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RY:

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

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FILED

9 UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
11 LOS ANGELES DIVISION

12 OLYMPIC DEVELOPMENTS AG, LLC,  
13 Plaintiff,

14 v.

15 ATLANTIC BROADBAND, INC., BRIGHT  
16 HOUSE NETWORKS, LLC, CABLE ONE,  
17 INC., CEQUEL COMMUNICATIONS  
18 HOLDINGS I, LLC, CSC HOLDINGS, LLC,  
19 DISH NETWORK, LLC, GCI  
20 COMMUNICATION CORP., INSIGHT  
21 COMMUNICATIONS COMPANY, INC.,  
22 KNOLOGY, INC., MEDIACOM  
23 COMMUNICATIONS CORPORATION and  
24 RCN TELECOM SERVICES, LLC,

25 Defendants.

Case No.

CV11 0612

ODW

(CWx)

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**Jury Trial Demanded**

**BY FAX**

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**PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff Olympic Developments AG, LLC (“Plaintiff”), by and through its undersigned counsel, files this Original Complaint against Atlantic Broadband, Inc., Bright House Networks, LLC, Cable One, Inc., Cequel Communications Holdings I, LLC, CSC Holdings, LLC, Dish Network, LLC, GCI Communication Corp. Insight Communications Company, Inc., Knology, Inc., Mediacom Communications Corporation and RCN Telecom Services, LLC (collectively “Defendants”) as follows:

**NATURE OF THE ACTION**

1. This is a patent infringement action to stop Defendants’ infringement of Plaintiff’s United States Patent No. 5,475,585 entitled “*Transactional Processing System*” (the “’585 patent”; a copy of which is attached hereto as Exhibit A) and United States Patent No. 6,246,400 entitled “*Device for Controlling Remote Interactive Receiver*” (the “’400 patent”; a copy of which is attached hereto as Exhibit B) (collectively, “the patents-in-suit”). Plaintiff is the exclusive licensee of the ’585 patent and ’400 patent with respect to the Defendants. Plaintiff seeks injunctive relief and monetary damages.

**PARTIES**

2. Plaintiff is a limited liability company organized and existing under the laws of the State of Delaware. Plaintiff maintains its principal place of business at 1000 North West Street, Suite 1200, Wilmington, DE 19801. Plaintiff is the exclusive licensee of the ’585 and ’400 patents with respect to the Defendants, and possesses the right to sue for infringement and recover past damages.

3. Upon information and belief, Atlantic Broadband, Inc. (“Atlantic”) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 1 Batterymarch Park, Suite 405, Quincy, Massachusetts 02169.

4. Upon information and belief, Bright House Networks, LLC (“Bright House”) is a limited liability company organized and existing under the laws of the State of Washington, with its principal place of business located at 4600 150<sup>th</sup> Avenue NE, Redmond, Washington 98052.

1           5.       Upon information and belief, Cable One, Inc. (“Cable One”) is a corporation  
2 organized and existing under the laws of the State of Delaware, with its principal place of  
3 business located at 1314 North 3<sup>rd</sup> Street, Phoenix, Arizona 85004.

4           6.       Upon information and belief, Cequel Communications Holdings I, LLC  
5 (“Cequel”) is a limited liability company organized and existing under the laws of the State of  
6 Delaware, with its principal place of business located at 1244 Powerscourt Drive, Suite 4500, St.  
7 Louis, Missouri 63131.

8           7.       Upon information and belief, CSC Holdings, LLC (“CSC”) is a limited liability  
9 company organized and existing under the laws of the State of Delaware, with its principal place  
10 of business located at 1111 Stewart Avenue, Bethpage, New York 11714.

11           8.       Upon information and belief, Dish Network, LLC (“Dish”) is a limited liability  
12 company organized and existing under the laws of the State of Colorado, with its principal place  
13 of business located at 9601 South Meridian Boulevard, Englewood, Colorado 80112.

