

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

<p>WI-LAN INC.,</p> <p style="padding-left: 40px;">Plaintiff,</p> <p>v.</p> <p>ALCATEL-LUCENT USA INC., ET AL.,</p> <p style="padding-left: 40px;">Defendants.</p>	<p>§</p>	<p>CASE NO. 6:10-CV-521-LED</p> <p>Jury Trial Demanded</p>
---	---	--

ORDER

Before the Court are Wi-Lan Inc.’ Motion for Leave to Supplement Infringement Contentions (Dkt. No. 209), and Defendants’ Sony Mobile Communications AB and Sony Mobile Communications (USA) Inc. (“Sony Mobile”) Motion for Protective Order (Dkt. No. 212). The Court hereby **GRANTS** Wi-Lan Inc.’s Motion and **DENIES** Sony Mobile’s Motion.

Defendants Alcatel-Lucent USA Inc., Telefonaktiebolaget LM Ericsson, and Ericsson Inc. do not oppose Wi-Lan’s Motion for leave to supplement infringement contentions with additional product names. Defendants Sony Mobile Communications AB; Sony Mobile Communications (USA) Inc., HTC Corporation, HTC America, Inc. and Exedea, Inc. (“Opposing Defendants”) however do oppose the addition of some of the products to the infringement contentions. Given that the possible prejudice to the Opposing Defendants is minimal, and that no continuance is necessary if leave to supplement is granted, Plaintiff is hereby **GRANTED** leave to supplement its infringement contentions with the product names identified in its Motion.

The Sony Mobile Defendants request that the Court grant a protective order barring Wi-LAN from obtaining discovery related to products that were not accused in its original infringement contentions. Sony Mobile argues that because the additional products were not listed in the original infringement contentions and Wi-Lan moved belatedly for leave to amend its infringement contentions, Wi-Lan should be barred from obtaining discovery related to such products. Since the Court has granted leave for Wi-Lan to amend its infringement contentions, the Court **DENIES** Sony Mobile's Motion for Protective Order. Wi-Lan may obtain discovery related to the products listed in its amended infringement contentions.

So ORDERED and SIGNED this 4th day of December, 2012.

A handwritten signature in black ink, appearing to read 'Leonard Davis', written over a horizontal line.

**LEONARD DAVIS
UNITED STATES DISTRICT JUDGE**