

**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.	§	

**DECLARATION OF AJEET P. PAI IN SUPPORT OF  
WI-LAN INC.'S UNOPPOSED MOTION TO COMPEL PRODUCTION OF LICENSE  
AGREEMENTS FROM HTC CORPORATION, HTC AMERICA, AND EXEDEA INC.**

I, Ajeet P. Pai, declare as follows:

1. I am an attorney with the law firm Vinson & Elkins LLP, counsel of record for Plaintiff Wi-LAN, Inc. in this lawsuit. I am over the age of eighteen years, of sound mind, and am competent in all respects to make this Declaration. I have personal knowledge of the facts set forth herein.

2. On June 28, 2012, lead and local counsel for Wi-LAN and the HTC defendants met and conferred by telephone regarding several issues, including HTC's production of licenses related to cellular communications technology.

3. Counsel for HTC informed counsel for Wi-LAN that certain HTC licenses contain provisions prohibiting disclosure absent consent of the other party to the license or a court order, and that consent has been sought by HTC but not received for all such licenses.

4. In a July 6, 2012 letter to Wi-LAN, attached hereto as Exhibit A, counsel for HTC identified approximately seventeen licenses (or groups of related licenses) for which consent to produce had not been granted. The letter confirmed that HTC would not produce those licenses “without third-party consent or an appropriate court order.”

5. On July 10, 2012, counsel for HTC informed counsel for Wi-LAN via e-mail that HTC had obtained consent to produce two of the seventeen licenses or groups of licenses identified in the July 6 letter.

6. During the June 28, 2012 meet and confer, counsel for HTC noted that it was determining whether HTC had entered into any additional relevant licenses since the date licenses were previously collected. As of July 11, 2012, counsel for HTC has been unable to confirm that, to the extent consent or an appropriate court order is required for production of any such additional licenses, such consent will be granted by the other party to the license.

Pursuant to 28 U.S.C. § 1746, I declare, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

Dated: July 12, 2012

/s/ Ajeet P. Pai  
Ajeet P. Pai