

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN CARBURETORS AND
PRODUCTS CONTAINING SUCH
CARBURETORS**

Inv. No. 337-TA-1123

**ORDER NO. 21: INITIAL DETERMINATION GRANTING JOINT MOTION OF
COMPLAINANT AND RESPONDENT QV TOOLS LLC TO
TERMINATE THE INVESTIGATION BASED ON CONSENT
ORDER STIPULATION AND PROPOSED CONSENT ORDER**

(September 24, 2018)

On September 7, 2018, Complainant Walbro, LLC (“Walbro”) and Respondent QV Tools Limited Liability Company, LLC (a.k.a QV Tools, LLC) (“QV Tools”) filed a joint motion (1123-014) to terminate this Investigation based on a consent order stipulation and a proposed consent order. The Commission Investigative Staff (“Staff”) filed a response in support of the joint motion.

In accordance with Commission Rule 210.21(c)(1)(ii), Walbro and QV Tools have entered into a “Consent Order Stipulation” and a proposed “Consent Order,” attached hereto as Exhibits 1 and 2. Commission Rule 210.21(c)(3) sets forth certain requirements for the contents of a consent order stipulation. *See* 19 C.F.R. § 210.21(c)(3). The Consent Order Stipulation submitted by the parties complies with the requirements of Commission Rule 210.21(c)(3). (*See* Ex. 1; *see also* Staff Resp. at 4-5.)

Specifically, QV Tools agrees that upon entry of the Consent Order, it will not sell for importation, import into the United States, or sell after importation any carburetors and products containing such carburetors that infringe any of claims 1 and 18 of U.S. Patent No. 6,439,547.¹ (Consent Order Stip. ¶ 4).

¹ This is the only patent Walbro has asserted against QV Tools. (*See* Compl. at ¶¶ 6.7, 7.52.)

Pursuant to Commission Rule 210.21(c)(3)(i), QV Tools also agrees to:

- (1) admit that the Commission has *in rem* jurisdiction over the subject matter of this Investigation, and *in personam* jurisdiction over Respondents (*see* Consent Order Stip. ¶ 3);
- (2) expressly waive all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order (*id.* at ¶ 6);
- (3) cooperate with and not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of the Commission's Rules of Practice and Procedure (*id.* at ¶ 7); and
- (4) the enforcement, modification, or revocation of the Consent Order being carried out pursuant to Subpart I of Part 210 of 19 C.F.R. § 210 (*id.* at ¶ 8).

Because this is an intellectual property-based investigation and in accordance with Commission Rule 210.21(c)(3)(ii), the Consent Order Stipulation also states that:

- (1) the Consent Order shall not apply with respect to any claims of any intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and non-reviewable (*id.* at ¶ 11); and
- (2) QV Tools will not seek to challenge the validity of the patent rights of the Asserted Walbro Patents in any administrative or judicial proceeding to enforce the Consent Order. (*id.* at ¶ 12).

Additionally, Commission Rule 210.21(c)(4) sets forth certain requirements for the contents of the consent order. *See* 19 C.F.R. § 210.21(c)(4). The Consent Order submitted by the parties complies with the requirements of Commission Rule 210.21(c)(4). (*See* Ex. 2; *see also* Staff Resp. at 6-7.)

Walbro and QV Tools have also entered into a Settlement Agreement. The public version of the Settlement Agreement is attached hereto as Exhibit 3.² Consistent with 19 C.F.R. § 210.21(b)(1), Walbro and QV Tools confirm that “apart from this Settlement Agreement, there are

² Walbro and QV Tools also filed a confidential version of the Settlement Agreement. (*See* Document ID 655171.)

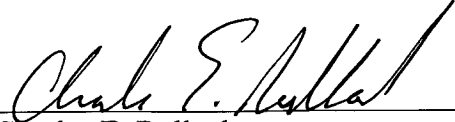
no agreements, written or oral, express or implied, between the Parties concerning the subject matter of the investigation. (Mot. at 2.)

In any initial determination terminating an investigation by settlement agreement or consent order, the administrative law judge is directed to consider and make appropriate findings regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, and United States consumers. 19 C.F.R. § 210.50(b)(2). Walbro and QV Tools submit that granting the joint motion is in the interest of “administrative economy and the public.” (Mot. at 2.) Staff agrees, stating: “[T]he Staff submits that there are no public interest concerns weighing against termination of the investigation with respect to QV Tools.” (Staff Resp. at 8.) The undersigned finds that termination of this Investigation does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, or United States consumers.

Accordingly, for good cause shown, it is the undersigned’s Initial Determination that the joint motion (1123-014) to terminate this Investigation in its entirety based on a consent order stipulation and proposed consent order be granted.

This Initial Determination, along with supporting documentation, is hereby certified to the Commission. Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues, herein.

SO ORDERED.



Charles E. Bullock
Chief Administrative Law Judge

Exhibit 1

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C. 20436

Before the Honorable Charles E. Bullock
Chief Administrative Law Judge

In the Matter of

CERTAIN CARBURETORS AND
PRODUCTS CONTAINING SUCH
CARBURETORS

Investigation No. 337-TA-1123

QV TOOLS POWER EQUIPMENT'S CONSENT ORDER STIPULATION

Concurrent with the joint motion to terminate, Respondent QV Tools Limited Liability Company, LLC (a.k.a QV Tools, LLC) ("**QV Tools**") submits this Consent Order Stipulation.

