

**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 FIRST AMENDED 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 denies the 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: September 19, 2011

Respectfully submitted,

By: /s/ David B. Weaver

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**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 19th day of September, 2011.

*/s/ David B. Weaver*

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David B. Weaver