

EXHIBIT A

**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.	§	

**PLAINTIFF WI-LAN INC.'S DISCLOSURE OF ASSERTED CLAIMS AND
INFRINGEMENT CONTENTIONS PURSUANT TO PR 3-1**

Pursuant to Patent Rule 3-1, Plaintiff Wi-LAN Inc. (“Wi-LAN”) submits the following Disclosure of Asserted Claims and Infringement Contentions. This disclosure is based on publicly available information that describes or discusses relevant characteristics of the accused infringing products. Wi-LAN reserves the right to amend or supplement this disclosure based on additional information, including source code, obtained through formal discovery or other means concerning the accused products.

I. P.R. 3-1(a): Identification of Asserted Claims

Wi-LAN asserts the following four patents in this action, as shown below: U.S. Patent Nos. 6,088,326 (the “’326 patent”); 6,195,327 (the “’327 patent”); 6,222,819 (the “’819 patent”); and 6,381,211 (the “’211 patent”) (collectively, the “Asserted Patents”).

A. Defendant Alcatel-Lucent USA Inc. (“Alcatel-Lucent”)

Alcatel-Lucent infringes the following patent claims:

- The ’326 Patent: claims 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10;
- The ’327 Patent: claims 1, 2, 5, 6, 8, 10, 11, 12, 13, 15, 17, and 19; and
- The ’819 Patent: claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

Wi-LAN reserves the right to amend or supplement these disclosures in the event that discovery, including inspection of source code and other technical documents relating to Alcatel-Lucent’s Accused Instrumentalities, reveals additional evidence of infringement or that Alcatel-Lucent infringes additional claims of the Asserted Patents.

B. Defendants Telefonaktiebolaget LM Ericsson and Ericsson Inc. (collectively, “Ericsson”)

Ericsson infringes the following patent claims:

- The ’326 Patent: claims 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10;
- The ’327 Patent: claims 1, 2, 5, 6, 8, 10, 11, 12, 13, 15, 17, and 19; and

- The '819 Patent: claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

Wi-LAN reserves the right to amend or supplement these disclosures in the event that discovery, including inspection of source code and other technical documents relating to Ericsson's Accused Instrumentalities, reveals additional evidence of infringement or that Ericsson infringes additional claims of the Asserted Patents.

C. Defendants Sony Ericsson Mobile Communications AB and Sony Ericsson Mobile Communications (USA) Inc. (collectively, "Sony Ericsson")

Sony Ericsson infringes the following patent claims:

- The '819 Patent: claims 12, 13, 14, 15, 16, 17, 21, and 22; and
- The '211 Patent: claims 1, 2, 3, 4, and 5.

Wi-LAN reserves the right to amend or supplement these disclosures in the event that discovery, including inspection of source code and other technical documents relating to Sony Ericsson's Accused Instrumentalities, reveals additional evidence of infringement or that Sony Ericsson infringes additional claims of the Asserted Patents.

D. Defendants HTC Corporation, HTC America, Inc., and Exedea Inc. (collectively, "HTC")

HTC infringes the following patent claims:

- The '819 Patent: claims 12, 13, 14, 15, 16, 17, 21, and 22; and
- The '211 Patent: claims 1, 2, 3, 4, and 5.

Wi-LAN reserves the right to amend or supplement these disclosures in the event that discovery, including inspection of source code and other technical documents relating to HTC's Accused Instrumentalities, reveals additional evidence of infringement or that HTC infringes additional claims of the Asserted Patents.

II. P.R. 3-1(b): Accused Instrumentalities

The following Accused Instrumentalities infringe the asserted claims, as noted above.

A. Alcatel-Lucent

Products marketed by Alcatel-Lucent as complying with at least 3GPP rel. 5, et seq., HSDPA, HSUPA, or HSPA, including the following product lines: 9300 W-CDMA Node B Products; 9311 Macro Node B; 9326 Digital 2U Base Band Unit; 9360 Small Cell; 9926 Digital 2U Node B; and all other products which are reasonably similar in structure and/or operation.