14           9.       Upon information and belief, GCI Communication Corp. (“GCI”) is a corporation  
15 organized and existing under the laws of the State of Alaska, with its principal place of business  
16 located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503.

17           10.      Upon information and belief, Insight Communications Company (“Insight”) is a  
18 corporation organized and existing under the laws of the State of Delaware, with its principal  
19 place of business located at 810 7<sup>th</sup> Avenue, New York, New York 10019.

20           11.      Upon information and belief, Knology, Inc. (“Knology”) is a corporation  
21 organized and existing under the laws of the State of Delaware, with its principal place of  
22 business located at 1241 O.G. Skinner Drive, West Point, Georgia 31833.

23           12.      Upon information and belief, Mediacom Communications Corporation  
24 (“Mediacom”) is a corporation organized and existing under the laws of the State of Delaware,  
25 with its principal place of business located at 100 Crystal Run Road, Middletown, New York  
26 10941.

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28

1 13. Upon information and belief, RCN Telecom Services, LLC ("RCN") is a limited  
2 liability company organized and existing under the laws of the State of Delaware, with its  
3 principal place of business located at 196 Van Buren Street, Suite 300, Herndon, Virginia 20170.  
4

5 **JURISDICTION AND VENUE**

6 14. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et*  
7 *seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter  
8 jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

9 15. The Court has personal jurisdiction over each Defendant because: each Defendant  
10 is present within or has minimum contacts with the State of California and the Central District of  
11 California; each Defendant has purposefully availed itself of the privileges of conducting business  
12 in the State of California and in the Central District of California; each Defendant has sought  
13 protection and benefit from the laws of the State of California; each Defendant regularly conducts  
14 business within the State of California and within the Central District of California; and  
15 Plaintiff's causes of action arise directly from Defendants' business contacts and other activities  
16 in the State of California and in the Central District of California.

17 16. More specifically, each Defendant, directly and/or through authorized  
18 intermediaries, ships, distributes, offers for sale, sells, and/or advertises (including the provision  
19 of an interactive web page) its products and services in the United States, the State of California,  
20 and the Central District of California. Upon information and belief, each Defendant has  
21 committed patent infringement in the State of California and in the Central District of California  
22 and/or has contributed to patent infringement in the State of California and in the Central District  
23 of California. Each Defendant solicits customers in the State of California and in the Central  
24 District of California. Each Defendant has many paying customers who are residents of the State  
25 of California and the Central District of California and who each use each of the respective  
26 Defendant's products and services in the State of California and in the Central District of  
27 California.

1 17. Venue is proper in the Central District of California pursuant to 28 U.S.C. §§ 1391  
2 and 1400(b).

3 **COUNT I – PATENT INFRINGEMENT**

4 18. The '585 patent was duly and legally issued by the United States Patent and  
5 Trademark Office on December 12, 1995, after full and fair examination for systems and methods  
6 for purchasing products over a network. Plaintiff is the exclusive licensee of the '585 patent with  
7 respect to the Defendants, and possesses all rights of recovery under the '585 patent with respect  
8 to the Defendants, including the right to sue for infringement and recover past damages.

9 19. The '400 patent was duly and legally issued by the United States Patent and  
10 Trademark Office on June 12, 2001, after full and fair examination for systems for transactional  
11 system terminals. Plaintiff is the exclusive licensee of the '400 patent with respect to the  
12 Defendants, and possesses all rights of recovery under the '400 patent with respect to the  
13 Defendants, including the right to sue for infringement and recover past damages.

