

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

WI-LAN INC.,	§	
	§	
	§	
Plaintiff,	§	Civil Action No. 6:10-CV-521-LED
v.	§	Civil Action No. 6:13-CV-252-LED
	§	
ALCATEL-LUCENT USA INC., <i>et al.</i> ,	§	CASES CONSOLIDATED FOR TRIAL
	§	
Defendants.	§	
	§	
	§	
	§	

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**STIPULATION AND JOINT MOTION TO DISMISS**

Plaintiff Wi-LAN Inc. (“Wi-LAN”) and Defendants HTC Corporation, HTC America, Inc., and Exedea, Inc. (collectively “HTC”), have reached and signed a binding term sheet (“Term Sheet”) that, among other things, resolves the current dispute. In view of the foregoing, the parties, by and through their counsel of record, hereby stipulate and request the Court order as follows:

- (1) All claims at issue between Wi-LAN and HTC in this action, including all claims presented by Wi-LAN and all of HTC’s counterclaims, shall be dismissed with prejudice, contingent on this Court granting this motion and maintaining jurisdiction over any and all disputes pertaining to the enforcement of any terms of the Term Sheet;
- (2) Wi-LAN and HTC each shall bear their own costs and attorneys’ fees;
- (3) HTC withdraws the following pending motions and/or oppositions:

- a. HTC's Motion to Recover Attorneys' Fees (13-CV-252, Dkt. 433) and HTC's joinder to Defendants' Motion to Recover Attorneys' Fees (10-CV-521, Dkt. No. 475);
- b. HTC's Agreed Bill of Costs (13-CV-252, Dkt. No. 435);
- c. HTC's joinder to Defendants' oppositions (10-CV-521, Dkt. Nos. 491, 492) to Wi-LAN's Motion for a New Trial (13-CV-252, Dkt. No. 436; 10-CV-521, Dkt. No. 481) and Renewed Motion for Judgment as a Matter of Law of No Invalidity (13-CV-525, Dkt. No. 437; 10-CV-521, Dkt. No. 482);
- d. HTC's opposition (10-CV-521, Dkt. No. 495) to Wi-LAN, Ericsson, and Sony Mobile's Partially Opposed Joint Motion to Seal Certain Trial Exhibits;
- e. HTC's joinder to any other pending motions or oppositions filed by defendants in this action.

(4) The parties stipulate and agree that this Court shall retain and maintain jurisdiction to enforce any of terms of the Term Sheet referenced above.

Dated: October 1, 2013

Respectfully submitted,

/s/ Martin R. Bader (with permission)

Eric H. Findlay

Texas State Bar No. 00789886

efindlay@findlaycraft.com

**FINDLAY CRAFT LLP**

6760 Old Jacksonville Highway, Suite 101

Tyler, Texas 75703

Telephone: (903) 534-1100

Facsimile: (903) 534-1137

By: /s/ Ajeet P. Pai

David B. Weaver (TX Bar No. 00798576)

Lead Attorney

Steve R. Borgman (TX Bar No. 02670300)

Gwendolyn J. Samora (TX Bar No. 00784899)

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)

Stephen S. Korniczky  
Martin R. Bader  
skorniczky@sheppardmullin.com  
mbader@sheppardmullin.com  
**SHEPPARD MULLIN RICHTER & HAMPTON LLC**  
12275 El Camino Real, Suite 200  
San Diego, California 92130  
Telephone: (858) 720-8900  
Facsimile: (858) 509-3691

**ATTORNEYS FOR DEFENDANT HTC CORPORATION, HTC AMERICA, INC. AND EXEDEA, INC.**

**VINSON & ELKINS LLP**  
2801 Via Fortuna, Suite 100  
Austin, TX 78746  
Tel: (512) 542-8400  
Fax: (512) 236-3476  
WI-LAN@velaw.com

**Local Counsel**  
Johnny Ward (TX Bar No. 00794818)  
Wesley Hill (TX Bar No. 24032294)  
Ward & Smith Law Firm  
P.O. Box 1231, 1127 Judson Rd., Ste. 220  
Longview, TX 75606-1231  
Tel: (903) 757-6400  
Fax: (903) 757-2323  
jw@jwfirm.com  
wh@jwfirm.com

**ATTORNEYS FOR PLAINTIFF, WI-LAN INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was filed electronically pursuant to Local Rule CV-5(a) and served on all counsel of record via the Court's ECF and by electronic means on counsel of record on October 1, 2013.

*/s/ Ajeet P. Pai* \_\_\_\_\_