B. Ericsson

Products marketed by Ericsson as complying with at least 3GPP rel. 5, et seq., HSDPA, HSUPA, or HSPA, including the following product lines: RBS-3000; RBS-6000; W30; W35; and all other products which are reasonably similar in structure and/or operation.

C. Sony Ericsson

Products marketed by Sony-Ericsson as complying with at least 3GPP rel. 5, et seq., HSDPA, HSUPA, or HSPA, including the following product lines: Vivaz; Xperia X10; Equinox; W518a; Satio; Xperia X2a; Xperia Pureness; Aino; Naite; and all other products which are reasonably similar in structure and/or operation.

D. HTC

Products marketed by HTC as complying with at least 3GPP rel. 5, et seq., HSDPA, HSUPA, or HSPA, including the following product lines: Aria; HD2; Imagio; Pure; Tilt 2; Touch Cruise; G1; G2; myTouch 3G; myTouch 3G Slide; Dash 3G; Freestyle; Inspire 4G; Surround; myTouch 4G; Touch Pro2; and all other products which are reasonably similar in structure and/or operation.

III. P.R. 3-1(c): Claim Charts

Attached hereto are the following Appendices, each of which includes claim charts identifying where each limitation of each asserted claim is found within the relevant Defendants'

Accused Instrumentalities:

Appendix	Defendant
A	Alcatel-Lucent
B	Ericsson
C	Sony Ericsson
D	HTC

Wi-LAN's analysis of Defendants' Accused Instrumentalities is based upon the information that has been made publicly available by Defendants and through Wi-LAN's own investigation of such publicly-available information. Defendants, however, provide limited or no publicly-available information identifying the name or showing the design, functionality, or architecture of many or all aspects of the Accused Instrumentalities. Plaintiff therefore reserves the right to amend or supplement this disclosure for any allowable reason following the discovery of confidential information, including source code.

IV. P.R. 3-1(d): Literal Infringement and Doctrine of Equivalents

Wi-LAN alleges that Defendants literally infringe all claims identified above and in the accompanying infringement charts. To the extent any differences are alleged to exist between the above-identified claims and Defendants' infringing products, such differences are insubstantial. As such, Defendants infringe under the doctrine of equivalents. Wi-LAN reserves the right to amend or supplement this disclosure for any allowable reason, including based on Defendants' disclosure of source code used by the Accused Instrumentalities and the production of other non-public technical documentation concerning the Accused Instrumentalities.

V. P.R. 3-1(e): Priority Dates

The priority for each claim of the Asserted Patents is provided below:

U.S. Patent No. 6,088,326 claims priority to an earlier-filed foreign application: United Kingdom patent application no. 9626567. This patent thus is entitled to a priority date of December 20, 1996.

U.S. Patent No. 6,195,327 claims priority to an earlier-filed foreign application: United Kingdom patent application no. 9626568. This patent thus is entitled to a priority date of December 20, 1996.

U.S. Patent No. 6,222,819 claims priority to an earlier-filed foreign application: United Kingdom patent application no. 9626566. This patent thus is entitled to a priority date of December 20, 1996.

U.S. Patent No. 6,381,211 claims priority to an earlier-filed foreign application: United Kingdom patent application no. 9626567. This patent thus is entitled to a priority date of December 20, 1996.

VI. P.R. 3-1(f): Reliance on Own Product or Service

Wi-LAN does not intend to “rely, for any purpose, on the assertion that its own apparatus, product, device, process, method, act, or other instrumentality practices the claimed invention.”

VII. Software or Source Code Limitations

Several limitations of the Asserted Claims likely are performed (in whole or in part) by software or source code, and Defendants do not make public the software or source code or other technical documents or specifications concerning the software or source code used by their Accused Instrumentalities. Accordingly, Wi-LAN has complied with P.R. 3-1 without the benefit of discovery of such confidential information. Wi-LAN reserves all rights to supplement, amend, or revise these Disclosures and the Appendices to this document subsequent to

Defendants' production of software or source code and/or other non-public technical information.

Dated: June 13, 2011

Respectfully submitted,

By: /s/ David B. Weaver

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was served on all counsel of record on the 13th day of June, 2011 by email and/or fax.

/s/ David B. Weaver

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