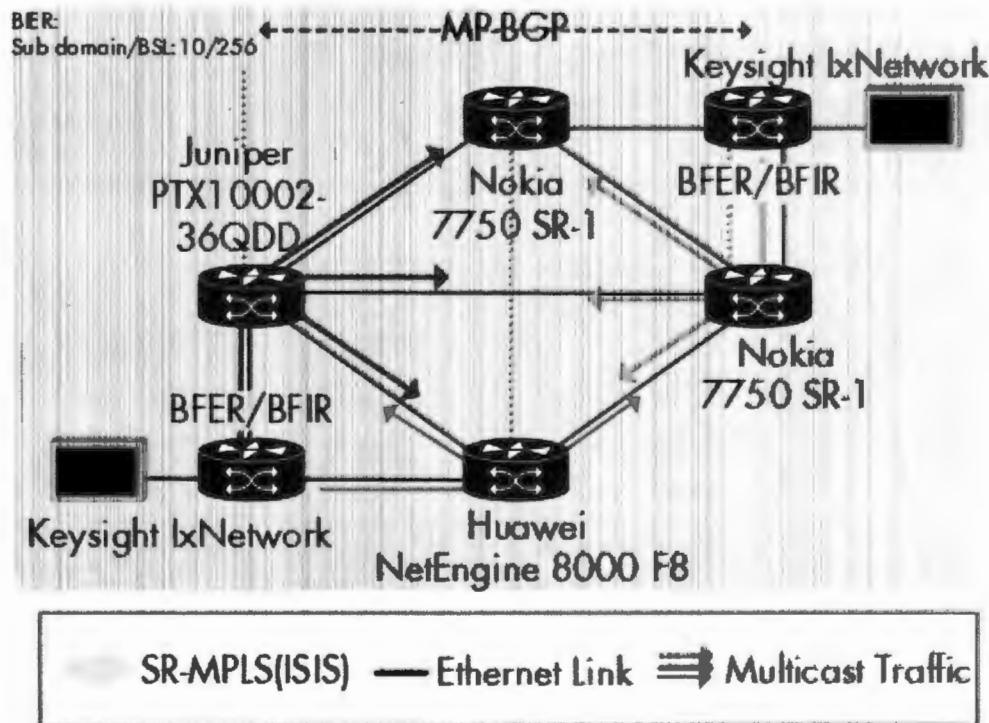
PRODUCTS RELATED TO NOKIA 7750

- Brocade Routers
- HPE HSR6800
- Cisco Mobile Wireless Routers
- Huawei NE5000E
- Nortel Contivity

**Companies Currently Using Nokia 7750**

COMPANY NAME	WEBSITE	HQ ADDRESS	CITY	STATE	ZIP	COUNTRY	INDUSTRY	INDUSTRY
Time Warner Cable	spectrum.com	400 Atlantic St. 9th ...	Stamford	CT	06901	US	Manufacturing	Telecommunication Equip...

<https://eantc.de/wp-content/uploads/2023/12/EANTC-MPLSSDNInterop2024-TestReport-v1.3.pdf>:



*Figure 47: BIER Test Topology*

14. Without a license to any of the Patents, Defendant has gained significant share of e.g. the U.S. fiber-to-the-home (FTTH) network services market, where the Standards, e.g. XPONs, are increasingly vital, e.g. [https://en.wikipedia.org/wiki/Charter\\_Communications](https://en.wikipedia.org/wiki/Charter_Communications).

15. Accordingly, Plaintiff requests the Court to adjudicate the parties' dispute on whether Defendant, to degree that their US activities use the Standards, needs a license for the Patents, in view of the claim-charts showing that each of the Standards requires each feature of each claim in the charts. Exhibits 1-3, per Table 1.

16. It is evident that Defendant's response to Plaintiff were designed to prompt Plaintiff to reply with identification of Defendant's products or services appearing to infringe the Patents, e.g., via expected support of the Standards, so as to give Defendant grounds for a sudden DJ (of non-infringement and/or invalidity) action against the owner of the Patents.

17. This controversy is of sufficient immediacy and reality to warrant the issuance of a DJ on whether Defendant's US activities need a license under the Patents to the degree that they are using the Standards. The Patents, as rights to exclude unlicensed implementers, will begin expiring starting in July 2025, and for these rights to exclude unlicensed usage to be serve their Congressional intended purpose, the controversy of whether Defendant may use the Standard without a license for the Patents has to be resolved speedily. And while the present controversy, concerning application of US patent laws to the question of whether Defendant may use the Standards in the US without a license for the Patents, is evidently justiciable, the requested DJ will effectively resolve and terminate that controversy, such that the DJ is appropriate under F.R.C.P. 57.

**COUNT I: DECLARATORY JUDGMENT THAT DEFENDANT NEEDS LICENSE FOR THE PATENTS TO USE THE RESPECTIVE STANDARDS IN THE U.S.**

18. Plaintiff incorporates by reference the preceding paragraphs as though fully set forth herein.

19. Plaintiff has informed Defendant that they need a license for the Patents to the degree they use the respective Standards in the U.S., and that claim-charts and legal opinions to such effects exist.

20. Defendant has denied needing to bid for acquisition or otherwise obtain a license for Plaintiff's Patents, irrespective of whether they would be using the respective Standards in the US, and notwithstanding that, as shown above, they appear to at least be planning to use the Standards in the US. This controversy is of sufficient immediacy and reality to warrant the issuance of a declaratory judgment on whether Defendant, to the degree they use the Standards in the U.S., need a license for the respective Patents.


**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor as follows and award Plaintiff the following relief, with respect to each one of the Patents:

- (a) adjudge and declare that Defendant's US activities, to the degree they use the Standards, require license for the respective Patents as claim-charted in Exhibits 1-3;
- (b) award Plaintiff the costs of this action, along with reasonable expenses to the fullest extent permitted by law; and,
- (c) award Plaintiff all other relief, in law or equity, to which Plaintiff is entitled.

I state under penalty of perjury that the foregoing is true and correct.

Dated: July 31, 2024



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Mark Sandstrom  
201 N Union St #110  
Alexandria VA 22314  
Telephone: 571 243 4680