On June 14, 2018, Complainant Walbro ("**Walbro**") filed, and later supplemented, a Complaint with the United States International Trade Commission against respondents including QV Tools.

The Complaint alleges violations of Section 337 based upon the importation into the United States, the sale for importation, or the sale within the United States after importation by QV Tools, of certain carburetors or products containing such carburetors that infringe any of claims 1 and 18 of United States Patent No. 6,439,547, (collectively, the "**Subject Articles**"). The Commission instituted this Investigation on July 17, 2018, and the Notice of Institution published in the Federal Register on July 20, 2018 as to U.S. Patent No. 6,394,424, U.S. Patent No. 6,439,547, U.S. Patent No. 6,533,254, U.S. Patent No. 6,540,212, and U.S. Patent No. 7,070,173. With respect to QV

Tools, Walbro has asserted in this investigation United States Patent No. 6,439,547 (the “**Asserted Walbro Patent**”).

Pursuant to 19 C.F.R. § 210.21(c)(1) and 210.21(c)(3), QV Tools hereby stipulates that:

1. QV Tools is a Nevada corporation with a place of business located at 2731 Crimson Canyon Drive, Las Vegas, Nevada 89128.

2. QV Tools stipulates to the entry of a Consent Order containing terms as set forth below and as expressed in the accompanying Proposed Consent Order.

3. QV Tools admits and acknowledges that the Commission has *in rem* jurisdiction over the articles that are the subject of the Complaint. QV Tools admits and acknowledges that the Commission has *in personam* jurisdiction over it for the purposes of this Stipulation and the Consent Order as outlined below and expressed in the accompanying Proposed Consent Order. QV Tools admits and acknowledges that the Commission has subject matter jurisdiction in the matter under investigation.

4. Upon entry of the Consent Order, QV Tools (including QV Tools Officers, directors, employees, agents, or any entity or individual action on QV Tool’s behalf and with QV Tool’s authority) will not sell for importation, import into the United States or sell after importation of any carburetors and products containing such carburetors that infringe any of claims 1 and 18 of United States Patent No. 6,439,547, directly or indirectly, and shall not aid, abet, encourage, participate in or induce the sale for importation, the importation, or the sale after importation except under consent or license from Walbro. (collectively, the “**Subject Articles**”).

5. After entry of the Consent Order and after expiration of the terms of a Settlement and Limited License with Walbro, QV Tools shall destroy the Subject Articles remaining in its

inventory, or alternatively ship the Subject Articles remaining in its inventory out of the United States, and then provide written certification to Walbro of such destruction or shipment, if any, within 14 calendar days of the expiration of the Limited License. The notice requirement under this paragraph shall be provided to:

Richard W. Hoffmann, Esq
Reising Ethington, PC
755 W. Big Beaver Rd. Suite 1850
Troy, MI 48084
Email: hoffmann@reising.com

6. QV Tools expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order.

7. QV Tools will cooperate with and will not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of Part 210, Title 19 of the Code of Federal Regulations.

8. Enforcement, modification, and revocation of the Consent Order will be carried out pursuant to Subpart I of Part 210, Title 19 Code of Federal Regulations; incorporating by reference the Commission's Rules of Practice and Procedure.

9. QV Tools' signing of this Stipulation is for settlement purposes only and does not constitute admission by QV Tools that infringement or any other unfair act has been committed.

10. The Consent Order shall have the same force and effect and may be enforced, modified, or revoked in the same manner as is provided in section 337 of the Tariff Act of 1930 and Part 210, Title 19 of the Code of Federal Regulations, and the Commission may require periodic compliance reports pursuant to subpart I of Part 210, Title 19 Code of Federal Regulations.

11. If any asserted patent claim has expired or is held invalid or unenforceable by a court or agency of competent jurisdiction, or if any article has been found or adjudicated not to infringe the asserted right in a final decision, no longer subject to appeal, this Consent Order shall become null and void as to such expired, invalid or unenforceable claim or as to any adjudicated article.

12. QV Tools will not seek to challenge the validity of the patent rights of the Asserted Walbro Patents in any administrative or judicial proceeding to enforce the Consent Order.

Date: September 5, 2018


By: 
Frank Tsou
CEO
QV Tools Limited Liability Company

Exhibit 2

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C. 20436

Before the Honorable Charles E. Bullock
Chief Administrative Law Judge

In the Matter of

CERTAIN CARBURETORS AND
PRODUCTS CONTAINING SUCH
CARBURETORS

Investigation No. 337-TA-1123

[PROPOSED] CONSENT ORDER

The United States International Trade Commission has instituted an investigation at the request of Walbro, LLC (“**Walbro**”) against respondents including QV Tools Limited Liability Company, LLC (a.k.a QV Tools, LLC) (“**QV Tools**”). The Complaint filed by Walbro on June 14, 2018, and as later supplemented alleges violations of Section 337 based upon the importation into the United States, the sale for importation, or the sale within the United States after importation by QV Tools, of certain carburetors or products containing such carburetors that infringe any of claims 1 and 18 of United States Patent No. 6,439,547, (collectively, the “**Subject Articles**”). The Commission instituted this Investigation on July 17, 2018, and the Notice of Institution published in the Federal Register on July 20, 2018 as to U.S. Patent No. 6,394,424, U.S. Patent No. 6,439,547, U.S. Patent No. 6,533,254, U.S. Patent No. 6,540,212, and U.S. Patent No. 7,070,173. With respect to QV Tools, Walbro has asserted in this investigation United States Patent No 6,439,547 (the “**Asserted Walbro Patent**”). See 83 FED. REG. 34614 (2018).

