EXHIBIT 2011

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November 25, 2013

By E-mail

Peter J. Ayers
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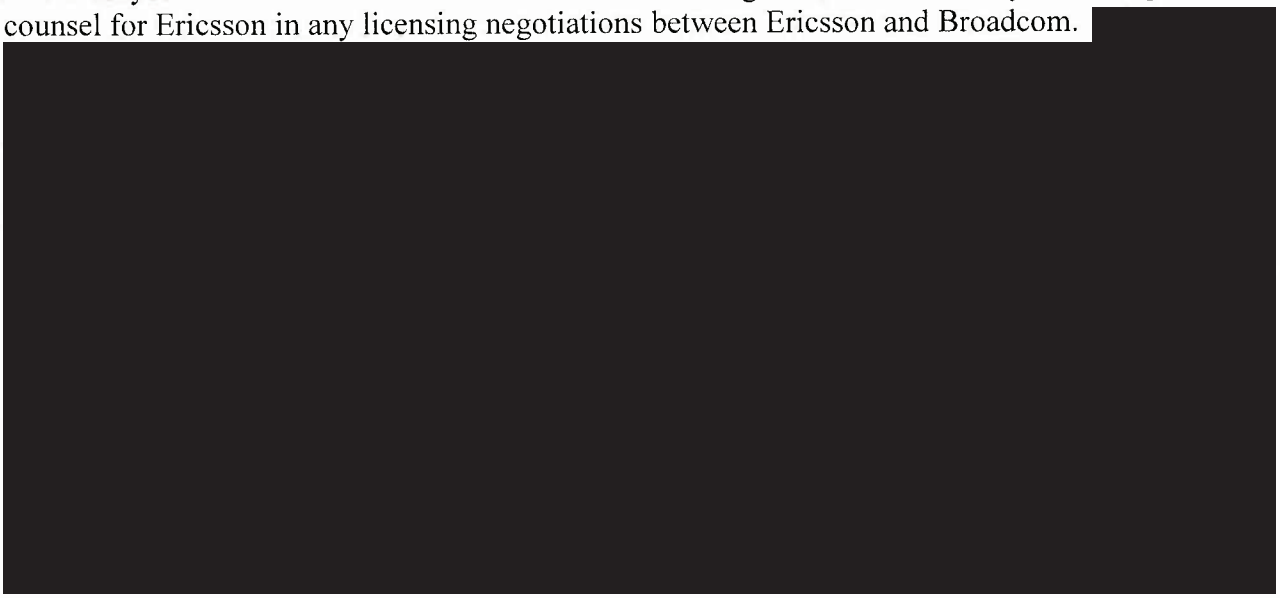
Re: *Broadcom v. Ericsson*, IPR2013-00601; IPR2013-00602; IPR2-13-00636

Dear Counsel:

I write concerning your November 15, 2013 letter regarding the above-referenced petitions for inter partes review (the "IPRs"), and in particular, Ericsson's requests for voluntary production of certain documents and for waiver of certain terms of the Protective Order entered in *Ericsson v. D-Link, et al.*, Civil Action No. 10-473 (the "Texas Litigation").

As you indicate in your letter, Lee & Hayes is counsel for Ericsson in connection with the IPRs. Lee & Hayes is not counsel for Ericsson in the Texas Litigation, nor is it, to my knowledge, counsel for Ericsson in any licensing negotiations between Ericsson and Broadcom.



As you know, Broadcom is not a party to the Texas Litigation and, despite Ericsson's assertion to the contrary, is not in privity with any of the parties to that litigation. Broadcom will therefore not agree to produce the documents requested in your November 15, 2013 letter.

Broadcom also will not "instruct the defense counsel in the EDTX [sic] to waive the terms of the Protective Order" to permit Ericsson to use documents produced in that litigation in the IPRs, nor will Broadcom allow Ericsson's trial counsel to participate directly or indirectly in the IPRs. Broadcom was not involved in the negotiation of Paragraphs 8 (Prosecution Bar) and 12 (Limitations on the Use of Designated Materials) of the Protective Order in the Texas Litigation. Broadcom's only involvement with the Protective Order was as a third party in connection with Docket No. 292, the Supplemental Protective Order for Production of Broadcom Source Code. Because Broadcom is not a party to the Texas Litigation and was not involved in the negotiation of Paragraphs 8 and 12 of the Protective Order, Broadcom has no ability to "instruct" the defendants in that litigation to do anything regarding Paragraphs 8 and 12, let alone to "waive" provisions entered by the Court after negotiation among the parties to that litigation.

Ericsson, of course, directly participated in the negotiation of the Protective Order, and agreed to be bound by its terms, including the restriction that confidential documents produced to trial counsel "may only be used for purposes of litigation between the parties" (Order at 13, ¶ 12) and the prohibition that trial counsel cannot "participate, directly or indirectly, in the drafting, preparation, or amending of any patent claim on behalf of any named party." (*Id.* at 10, ¶ 8). As your letter admits, these provisions extend to the above-referenced IPRs and preclude Ericsson's trial counsel from participating in those proceedings, including consulting with Lee & Hayes or other Ericsson counsel regarding confidential materials produced in the Texas Litigation.

Broadcom disagrees with Ericsson's argument that the mere fact that Broadcom is an author or recipient of a document produced in the Texas Litigation allows for its use in the IPRs contrary to Paragraphs 8 and 12 of the Protective Order. As you know, discovery in the context of an IPR is limited, and compelled testimony and production are prohibited absent an order by the PTAB. *See* 37 C.F.R. §§ 42.52-53. Ericsson's proposed use of information compelled under the broad scope of discovery allowed in District Court litigation, in circumvention of the limited scope of discovery available in the IPRs, is highly prejudicial to Broadcom. Broadcom further disagrees with Ericsson's argument that somehow Broadcom's confidential "business type" information is entitled to any less protection than Broadcom's confidential "technical" information.

Broadcom believes that Ericsson takes its obligations seriously and will refrain from any conduct that would violate the letter or spirit of the Protective Order. Broadcom further believes that Ericsson's trial counsel will continue to maintain appropriate confidentiality of materials produced in the Texas Litigation and will not share such documents or the information contained therein with counsel for Ericsson in the IPRs. [redacted]

Ericsson immediately cease its attempt to use discovery in the Texas Litigation for the prohibited purpose of seeking confidential information for use in the IPRs. [redacted]

Very truly yours,

Dominic E. Massa

Enclosures

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