14 20. Plaintiff is informed and believes that Atlantic owns, operates, advertises, controls,  
15 sells, and otherwise provides hardware and systems for “on demand video services” including via  
16 the Atlantic On Demand and Pay-per-View services (“the Atlantic services”) accessible through  
17 set-top cable boxes provided by Atlantic (“the Atlantic devices”). Upon information and belief,  
18 Atlantic has infringed and continues to infringe one or more claims of the '585 patent by making,  
19 using, providing, offering to sell, and selling (directly or through intermediaries), in this district  
20 and elsewhere in the United States, systems and methods for purchasing products and services  
21 and processing corresponding financial transactions, including via the Atlantic services. Upon  
22 information and belief, Atlantic has infringed and continues to infringe one or more claims of the  
23 '400 patent by making, using, providing, offering to sell, and selling (directly or through  
24 intermediaries), in this district and elsewhere in the United States, systems and methods for  
25 remotely selecting and receiving desired programming selections, including via the Atlantic  
26 devices. More particularly, Plaintiff is informed and believes that Atlantic has and/or requires  
27 and/or directs users to access and/or view and/or purchase products from a remote programming  
28 system at the Atlantic service via a cable set-top box in a manner claimed in the patents-in-suit.

1 Upon information and belief, Atlantic has also contributed to the infringement of one or more  
2 claims of the patents-in-suit by providing to users in this district and elsewhere in the United  
3 States, via the Atlantic services and the Atlantic devices and when Atlantic knew or should have  
4 known of the patents-in-suit, hardware and software only useful for permitting users to purchase  
5 products and services from a plurality of available products and services and for processing  
6 corresponding financial transactions in real-time in a manner claimed by one or more claims of  
7 the patents-in-suit.

8 21. Plaintiff is informed and believes that Bright House owns, operates, advertises,  
9 controls, sells, and otherwise provides hardware and systems for “on demand video services”  
10 including via the Bright House On Demand and Pay-per-View services (“the Bright House  
11 services”) accessible through set-top cable boxes provided by Bright House (“the Bright House  
12 devices”). Upon information and belief, Bright House has infringed and continues to infringe one  
13 or more claims of the ’585 patent by making, using, providing, offering to sell, and selling  
14 (directly or through intermediaries), in this district and elsewhere in the United States, systems  
15 and methods for purchasing products and services and processing corresponding financial  
16 transactions, including via the Bright House services. Upon information and belief, Bright House  
17 has infringed and continues to infringe one or more claims of the ’400 patent by making, using,  
18 providing, offering to sell, and selling (directly or through intermediaries), in this district and  
19 elsewhere in the United States, systems and methods for remotely selecting and receiving desired  
20 programming selections, including via the Bright House devices. More particularly, Plaintiff is  
21 informed and believes that Bright House has and/or requires and/or directs users to access and/or  
22 view and/or purchase products from a remote programming system at the Bright House service  
23 via a cable set-top box in a manner claimed in the patents-in-suit. Upon information and belief,  
24 Bright House has also contributed to the infringement of one or more claims of the patents-in-suit  
25 by providing to users in this district and elsewhere in the United States, via the Bright House  
26 services and the Bright House devices and when Bright House knew or should have known of the  
27 patents-in-suit, hardware and software only useful for permitting users to purchase products and  
28 services from a plurality of available products and services and for processing corresponding

1 financial transactions in real-time in a manner claimed by one or more claims of the patents-in-  
2 suit.

3 22. Plaintiff is informed and believes that Cable One owns, operates, advertises,  
4 controls, sells, and otherwise provides hardware and systems for “on demand video services”  
5 including via the Cable One Pay-per-View services (“the Cable One services”) accessible through  
6 set-top cable boxes provided by Cable One (“the Cable One devices”). Upon information and  
7 belief, Cable One has infringed and continues to infringe one or more claims of the ’585 patent by  
8 making, using, providing, offering to sell, and selling (directly or through intermediaries), in this  
9 district and elsewhere in the United States, systems and methods for purchasing products and  
10 services and processing corresponding financial transactions, including via the Cable One  
11 services. Upon information and belief, Cable One has infringed and continues to infringe one or  
12 more claims of the ’400 patent by making, using, providing, offering to sell, and selling (directly  
13 or through intermediaries), in this district and elsewhere in the United States, systems and  
14 methods for remotely selecting and receiving desired programming selections, including via the  
15 Cable One devices. More particularly, Plaintiff is informed and believes that Cable One has  
16 and/or requires and/or directs users to access and/or view and/or purchase products from a remote  
17 programming system at the Cable One service via a cable set-top box in a manner claimed in the  
18 patents-in-suit. Upon information and belief, Cable One has also contributed to the infringement  
19 of one or more claims of the patents-in-suit by providing to users in this district and elsewhere in  
20 the United States, via the Cable One services and the Cable One devices and when Cable One  
21 knew or should have known of the patents-in-suit, hardware and software only useful for  
22 permitting users to purchase products and services from a plurality of available products and  
23 services and for processing corresponding financial transactions in real-time in a manner claimed  
24 by one or more claims of the patents-in-suit.