Without admitting that an unfair act or infringement has been committed, QV Tools has executed a Consent Order Stipulation ("**Stipulation**") and moved jointly with Walbro for an Initial Determination terminating this investigation as to QV Tools by entry of a consent order. QV Tools has executed a Consent Order Stipulation consistent with Commission Rules.

Pursuant to 19 C.F.R. § 210.21(c)(1) and 210.21(c)(3), the motion is hereby GRANTED and the following is SO ORDERED:

1. Effective immediately, upon entry of the Consent Order, QV Tools (including QV Tool's officers, directors, employees, agents or any entity or individual actin on QV Tool's behalf and with QV Tool's Authority) shall not directly or indirectly sell for importation, import or sell after importation carburetors or products that contain such carburetors that infringe any of claims 1 and 18 of United States Patent No. 6,439,547, directly or indirectly, and shall not aid, abet, encourage, participate in or induce the sale for importation, the importation, or the sale after importation of the Subject Articles except under consent or license from Walbro or to the extent permitted by a Settlement and Limited License Agreement between Walbro and QV Tools. .

2. After entry of this Consent Order, and upon expiration of the Limited License with Walbro, QV Tools shall destroy the Subject Articles remaining in its inventory, or alternatively ship the Subject Articles remaining in its inventory out of the United States, and provide written certification to Walbro of such destruction or shipment, if any, within 14 calendar days of expiration of the Limited License. The notice requirement under this paragraph shall be provided to:

Richard W. Hoffmann, Esq
Reising Ethington, PC
755 W. Big Beaver Rd. Suite 1850
Troy, MI 48084
Email: hoffmann@reising.com

3. QV Tools shall be precluded from seeking judicial review or otherwise challenging or contesting the validity of this Consent Order.

4. QV Tools shall cooperate with and shall not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of Part 210, Title 19 of the Code of Federal Regulations.

5. QV Tools and its officers, directors, employees, agents, and any entity or individual acting on its behalf and with its authority shall not seek to challenge the validity or enforceability of any of the asserted claims of any of the Asserted Walbro Patents in any administrative proceeding or any judicial proceeding to enforce the Consent Order.

6. Upon expiration of any Asserted Walbro Patent, this Consent Order shall become null and void as to such Asserted Patent.

7. If any of claims 1 and 18 of United States Patent No. 6,439,547 are held invalid or unenforceable by a court or agency of competent jurisdiction, or as to any article that has been found or adjudicated not to infringe any of claims 1 and 18 of United States Patent No. 6,439,547 Patent in a final decision, no longer subject to appeal, this Consent Order shall become null and void as to such invalid or unenforceable claim.

8. All jurisdictional facts are admitted by Stipulation. The commission has *in rem* jurisdiction and personal jurisdiction.

9. The matter under investigation is hereby terminated with respect to QV Tools, provided, however, that enforcement, modification, or revocation of this Consent Order shall be carried out pursuant to Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210

BY ORDER OF THE COMMISSION:

Date:

Lisa Barton, Secretary
U.S. International Trade Commission

EXHIBIT 3

Public Version

SETTLEMENT AND LIMITED LICENSE

This Settlement ("**Agreement**") is entered into as of the Effective Date by and between Walbro, LLC, a Michigan corporation, having a place of business at 6242 Garfield Avenue, Cass City, Michigan 48726 ("**Walbro**") and QV Tools Limited Liability Company (a.k.a. QV Tools, LLC), a Nevada Limited Liability Company with a place of business located at 2731 Crimson Canyon Drive, Las Vegas, Nevada 89128 ("**QV Tools**"). Walbro and QV Tools may each be referred to as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, Walbro is the owner of all right, title, and interest in the U.S. Patent Nos. 6,394,424 (the '424 Patent), 6,439,547 (the '547 Patent), 6,533,254 (the '254 Patent), 6,540,212 (the '212 Patent) and 7,070,173 (the '173 Patent). Each of these patents is a "**Walbro Patent**", and collective, the patents are the "**Walbro Patents**";

WHEREAS, Walbro has filed a Complaint with the United States International Trade Commission styled as In the Matter of Certain Carburetors and Products Containing Such Carburetors, Inv. No. 337-TA-1123 ("**the Investigation**");

WHEREAS, Walbro, in its Complaint, alleged that QV Tools violated Section 337 of the Tarriff Act of 1930 (19 U.S.C. § 1137) because QV Tools imported into the United States and/or sold within the United states after importation QV Tools's 40cc Chainsaws having a Huayi carburetor; and

WHEREAS, Walbro and QV Tools desire to simultaneously settle all claims and counterclaims presented in, or that are related to, or that may be related to, the Investigation, and also terminate the Investigation only with respect to the QV Tools Accused Products (as defined below).

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions**

- 1.1. "**Effective Date**" means the date the last Party executes this Agreement.
- 1.2. "**QV Tools Accused Products**" shall mean only the Power-King 40 cc Chainsaws, the Power-King 45 cc Chainsaws, and the Power-King 57 cc chainsaws, as indicated in Section 7.2.

