

**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	§	
MOBILE COMMUNICATIONS AB; SONY	§	JURY TRIAL DEMANDED
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.	§	

**WI-LAN INC.’S UNOPPOSED MOTION TO COMPEL PRODUCTION OF LICENSE AGREEMENTS FROM HTC CORPORATION, HTC AMERICA, AND EXEDEA INC.**

Wi-LAN Inc. (“Wi-LAN”) brings this motion to compel production of certain license agreements that HTC Corporation, HTC America, and Exedea Inc. (collectively, “HTC”) have not produced on the basis of third-party confidentiality obligations. HTC does not oppose this motion.

A defendant’s relevant patent licenses may be relevant to damages issues in this case. Defendant HTC has produced some, but not all, such licenses to which it is a party. On June 28, 2012, the parties conducted a meet-and-confer to discuss the status of HTC’s production of licenses related to cellular communications technology (“HTC licenses”). Counsel for HTC informed Wi-LAN that some HTC licenses contain provisions prohibiting disclosure to third parties without either (1) consent of the other party or (2) a specific court order. Counsel for

HTC further explained that HTC had requested consent from the relevant parties for all licenses that require consent, but that consent had not been obtained for all such licenses. In a July 6, 2012 letter to Wi-LAN, HTC's counsel identified seventeen licenses (or groups of related licenses) for which consent had not been obtained and confirmed that HTC will not produce those license agreements "without third-party consent or an appropriate court order." (*See* Exhibit A to Declaration of Ajeet P. Pai, attached hereto.) Consent was later obtained by HTC to produce two of the seventeen licenses or groups of licenses, leaving approximately fifteen withheld licenses or groups of licenses at issue.

Given the stage of discovery and impending deadlines set by the Court's Docket Control Order—including the August 24, 2012 deadline for expert disclosures and upcoming depositions concerning licensing and damages topics—Wi-LAN cannot continue to wait for additional third parties to provide consent. Moreover, HTC cannot guarantee that third parties who have thus far failed to consent to production of relevant licenses will provide consent in the near future, if ever. Such licenses may be produced subject to the Protective Order (Dkt. No. 145) entered in this case, which will provide adequate protection of any third-party confidential information.

Wi-LAN therefore respectfully requests that the Court order HTC to promptly produce each license agreement identified in HTC's July 6, 2012 letter to Wi-LAN that has not already been produced.

Finally, Counsel for HTC informed Wi-LAN that HTC is determining whether it has entered into any additional patent licenses relevant to cellular communications technology since the date of its previous collection of licenses. Counsel for HTC was unable to confirm that, to the extent consent is required to produce any such additional licenses, such consent would be granted. Accordingly, to avoid the need for a subsequent Motion to Compel on same issue

currently before the Court, Wi-LAN respectfully requests that the Court also order HTC to produce such any such potentially relevant patent license which HTC locates but cannot produce absent a court order or third-party consent.

Dated: July 12, 2012

Respectfully submitted,

By: /s/ Ajeet P. Pai

**Local Counsel**

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

David B. Weaver (TX Bar No. 00798576)  
Lead Attorney  
Michael A. Valek (TX Bar No. 24044028)  
Avelyn M. Ross (TX Bar No. 24027817)  
Ajeet P. Pai (TX Bar No. 24060376)  
Syed K. Fareed (TX Bar No. 24065216)  
Jeffrey T. Han (TX Bar No. 24069870)  
Seth A. Lindner (TX Bar No. 24078862)  
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)  
[mvalek@velaw.com](mailto:mvalek@velaw.com)  
[aross@velaw.com](mailto:aross@velaw.com)  
[apai@velaw.com](mailto:apai@velaw.com)  
[sfareed@velaw.com](mailto:sfareed@velaw.com)  
[jhan@velaw.com](mailto:jhan@velaw.com)  
[slindner@velaw.com](mailto:slindner@velaw.com)  
[Wi-LAN@velaw.com](mailto:Wi-LAN@velaw.com)

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

*Attorneys for Plaintiff, Wi-LAN Inc.*

**CERTIFICATE OF CONFERENCE**

Pursuant to Local Rule CV-7(h), counsel for movant Wi-LAN and defendant HTC conferred via telephone on June 28, 2012 and July 11, 2012, and HTC does not oppose the relief requested herein.

*/s/ Ajeet P. Pai*

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Ajeet P. Pai

**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 12<sup>th</sup> day of July, 2012.

*/s/ Ajeet P. Pai*

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Ajeet P. Pai