25 23. Plaintiff is informed and believes that Cequel owns, operates, advertises, controls,  
26 sells, and otherwise provides hardware and systems through its subsidiaries, and branded as  
27 “Suddenlink” for “on demand video services” including via the Cequel SuddenLink On Demand  
28 services (“the Cequel services”) accessible through set-top cable boxes provided by Cequel (“the

1 Cequel devices”). Upon information and belief, Cequel has infringed and continues to infringe  
2 one or more claims of the ’585 patent by making, using, providing, offering to sell, and selling  
3 (directly or through intermediaries), in this district and elsewhere in the United States, systems  
4 and methods for purchasing products and services and processing corresponding financial  
5 transactions, including via the Cequel services. Upon information and belief, Cequel has  
6 infringed and continues to infringe one or more claims of the ’400 patent by making, using,  
7 providing, offering to sell, and selling (directly or through intermediaries), in this district and  
8 elsewhere in the United States, systems and methods for remotely selecting and receiving desired  
9 programming selections, including via the Cequel devices. More particularly, Plaintiff is  
10 informed and believes that Cequel has and/or requires and/or directs users to access and/or view  
11 and/or purchase products from a remote programming system at the Cequel service via a cable  
12 set-top box in a manner claimed in the patents-in-suit. Upon information and belief, Cequel has  
13 also contributed to the infringement of one or more claims of the patents-in-suit by providing to  
14 users in this district and elsewhere in the United States, via the Cequel services and the Cequel  
15 devices and when Cequel knew or should have known of the patents-in-suit, hardware and  
16 software only useful for permitting users to purchase products and services from a plurality of  
17 available products and services and for processing corresponding financial transactions in real-  
18 time in a manner claimed by one or more claims of the patents-in-suit.

19 24. Plaintiff is informed and believes that CSC owns, operates, advertises, controls,  
20 sells, and otherwise provides hardware and systems for “on demand video services” including via  
21 the CSC Optimum On Demand services (“the CSC services”) accessible through set-top cable  
22 boxes provided by CSC (“the CSC devices”). Upon information and belief, CSC has infringed  
23 and continues to infringe one or more claims of the ’585 patent by making, using, providing,  
24 offering to sell, and selling (directly or through intermediaries), in this district and elsewhere in  
25 the United States, systems and methods for purchasing products and services and processing  
26 corresponding financial transactions, including via the CSC services. Upon information and  
27 belief, CSC has infringed and continues to infringe one or more claims of the ’400 patent by  
28 making, using, providing, offering to sell, and selling (directly or through intermediaries), in this



1 district and elsewhere in the United States, systems and methods for remotely selecting and  
2 receiving desired programming selections, including via the CSC devices. More particularly,  
3 Plaintiff is informed and believes that CSC has and/or requires and/or directs users to access  
4 and/or view and/or purchase products from a remote programming system at the CSC service via  
5 a cable set-top box in a manner claimed in the patents-in-suit. Upon information and belief, CSC  
6 has also contributed to the infringement of one or more claims of the patents-in-suit by providing  
7 to users in this district and elsewhere in the United States, via the CSC services and the CSC  
8 devices and when CSC knew or should have known of the patents-in-suit, hardware and software  
9 only useful for permitting users to purchase products and services from a plurality of available  
10 products and services and for processing corresponding financial transactions in real-time in a  
11 manner claimed by one or more claims of the patents-in-suit.