8.2

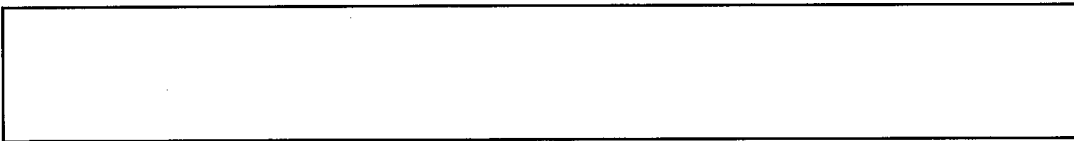
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2.0 Recitals

2.1. QV Tools denies that it has infringed the claim of any Walbro Patent, and denies that it is liable to Walbro for any infringement or the payment of damages. However, QV Tools also acknowledges that it imported, or had imported, into the United States and/or sold, or had sold, and is selling, within the United states after importation the QV Tools Accused Products.

2.2. Except for the limited license granted by this Agreement, and as of the Effective Date, QV Tools agrees not to import, sell or otherwise dispose of any QV Tools Accused Products. As used in this Agreement, the phrase "dispose of" or "disposed of" does not include destroying or throwing away the QV Tools Accused Products by QV Tools.

2.3. Except for the limited license granted by this Agreement, QV Tools agrees that QV Tools will not import, make, have made, offer for sale, use, or sell, after imporation any products, or components thereof, that infringe any claim of a Walbro Patent in the future during the life of the respective Walbro Patent.



2.5. During the Term, QV Tools agrees that it will not challenge the validity of any of the Walbro Patent in any administrative or judicial proceeding.

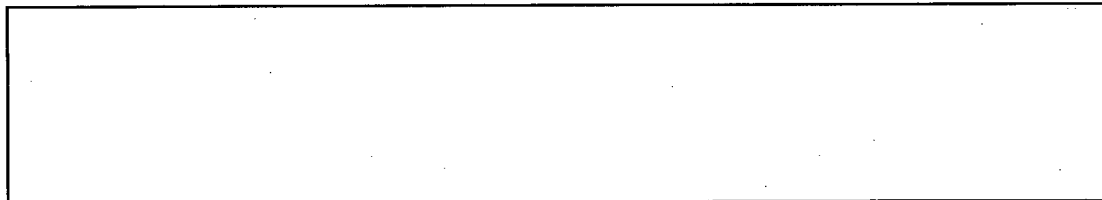
3.0 License

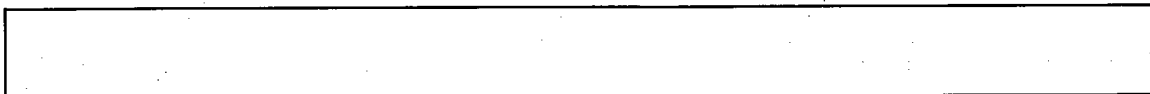
3.1. Subject to the terms and conditions of this Agreement, Walbro grants QV Tools a non-exclusive, non-assignable, non-transferable, license to the Walbro Patents to use, sell, offer for sale, export, or otherwise dispose of the QV Tools Accused Products identified as "Stock Left" in Section ^{3.1}~~3.2~~. For avoidance of doubt, the license of this Section 3.1 extends to all downstream resellers and users of "Stock Left" products.

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3.2. The license granted in Sectin 3.1 shall expire 12 months from the Effective Date.

3.3. QV Tools shall have no right to sublicense any of the Walbro Patents to any other entity.



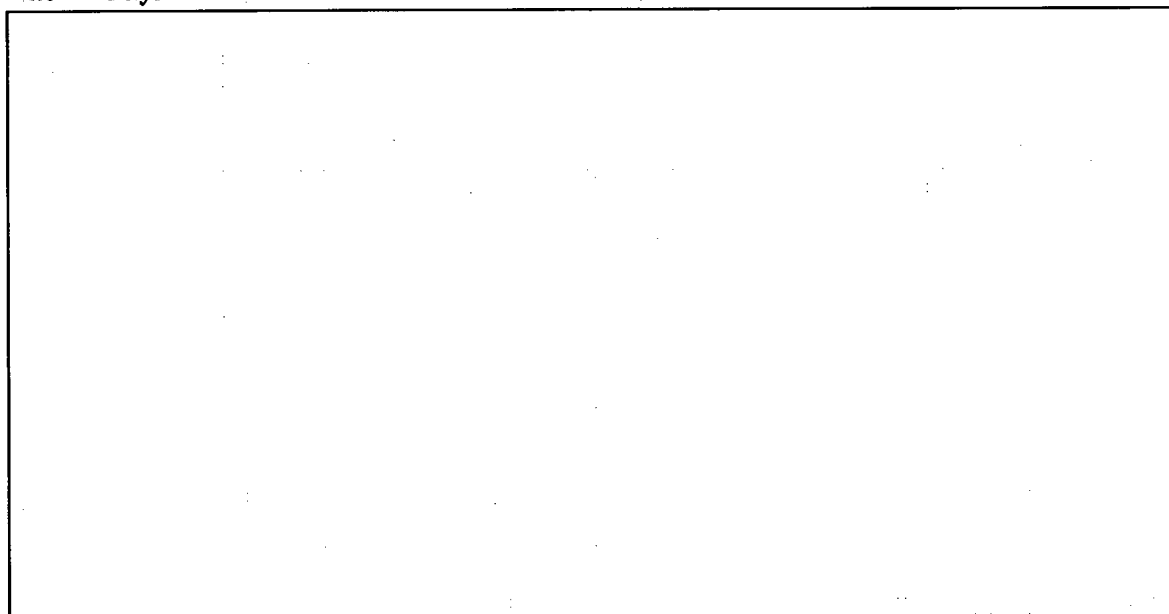


from QV Tools, and QV Tools will provide a response within 14 days to Walbro.

