

**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	§	
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.	§	
	§	

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**WI-LAN, INC.’S REPLY TO DEFENDANT ALCATEL-LUCENT USA INC.’S  
ANSWER AND COUNTERCLAIMS TO PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff Wi-LAN, Inc. (“Wi-LAN”) hereby replies to the numbered paragraphs of the Counterclaims of Defendant Alcatel-Lucent USA Inc. (“Alcatel-Lucent”) as follows:

Wi-LAN reasserts and incorporates by reference herein its allegations set forth in paragraphs 1-68 of its original Complaint.

1. Wi-LAN admits that Alcatel-Lucent is a corporation organized and existing under the laws of the State of Delaware having its principal place of business at 600-700 Mountain Avenue, Murray Hills, NJ 07974.

2. Wi-LAN admits that it is a corporation organized under the laws of Canada with its principal place of business at 11 Holland Ave., Suite 608, Ottawa, Ontario, Canada.

3. Wi-LAN admits that the Court has subject-matter jurisdiction over Alcatel-Lucent's Counterclaims, and Wi-LAN admits that venue for Alcatel-Lucent's Counterclaims is proper in this district.

4. Wi-LAN admits the Court has personal jurisdiction over Wi-LAN.

**DECLARATORY JUDGMENT OF NONINFRINGEMENT  
OF U.S. PATENT NO. 6,088,326**

5. Wi-LAN restates and incorporates by reference its allegations in paragraphs 1 through 4 of its Reply to Alcatel-Lucent's Counterclaims.

6. Wi-LAN admits the allegations of paragraph 6 of Alcatel-Lucent's Counterclaims.

7. Wi-LAN admits that this Court has declaratory judgment jurisdiction over Alcatel-Lucent's Counterclaims. Wi-LAN does not have sufficient information or knowledge to either admit or deny the remaining allegations contained in paragraph 7 of Alcatel-Lucent's Counterclaims, and on that basis denies them.

8. Wi-LAN denies the allegations of paragraph 8 of Alcatel-Lucent's Counterclaims.

**DECLARATORY JUDGMENT OF INVALIDITY  
OF U.S. PATENT NO. 6,088,326**

9. Wi-LAN restates and incorporates by reference its allegations in paragraphs 1 through 8 of its Reply to Alcatel-Lucent's Counterclaims.

10. Wi-LAN admits the allegations of paragraph 10 of Alcatel-Lucent's Counterclaims.

11. Wi-LAN admits that this Court has declaratory judgment jurisdiction over Alcatel-Lucent's Counterclaims. Wi-LAN does not have sufficient information or knowledge to

either admit or deny the remaining allegations contained in paragraph 11 of Alcatel-Lucent's Counterclaims, and on that basis denies them.

12. Wi-LAN denies the allegations of paragraph 12 of Alcatel-Lucent's Counterclaims.

**DECLARATORY JUDGMENT OF NONINFRINGEMENT  
OF U.S. PATENT NO. 6,195,327**

13. Wi-LAN restates and incorporates by reference its allegations in paragraphs 1 through 12 of its Reply to Alcatel-Lucent's Counterclaims.

14. Wi-LAN admits the allegations of paragraph 14 of Alcatel-Lucent's Counterclaims.

15. Wi-LAN admits that this Court has declaratory judgment jurisdiction over Alcatel-Lucent's Counterclaims. Wi-LAN does not have sufficient information or knowledge to either admit or deny the remaining allegations contained in paragraph 15 of Alcatel-Lucent's Counterclaims, and on that basis denies them.

16. Wi-LAN denies the allegations of paragraph 16 of Alcatel-Lucent's Counterclaims.

**DECLARATORY JUDGMENT OF INVALIDITY  
OF U.S. PATENT NO. 6,195,327**

17. Wi-LAN restates and incorporates by reference its allegations in paragraphs 1 through 16 of its Reply to Alcatel-Lucent's Counterclaims.

18. Wi-LAN admits the allegations of paragraph 18 of Alcatel-Lucent's Counterclaims.

19. Wi-LAN admits that this Court has declaratory judgment jurisdiction over Alcatel-Lucent's Counterclaims. Wi-LAN does not have sufficient information or knowledge to

either admit or deny the remaining allegations contained in paragraph 19 of Alcatel-Lucent's Counterclaims, and on that basis denies them.

20. Wi-LAN denies the allegations of paragraph 20 of Alcatel-Lucent's Counterclaims.

**DECLARATORY JUDGMENT OF NONINFRINGEMENT  
OF U.S. PATENT NO. 6,222,819**

21. Wi-LAN restates and incorporates by reference its allegations in paragraphs 1 through 20 of its Reply to Alcatel-Lucent's Counterclaims.

22. Wi-LAN admits the allegations of paragraph 22 of Alcatel-Lucent's Counterclaims.

23. Wi-LAN admits that this Court has declaratory judgment jurisdiction over Alcatel-Lucent's Counterclaims. Wi-LAN does not have sufficient information or knowledge to either admit or deny the remaining allegations contained in paragraph 23 of Alcatel-Lucent's Counterclaims, and on that basis denies them.

24. Wi-LAN denies the allegations of paragraph 24 of Alcatel-Lucent's Counterclaims.

**DECLARATORY JUDGMENT OF INVALIDITY  
OF U.S. PATENT NO. 6,222,819**

25. Wi-LAN restates and incorporates by reference its allegations in paragraphs 1 through 24 of its Reply to Alcatel-Lucent's Counterclaims.

26. Wi-LAN admits the allegations of paragraph 26 of Alcatel-Lucent's Counterclaims.

27. Wi-LAN admits that this Court has declaratory judgment jurisdiction over Alcatel-Lucent's Counterclaims. Wi-LAN does not have sufficient information or knowledge to

either admit or deny the remaining allegations contained in paragraph 27 of Alcatel-Lucent's Counterclaims, and on that basis denies them.

28. Wi-LAN denies the allegations of paragraph 28 of Alcatel-Lucent's Counterclaims.

### **REPLY TO PRAYER FOR RELIEF**

To the extent a reply is necessary, Wi-LAN denies that Alcatel-Lucent is entitled to any of the relief requested in its Prayer for Relief.

### **WI-LAN'S PRAYER FOR RELIEF**

In view of the foregoing, Wi-LAN respectfully requests the following relief:

- A. An order dismissing with prejudice Alcatel-Lucent's Counterclaims;
- B. An order denying Alcatel-Lucent's prayer for attorney's fees and costs;
- C. Judgment be entered in favor of Wi-LAN that each of the asserted claims of the '326, '327, and '819 patents is valid and infringed by Alcatel-Lucent;
- D. The Court award Wi-LAN the relief sought in its original Complaint.

Dated: January 27, 2011

Respectfully submitted,

By: /s/ David B. Weaver w/permission Wesley Hill

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*Attorneys for Plaintiff, Wi-LAN Inc.*

**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 27th day of January, 2011.

/s/ Wesley Hill

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Wesley Hill