12 25. Plaintiff is informed and believes that Dish owns, operates, advertises, controls,  
13 sells, and otherwise provides hardware and systems for “on demand video services” including via  
14 the Dish On Demand and Dish Broadband Video on Demand services (“the Dish services”)  
15 accessible through set-top cable boxes provided by Dish (“the Dish devices”). Upon information  
16 and belief, Dish has infringed and continues to infringe one or more claims of the ’585 patent by  
17 making, using, providing, offering to sell, and selling (directly or through intermediaries), in this  
18 district and elsewhere in the United States, systems and methods for purchasing products and  
19 services and processing corresponding financial transactions, including via the Dish services.  
20 Upon information and belief, Dish has infringed and continues to infringe one or more claims of  
21 the ’400 patent by making, using, providing, offering to sell, and selling (directly or through  
22 intermediaries), in this district and elsewhere in the United States, systems and methods for  
23 remotely selecting and receiving desired programming selections, including via the Dish devices.  
24 More particularly, Plaintiff is informed and believes that Dish has and/or requires and/or directs  
25 users to access and/or view and/or purchase products from a remote programming system at the  
26 Dish service via a cable set-top box in a manner claimed in the patents-in-suit. Upon information  
27 and belief, Dish has also contributed to the infringement of one or more claims of the patents-in-  
28 suit by providing to users in this district and elsewhere in the United States, via the Dish services

1 and the Dish devices and when Dish knew or should have known of the patents-in-suit, hardware  
2 and software only useful for permitting users to purchase products and services from a plurality of  
3 available products and services and for processing corresponding financial transactions in real-  
4 time in a manner claimed by one or more claims of the patents-in-suit.

5 26. Plaintiff is informed and believes that GCI owns, operates, advertises, controls,  
6 sells, and otherwise provides hardware and systems for “on demand video services” including via  
7 the GCI On Demand services (“the GCI services”) accessible through set-top cable boxes  
8 provided by GCI (“the GCI devices”). Upon information and belief, GCI has infringed and  
9 continues to infringe one or more claims of the ’585 patent by making, using, providing, offering  
10 to sell, and selling (directly or through intermediaries), in this district and elsewhere in the United  
11 States, systems and methods for purchasing products and services and processing corresponding  
12 financial transactions, including via the GCI services. Upon information and belief, GCI has  
13 infringed and continues to infringe one or more claims of the ’400 patent by making, using,  
14 providing, offering to sell, and selling (directly or through intermediaries), in this district and  
15 elsewhere in the United States, systems and methods for remotely selecting and receiving desired  
16 programming selections, including via the GCI devices. More particularly, Plaintiff is informed  
17 and believes that GCI has and/or requires and/or directs users to access and/or view and/or  
18 purchase products from a remote programming system at the GCI service via a cable set-top box  
19 in a manner claimed in the patents-in-suit. Upon information and belief, GCI has also contributed  
20 to the infringement of one or more claims of the patents-in-suit by providing to users in this  
21 district and elsewhere in the United States, via the GCI services and the GCI devices and when  
22 GCI knew or should have known of the patents-in-suit, hardware and software only useful for  
23 permitting users to purchase products and services from a plurality of available products and  
24 services and for processing corresponding financial transactions in real-time in a manner claimed  
25 by one or more claims of the patents-in-suit.

26 27. Plaintiff is informed and believes that Insight owns, operates, advertises, controls,  
27 sells, and otherwise provides hardware and systems for “on demand video services” including via  
28 the Insight On Demand services (“the Insight services”) accessible through set-top cable boxes