3.5. Upon expiration of the term set forth in Section 3.2, QV Tools shall either destroy QV Tools Accused Products remaining in QV Tool's inventory, or alternatively ship QV Tools Accused Products remaining in QV Tool's inventory out of the United States, and then provide written certification to Walbro of such destruction or shipment, if any, within 14 calendar days of the expiration of the Limited License. The notice requirement under this Section 3.5, and also the notice of Section 3.4, shall be provided to:

Richard W. Hoffmann, Esq
Reising Ethington, PC
755 W. Big Beaver Rd. Suite 1850
Troy, MI 48084
Email: hoffmann@reising.com

4.0 Payment



5.0. Releases and Termination of the Investigation

5.1 Release of QV Tools. Subject to the terms and conditions set forth in this Agreement, Walbro on behalf of itself, its successors and assigns, and any person or entity controlled by Walbro, releases, acquits, and forever discharges QV Tools and every parent company or subsidiary of QV Tools, and Du International, Inc, the importer of the QV Tools Accused Products, and each of their respective current and former officers, directors, shareholders, employees, agents, and downstream resellers, collectively referred to as the "Released Parties," from all claims and causes of action of any kind that Walbro may now have against any or all of the Released Parties, that arose on or before the Effective Date, and relates to the making, using, importation, offering for sale, or sale, of the QV Tools Accused Products, the negotiation of this Agreement, and/or the Investigation.

5.2 Release of Walbro. In consideration of the terms and conditions set forth in this Agreement, QV Tools, on behalf of itself and its successors and assigns, and any person or entity controlled by it, releases, acquits, and forever discharges Walbro and every parent company or subsidiary, and each of their respective current and former officers, directors, shareholders, employees, agents, and downstream resellers, collectively referred to as the "Released Parties," from all claims and causes of action of any kind that QV Tools may now have against any or all of the Released Parties, that arose on or before the Effective Date, and relates to the negotiation of this settlement, and the Investigation, up to the the Effective Date.

5.3 Termination of the Investigation. Upon receipt of the payment set forth in Section 4.1, Walbro agrees to move to terminate the Investigation with respect to QV Tools and the QV Tools Accused Products; each of Walbro and QV Tools agree to timely execute any papers necessary to accomplish the termination, including QV Tools's joining a mutually agreed upon motion to terminate.

6.0 Term

6.1 This Agreement as of the Effective Date, and except for the life of limited license of Section 3.0, this Agreement shall continue for the entire life of the last-to-expire of the Walbro Patent, or so long as any Walbro Patent may be lawfully asserted or enforced, whichever is longer, unless terminated earlier.

6.2 This Agreement may be terminated by mutual written agreement of the Parties.

7.0. Confidentiality

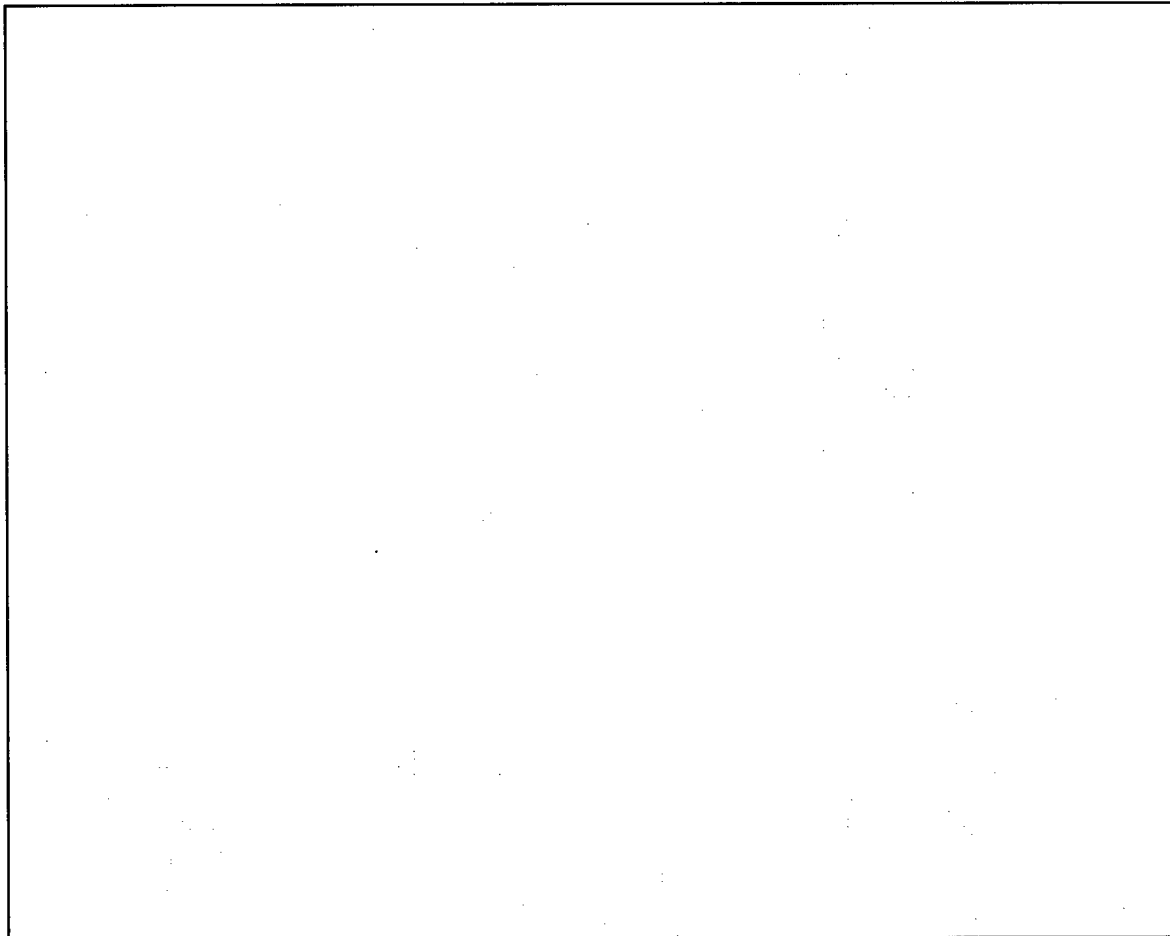
7.1. Each Party agrees not to disclose this Agreement, or the terms or conditions contained herein, to any third party without the prior written consent of the other Party; except that, on or after the Effective Date:

