

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

WI-LAN INC.,	§	
	§	
Plaintiff,	§	Civil Action No. 6:10-cv-521-LED
	§	Civil Action No. 6:13-cv-252-LED
v.	§	CASES CONSOLIDATED FOR
	§	TRIAL
ALCATEL-LUCENT USA INC.; <i>et al.</i> ,	§	
	§	JURY TRIAL DEMANDED
Defendants.	§	
	§	

ORDER ENTERING PARTIAL FINAL JUDGMENT PURSUANT TO FRCP 54(b)

Before the Court is the Unopposed Joint Motion for Entry of Partial Final Judgment Under Rule 54(b) filed by Plaintiff Wi-LAN Inc. (“Wi-LAN”) and Defendants Telefonaktiebolaget LM Ericsson, Ericsson Inc. (“Ericsson”), Sony Mobile Communications AB, and Sony Mobile Communications (USA) Inc. (“Sony Mobile”) (collectively, “Movants”). (Dkt. No. 6; 2.)

Wi-LAN filed a Complaint on October 5, 2010, alleging infringement by Ericsson and Sony Mobile of four United States Patents. (Dkt. No. 1.) Ericsson and Sony Mobile counterclaimed against Wi-LAN for breach of contract on the basis of an alleged covenant not to sue¹ and a most-favored licensee clause contained in a Patent and Conflict Resolution Agreement (“PCR Agreement”) between Wi-LAN and each of Ericsson and Sony Mobile. (Dkt. Nos. 250, 251, 253, 254.) Wi-LAN, Ericsson, and Sony Mobile filed various motions for summary judgment, as well as supplements to those motions, seeking an interpretation of the PCR Agreement. (Dkt. Nos. 171, 172, 181, 275, 276.) On June 4, 2013, the Court issued an Order

¹ Ericsson and Sony Mobile each also raised an affirmative defense setting forth essentially the same matter contained in the breach of contract counterclaim.

granting Plaintiff's Motion for Partial Summary Judgment and denying Ericsson and Sony Mobile's Motions for Summary Judgment. (Dkt. No. 410.) The Court ruled that "the current suit is not barred by the PCR Agreements" and that "Wi-Lan is not obligated to grant Defendants such a license to the patents-in-suit." (Dkt. No. 410 at 7, 8.)

The Court expressly **FINDS** that its summary judgment Order (Dkt. No. 410) has fully disposed of Ericsson's and Sony Mobile's counterclaims regarding the PCR Agreements. In addition, the Court expressly **FINDS** that there is no just reason for delaying entry of separate and immediately appealable final judgment as to those counterclaims pursuant to Fed. R. Civ. P. 54(b).

Having considered the papers and for good cause shown, therefore, the Court **GRANTS** Movants' Unopposed Joint Motion for Entry of Partial Final Judgment Under Rule 54(b).

So ORDERED and SIGNED this 20th day of September, 2013.

A handwritten signature in black ink, appearing to read 'Leonard Davis', written over a horizontal line.

LEONARD DAVIS
UNITED STATES DISTRICT JUDGE