

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

WI-LAN INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
ALCATEL-LUCENT USA INC.;	§	
TELEFONAKTIEBOLAGET LM	§	Civil Action No. 6:10-cv-521-LED
ERICSSON; ERICSSON INC.; SONY	§	
ERICSSON MOBILE COMMUNICATIONS	§	JURY TRIAL DEMANDED
AB; SONY ERICSSON MOBILE	§	
COMMUNICATIONS (USA) INC.; HTC	§	
CORPORATION; HTC AMERICA, INC.;	§	
EXEDEA INC.; LG ELECTRONICS, INC.;	§	
LG ELECTRONICS MOBILECOMM U.S.A.,	§	
INC.; LG ELECTRONICS U.S.A., INC.	§	
	§	
Defendants.	§	
	§	

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**WI-LAN INC.’S REPLY TO DEFENDANT SONY ERICSSON MOBILE  
COMMUNICATIONS AB’S ANSWER AND COUNTERCLAIMS TO  
PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff Wi-LAN Inc. (“Wi-LAN”) hereby replies to the numbered paragraphs of the Counterclaims of Defendant Sony Ericsson Mobile Communications AB (“SEAB”) as follows:

Wi-LAN reasserts and incorporates by reference herein its allegations set forth in paragraphs 1-68 of its original Complaint.

1. Wi-LAN admits that SEAB is a corporation organized and existing under the laws of Sweden having its principal place of business at Nya Vattentorget, Lund, Sweden SE-221 88.
2. Wi-LAN admits that it is a corporation organized under the laws of Canada with its principal place of business at 11 Holland Ave., Suite 608, Ottawa, Ontario, Canada.

3. Wi-LAN admits that the Court has subject-matter jurisdiction over SEAB's Counterclaims.

#### **BREACH OF CONTRACT**

4. Wi-LAN admits Wi-LAN and SEAB executed a Patent and Conflict Resolution Agreement having an effective date of November 1, 2007. Wi-LAN denies the remaining allegations of paragraph 4 of SEAB's Counterclaims.

5. Wi-LAN denies the allegations of paragraph 5 of SEAB's Counterclaims.

6. Wi-LAN admits SEAB has performed at least one duty under the Patent and Conflict Resolution Agreement, but denies the remaining allegations of paragraph 6 of SEAB's Counterclaims.

7. Wi-LAN denies the allegations of paragraph 7 of SEAB's Counterclaims.

#### **NON-INFRINGEMENT AND INVALIDITY OF THE '819 PATENT**

8. Wi-LAN admits the allegations of paragraph 8 of SEAB's Counterclaims.

9. Wi-LAN admits the allegations of paragraph 9 of SEAB's Counterclaims.

10. Wi-LAN denies the allegations of paragraph 10 of SEAB's Counterclaims.

11. Wi-LAN denies the allegations of paragraph 11 of SEAB's Counterclaims.

#### **NON-INFRINGEMENT AND INVALIDITY OF THE '211 PATENT**

12. Wi-LAN admits the allegations of paragraph 12 of SEAB's Counterclaims.

13. Wi-LAN admits the allegations of paragraph 13 of SEAB's Counterclaims.

14. Wi-LAN denies the allegations of paragraph 14 of SEAB's Counterclaims.

15. Wi-LAN denies the allegations of paragraph 15 of SEAB's Counterclaims.

#### **REPLY TO PRAYER FOR RELIEF**

To the extent a reply is necessary, Wi-LAN denies that SEAB is entitled to any of the relief requested in its Prayer for Relief.

**WI-LAN'S PRAYER FOR RELIEF**

In view of the foregoing, Wi-LAN respectfully requests the following relief:

- A. An order dismissing with prejudice SEAB's Counterclaims;
- B. An order finding Wi-LAN has not breached the Patent and Conflict Resolution agreement executed by SEAB and Wi-LAN and that SEAB has not suffered any actual damages;
- C. SEAB's prayer for attorney's fees and costs be denied;
- D. Judgment be entered in favor of Wi-LAN that each of the claims of the '819, and '211 patents is valid and infringed;
- E. An order declaring that this is an exceptional case and awarding Wi-LAN its costs, expenses, and reasonable attorney fees under 35 U.S.C. § 285 and all other applicable statutes, rules, and common law, including all such laws governing contracts in the State of New York; and
- F. The Court award Wi-LAN the relief sought in its original Complaint.

Dated: February 17, 2011

Respectfully submitted,

By: /s/ David B. Weaver w/permission Wesley Hill

Johnny Ward  
Texas State Bar No. 00794818  
Wesley Hill  
Texas State Bar No. 24032294  
WARD & SMITH LAW FIRM  
111 W. Tyler Street  
Longview, TX 75601  
Tel: (903) 757-6400  
Fax: (903-757-2323  
[jw@wsfirm.com](mailto:jw@wsfirm.com)  
[wh@wsfirm.com](mailto:wh@wsfirm.com)

David B. Weaver – LEAD ATTORNEY  
Texas State Bar No. 00798576  
David D. Hornberger  
Texas State Bar No. 24055686  
VINSON & ELKINS LLP  
2801 Via Fortuna, Suite 100  
Austin, TX 78746  
Tel: (512) 542-8400  
Fax: (512)236-3476  
[dweaver@velaw.com](mailto:dweaver@velaw.com)  
[dhornberger@velaw.com](mailto:dhornberger@velaw.com)

Chuck P. Ebertin  
California State Bar No. 161374  
VINSON & ELKINS LLP  
525 University Avenue, Suite 410  
Palo Alto, CA 94301-1918  
Tel: (650) 687-8204  
Fax: (650) 618-8508  
[cebertain@velaw.com](mailto:cebertain@velaw.com)

*Attorneys for Plaintiff, Wi-LAN Inc.*

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). All other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email and/or fax, on this the 17th day of February, 2011.

/s/ Wesley Hill

Wesley Hill