1 provided by Insight (“the Insight devices”). Upon information and belief, Insight has infringed  
2 and continues to infringe one or more claims of the ’585 patent by making, using, providing,  
3 offering to sell, and selling (directly or through intermediaries), in this district and elsewhere in  
4 the United States, systems and methods for purchasing products and services and processing  
5 corresponding financial transactions, including via the Insight services. Upon information and  
6 belief, Insight has infringed and continues to infringe one or more claims of the ’400 patent by  
7 making, using, providing, offering to sell, and selling (directly or through intermediaries), in this  
8 district and elsewhere in the United States, systems and methods for remotely selecting and  
9 receiving desired programming selections, including via the Insight devices. More particularly,  
10 Plaintiff is informed and believes that Insight has and/or requires and/or directs users to access  
11 and/or view and/or purchase products from a remote programming system at the Insight service  
12 via a cable set-top box in a manner claimed in the patents-in-suit. Upon information and belief,  
13 Insight has also contributed to the infringement of one or more claims of the patents-in-suit by  
14 providing to users in this district and elsewhere in the United States, via the Insight services and  
15 the Insight devices and when Insight knew or should have known of the patents-in-suit, hardware  
16 and software only useful for permitting users to purchase products and services from a plurality of  
17 available products and services and for processing corresponding financial transactions in real-  
18 time in a manner claimed by one or more claims of the patents-in-suit.

19 28. Plaintiff is informed and believes that Knology owns, operates, advertises,  
20 controls, sells, and otherwise provides hardware and systems for “on demand video services”  
21 including via the Knology On Demand and Pay-per-View services (“the Knology services”)  
22 accessible through set-top cable boxes provided by Knology (“the Knology devices”). Upon  
23 information and belief, Knology has infringed and continues to infringe one or more claims of the  
24 ’585 patent by making, using, providing, offering to sell, and selling (directly or through  
25 intermediaries), in this district and elsewhere in the United States, systems and methods for  
26 purchasing products and services and processing corresponding financial transactions, including  
27 via the Knology services. Upon information and belief, Knology has infringed and continues to  
28 infringe one or more claims of the ’400 patent by making, using, providing, offering to sell, and

1 selling (directly or through intermediaries), in this district and elsewhere in the United States,  
2 systems and methods for remotely selecting and receiving desired programming selections,  
3 including via the Knology devices. More particularly, Plaintiff is informed and believes that  
4 Knology has and/or requires and/or directs users to access and/or view and/or purchase products  
5 from a remote programming system at the Knology service via a cable set-top box in a manner  
6 claimed in the patents-in-suit. Upon information and belief, Knology has also contributed to the  
7 infringement of one or more claims of the patents-in-suit by providing to users in this district and  
8 elsewhere in the United States, via the Knology services and the Knology devices and when  
9 Knology knew or should have known of the patents-in-suit, hardware and software only useful for  
10 permitting users to purchase products and services from a plurality of available products and  
11 services and for processing corresponding financial transactions in real-time in a manner claimed  
12 by one or more claims of the patents-in-suit.

13 29. Plaintiff is informed and believes that Mediacom owns, operates, advertises,  
14 controls, sells, and otherwise provides hardware and systems for “on demand video services”  
15 including via the Mediacom On Demand services (“the Mediacom services”) accessible through  
16 set-top cable boxes provided by Mediacom (“the Mediacom devices”). Upon information and  
17 belief, Mediacom has infringed and continues to infringe one or more claims of the ’585 patent by  
18 making, using, providing, offering to sell, and selling (directly or through intermediaries), in this  
19 district and elsewhere in the United States, systems and methods for purchasing products and  
20 services and processing corresponding financial transactions, including via the Mediacom  
21 services. Upon information and belief, Mediacom has infringed and continues to infringe one or  
22 more claims of the ’400 patent by making, using, providing, offering to sell, and selling (directly  
23 or through intermediaries), in this district and elsewhere in the United States, systems and  
24 methods for remotely selecting and receiving desired programming selections, including via the  
25 Mediacom devices. More particularly, Plaintiff is informed and believes that Mediacom has  
26 and/or requires and/or directs users to access and/or view and/or purchase products from a remote  
27 programming system at the Mediacom service via a cable set-top box in a manner claimed in the  
28 patents-in-suit. Upon information and belief, Mediacom has also contributed to the infringement

1 of one or more claims of the patents-in-suit by providing to users in this district and elsewhere in  
2 the United States, via the Mediacom services and the Mediacom devices and when Mediacom  
3 knew or should have known of the patents-in-suit, hardware and software only useful for  
4 permitting users to purchase products and services from a plurality of available products and  
5 services and for processing corresponding financial transactions in real-time in a manner claimed  
6 by one or more claims of the patents-in-suit.