- (i) Disclosure is permissible to the Staff Attorney and to meet the requirements of any ITC rule, including but not limited to Rule 210.21;
- (ii) Disclosure is permissible in response to a discovery request in litigation or in response to a proper subpoena provided that this Agreement is produced under a protective order or confidentiality agreement at the highest level of protection allowed in the protective order or confidentiality agreement. Disclosure is also permitted if required to comply with a court order, or order of the International Trade Commission;
- (iii) Disclosure is permissible to enforce a Party's rights under this Agreement, or otherwise as may be required by any law, regulation, or rule of court, state, local, municipal or other agency or commission, including but not limited to any and all laws, statutes, regulations and/or requirements governing and/or applicable to publicly-traded companies provided that any such disclosure be limited to the information that in good faith is believed to be necessary to satisfy such requirements;
- (iv) Disclosure is permitted if the disclosing Party provides the other Party with at least fourteen (14) days' notice prior to the disclosure and reasonable steps are taken by the disclosing Party to maintain the confidentiality of this Agreement; and
- (v) Each Party may disclose this Agreement and its contents to the extent reasonably necessary, on a confidential basis, to its current or future accountants, attorneys, advisors, and manufacturers.
- (vi) Each Party may disclose this Agreement to a third party as part of a financial transaction of the Party related to a corporate refinancing, the sale or merger of the Party, or the sale of substantially all of the Party's assets or stock.

(vii) This Agreement may be attached as an exhibit to any jointly filed motion of the Parties in the Investigation, however any financial terms will be maintained as confidential business information under the Protective Order .

8.0 Warranties and Responsibilities

8.1. Walbro represents and warrants that: (a) it has the right, power and authority to enter into this Agreement and to fully perform its obligations hereunder; (b) the making of this Agreement by it does not and will not conflict with any agreement between it and any other Party; (c) the person executing this Agreement on behalf of Walbro is duly authorized to do so; and (d) no consent, approval or authorization of any third party is required in order for Walbro to enter into, execute or perform this Agreement.



8.3. QV Tools represents and warrants that: (a) it has the right, power and authority to enter into this Agreement and to fully perform its obligations hereunder; (b) the making of this Agreement by it does not and will not conflict with any agreement between it and any other party; (c) the person executing this Agreement on behalf of QV Tools is duly authorized to do so; and (d) no consent, approval or authorization of any third party is required in order for QV Tools to enter into, execute or perform this Agreement..

9.0 Miscellaneous Provisions

9.1 Assignment of Agreement. The Parties shall not assign or otherwise transfer this Agreement, or any portion thereof, except that the Parties may assign or delegate this Agreement in whole, without the consent of the other Party, in the event of a merger, reorganization, re-financing, or sale of all or substantially all of its assets of the Party, or by operation of law.

9.2 Assignment of Patents. Walbro may assign or grant any exclusive right under the Walbro Patents, but only provided that such assignment or grant is made subject to the terms of this Agreement.

9.3 Limitations Not Set Forth. Neither Party makes any representations, extends any warranties of any kind, assumes any responsibility or obligations whatever, or confers any right by implication, estoppel or otherwise, other than the rights and warranties expressly granted in this Agreement. Nothing contained in this Agreement shall be construed as limiting the rights which the Parties have outside the scope of the covenants, immunities, and releases granted hereunder, or contractually restricting the right of either Party to make, have made, use, lease, license, sell, offer for sale, import, distribute, or otherwise dispose of any particular product not subject to the covenants herein.

9.4 Notice. All notices, reporting and other communications hereunder shall be in writing and shall be deemed given (a) when received, if delivered personally, via overnight courier, or via facsimile, or (b) five (5) business days after mailing, if mailed by registered or certified mail, return receipt requested, to the Parties at the following addresses (or such addresses as they may hereafter specify by a notice complying herewith):

For Walbro:

Ed Duplaga
Vice President, General Counsel
and Secretary
Walbro LLC
6242 Garfield Avenue
Cass City, MI 48729
Telephone: 989-872-7058
Email: eduplaga@walbro.com

Copies to:

Richard W. Hoffmann
Reising Ethington, PC
755 W. Big Beaver Rd., Suite 1850
Troy, MI 48084
Telephone: (248) 689-3500
Email: hoffmann@reising.com

For QV Tools:

Frank Tsou
QV Tools Limit Liability Company
2731 Crimson Canyon Drive
Las Vegas, NV 89128
roberti@qvs.com

Copies to:

Mark D. Schneider
Dinsmore & Shohl, LLP
900 Wilshire Drive, Suite 300
Troy, MI 48084
Telephone: (248) 203-1615
Email: mark.schneider@dinsmore.com

9.5 Changes in Address. The Parties agree to notify the other Party in writing of any changes in address or attorney identified herein.

9.6 Choice of Law; Venue. The Parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be interpreted, enforced, and governed by the laws of the State of Michigan, without regard to its principles of conflicts of laws. The Parties agree that any and all disputes arising under this Agreement shall be presented in the state or federal court located within the geographic area defined by the Eastern District of Michigan, as appropriate, and that both Parties consent to such court's jurisdiction and waive any right to contest personal jurisdiction or venue in such courts.

9.7 Integration. This Agreement contains the entire and only understanding between the Parties with respect to the subject matter hereof and supersedes any prior or collateral agreements, negotiations and communications in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either Party. The Parties agree that this Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them. Neither of the

Parties shall be bound by any warranties, understandings, or representations other than as expressly provided herein.

9.8 Severability. The Parties agree that if any particular provision of this Agreement is judicially determined to be invalid, illegal or unenforceable in any respect for any reason, the remainder of this Agreement shall remain in full force and effect and the provision(s) in question shall be reformed so as to as nearly as possible achieve the purpose of the provision(s) in question.

9.9 Effect on Successor and Assigns. To the extent this Agreement is assignable, this Agreement shall bind and inure to the benefit of the Parties hereto, and their successors and assigns.

9.10 No Joint Venture. In all matters relating to this Agreement, the Parties are independent contractors. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party.

9.11 Condition of Binding Agreement; Amendments. This Agreement shall not be binding upon the Parties until it has been signed below by or on behalf of each Party. The Parties agree that no oral modifications to this Agreement shall be legally binding on either Party. This Agreement may only be amended in writing, signed by the Parties. The waiver or failure of either Party to exercise in any respect any right provided for such Party herein shall not be deemed a waiver of any further right hereunder.

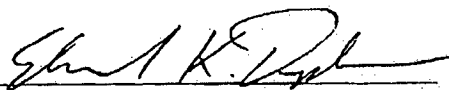
9.12 Interpretation. The headings and designated sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Parties have participated jointly in the negotiation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

9.13 Waiver. No relaxation, forbearance, delay or negligence by any Party in enforcing any of the terms and conditions of this Agreement, or the granting of time by any Party to another, shall operate as a waiver or prejudice, affect or restrict the rights, powers, or remedies of any Party hereto.

9.14 Counterparts and Facsimile. This Agreement may be executed on facsimile or scanned copies in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date set forth above:

WALBRO LLC.

BY: 

NAME: Edward K. Duplega

TITLE: Vice President, General Counsel and

DATE: August 23, 2018 Secretary

QV TOOL LIMITED LIABILITY COMPANY.

BY: 

NAME: FRANK TSOU

TITLE: CEO

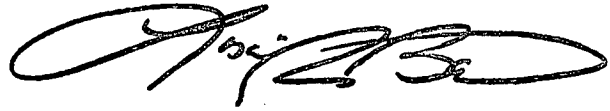
DATE: AUG 22, 2018

**CERTAIN CARBURETORS AND PRODUCTS
CONTAINING SUCH CARBURETORS**

Inv. No. 337-TA-1123

Certificate of Service – Page 1

I, Lisa R. Barton, hereby certify that the attached **ORDER NO. 21** has been served by hand upon the Commission Investigative Attorney, Vu Bui, Esq., and the following parties as indicated, on **September 24, 2018**.



Lisa R. Barton, Secretary
U.S. International Trade Commission
500 E Street SW, Room 112
Washington, DC 20436

<u>On Behalf of Complainant Walbro, LLC:</u>	
Richard W. Hoffmann, Esq. REISING ETHINGTON, PC 755 W. Big Beaver Rd., Suite Troy, MI 48084	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
<u>RESPONDENTS:</u>	
<u>On Behalf of Respondents HusQvarna Professional Products, Inc. and Lowe's Companies, Inc.:</u>	
Joshua B. Pond, Esq. KILPATRICK TOWNSEND & STOCKTON LLP 607 14 TH Street, NW, Suite 900 Washington, DC 20005	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
<u>On Behalf of Respondent Amazon.com, Inc.:</u>	
Stefani E. Shanberg, Esq. MORRISON & FOERSTER LLP 425 Market Street San Francisco, CA 94105	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
<u>On Behalf of Respondent MTD Products, Inc.:</u>	
Kathryn L. Clune, Esq. CROWELL & MORING LLP 1001 Pennsylvania Avenue, NW Washington, DC 20004-2595	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____