7 30. Plaintiff is informed and believes that RCN owns, operates, advertises, controls,  
8 sells, and otherwise provides hardware and systems for “on demand video services” including via  
9 the RCN On Demand services (“the RCN services”) accessible through set-top cable boxes  
10 provided by RCN (“the RCN devices”). Upon information and belief, RCN has infringed and  
11 continues to infringe one or more claims of the ’585 patent by making, using, providing, offering  
12 to sell, and selling (directly or through intermediaries), in this district and elsewhere in the United  
13 States, systems and methods for purchasing products and services and processing corresponding  
14 financial transactions, including via the RCN services. Upon information and belief, RCN has  
15 infringed and continues to infringe one or more claims of the ’400 patent by making, using,  
16 providing, offering to sell, and selling (directly or through intermediaries), in this district and  
17 elsewhere in the United States, systems and methods for remotely selecting and receiving desired  
18 programming selections, including via the RCN devices. More particularly, Plaintiff is informed  
19 and believes that RCN has and/or requires and/or directs users to access and/or view and/or  
20 purchase products from a remote programming system at the RCN service via a cable set-top box  
21 in a manner claimed in the patents-in-suit. Upon information and belief, RCN has also  
22 contributed to the infringement of one or more claims of the patents-in-suit by providing to users  
23 in this district and elsewhere in the United States, via the RCN services and the RCN devices and  
24 when RCN knew or should have known of the patents-in-suit, hardware and software only useful  
25 for permitting users to purchase products and services from a plurality of available products and  
26 services and for processing corresponding financial transactions in real-time in a manner claimed  
27 by one or more claims of the patents-in-suit.

28

1 31. Each Defendant’s aforesaid activities have been without authority and/or license  
2 from Plaintiff.

3 32. Plaintiff is entitled to recover from the Defendants the damages sustained by  
4 Plaintiff as a result of the Defendants’ wrongful acts in an amount subject to proof at trial, which,  
5 by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this  
6 Court under 35 U.S.C. § 284.

7 33. Defendants’ infringement of Plaintiff’s exclusive rights under the ’585 patent and  
8 the ’400 patent will continue to damage Plaintiff, causing irreparable harm for which there is no  
9 adequate remedy at law, unless enjoined by this Court.

10 **JURY DEMAND**

11 34. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of  
12 Civil Procedure.

13 **PRAYER FOR RELIEF**

14 Plaintiff respectfully requests that the Court find in its favor and against Defendants, and  
15 that the Court grant Plaintiff the following relief:

- 16 A. An adjudication that one or more claims of the ’585 patent have been infringed,  
17 either literally and/or under the doctrine of equivalents, by one or more Defendants  
18 and/or by others to whose infringement Defendants have contributed;
- 19 B. An adjudication that one or more claims of the ’400 patent have been infringed,  
20 either literally and/or under the doctrine of equivalents, by one or more Defendants  
21 and/or by others to whose infringement Defendants have contributed;
- 22 C. An award to Plaintiff of damages adequate to compensate Plaintiff for the  
23 Defendants’ acts of infringement together with pre-judgment and post-judgment  
24 interest;
- 25 D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the  
26 Defendants from further acts of (1) infringement and (2) contributory infringement  
27 with respect to the claims of the ’585 patent and the ’400 patent;

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E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. §285; and  
F. Any further relief that this Court deems just and proper.

Respectfully submitted,  
**WHITE FIELD, INC.**



Dated: January 20, 2011

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Steven W. Ritcheson,  
Attorney for Plaintiff  
Olympic Developments AG, LLC