**CERTAIN CARBURETORS AND PRODUCTS
CONTAINING SUCH CARBURETORS**

Inv. No. 337-TA-1123

Certificate of Service – Page 2

<p><u>On Behalf of Respondents Techtronic Industries Co. Ltd. d/b/a Techtronic Industries Power Equipment and The Home Depot Inc.:</u></p>	
<p>Sean C. Cunningham, Esq. DLA PIPER LLP (US) 401 B Street, Suite 1700 San Diego, California 92101</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondents Kmart Corporation and Sears, Roebuck and Company:</u></p>	
<p>Eric S. Namrow, Esq. MORGAN, LEWIS & BOCKIUS LLP 1111 Pennsylvania Avenue, NW Washington, DC 20004-2541</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Ardisam, Inc.:</u></p>	
<p>James B. Coughlan, Esq. PERKINS COIE LLP 700 Thirteenth Street, NW, Suite 600 Washington, DC 20005-3930</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Zhejiang Ruixing Carburetor Manufacturing Co., Ltd.:</u></p>	
<p>P. Andrew Riley, Esq. MEI & MARK LLP 818 18th Street, NW, Suite 410 Washington, DC 20006</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Generac Power Systems, Inc.:</u></p>	
<p>Steven M. Auvil, Esq. SQUARE PATTON BOGGS (US) LLP 4900 Key Tower, 127 Public Square Cleveland, Ohio 44114</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Champion Power Equipment, Inc.:</u></p>	
<p>Benjamin E. Maskell, Esq. MASKELL LAW PLLC 888 N. Quincy St. Suite 701 Arlington, VA 22203</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>

**CERTAIN CARBURETORS AND PRODUCTS
CONTAINING SUCH CARBURETORS**

Inv. No. 337-TA-1123

Certificate of Service – Page 3

<p><u>On Behalf of Respondents Buffalo Corporation and Target Corporation:</u></p>	
<p>Marc W. Vander Tuig, Esq. ARMSTRONG TEASDALE 7700 Forsyth Blvd., Suite 1800 St. Louis, MO 63105</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Walmart Inc.:</u></p>	
<p>Rett Sotherly, Esq. LEVI & SNOTHERLY, PLLC 1101 Connecticut Avenue, NW, Suite 450 Washington, DC 20036</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Thunderbay Products:</u></p>	
<p>P. Andrew Riley, Esq. MEI & MARK LLP 818 18th Street NW, Suite 410 Washington, DC 20006</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Amerisun, Inc.:</u></p>	
<p>Adam D. Swain, Esq. ALSTON & BIRD LLP 950 F Street NW Washington, DC 20004</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Cabela's Inc. & Fujian Hualong Carburetor Co., Ltd.:</u></p>	
<p>Kecia J. Reynolds, Esq. PHILLSBURY WINTHROP SHAW PITTMAN LLP 1200 Seventeenth St., NW Washington, DC 20036</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Tractor Supply Company:</u></p>	
<p>Daniel E. Yonan, Esq. STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C. 1100 New York Avenue, NW Washington, DC 20005</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>

**CERTAIN CARBURETORS AND PRODUCTS
CONTAINING SUCH CARBURETORS**

Inv. No. 337-TA-1123

Certificate of Service – Page 4

<p><u>On Behalf of Respondent Northern Tool & Equipment Co., Inc.:</u></p>	
<p>Tyler P. Brimmer, Esq. FAFINSKI MARK & JOHNSON, P.A 775 Prairie Center Drive, Suite 400 Eden Prairie, MN 55344</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Menards, Inc.:</u></p>	
<p>Jeffrey L. Eichen, Esq. DRINKER BIDDLE & REATH LLP 222 Delaware Avenue, Suite 1410 Wilmington, DE 19801</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Frictionless World, LLC:</u></p>	
<p>Michael L. Doane, Esq. ADDUCI, MASTRIANI & SCHAUMBERG, LLP 842 w. South Boulder Road, Suite 100 Washington, DC 20036</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent FNA Group, Inc. and MAT Industries, LLC:</u></p>	
<p>Paul M. Bartkowski, Esq. ADDUCI, MASTRIANI & SCHAUMBERG, LLP 1133 Connecticut Avenue, NW, 12th Floor Washington, DC 20036</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent QV Tools Limited Company:</u></p>	
<p>Mark D. Schneider, Esq. DINSMORE & SHOHL 900 Wilshire Drive, Suite 300 Troy, Michigan 48084</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p><u>On Behalf of Respondent Huayi Carburetor Factory:</u></p>	
<p>Jordan L. Coyle, Esq. ORRICK HERRINGTON & SUTCLIFFE, LLP Columbia Center 1152 15th Street, NW Washington, DC 20005</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>

**CERTAIN CARBURETORS AND PRODUCTS
CONTAINING SUCH CARBURETORS**

Inv. No. 337-TA-1123

Certificate of Service – Page 5

<p>Funding Guangda General Machinery Co., Ltd. Tietang Industrial Distict, Fuding City, Fujian Province, 355200 China</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p>Wuyi Henghai Tools Co., Ltd. Baihuashan Industrial Zone Wuyi 321200, Jinhua, Zhejiang China</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p>Fuding Youyi Trade Co., Ltd. No. 176, Yuhu Community, Taimushan Town, Fuding, Ningde, Fujian, 355203 China</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p>Feldmann Eng. & Mfg. Co., Inc. 520 Forest Avenue Sheboygan Falls, WI 53085</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p>Imperial Industrial Supply Co. d/b/a Duromax Power Equipment 5800 Ontario Mills Parkway Ontario, CA 91764</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p>North American Tool Industries 78 Commercial Road Huntington, IN 48750</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p>Tool Tuff Direct LLC 15000 W. 44th Avenue Suite B. Golden, CO 80403</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>
<p>Tillotson Clash Industrial Estate Tralee, Co. Kerry Ireland</p>	<p><input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Via Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____</p>