

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

CERTAIN WIRELESS HEADSETS

Inv. No. 337-TA-943

**ORDER NO. 24: INITIAL DETERMINATION TERMINATING THE SONY
RESPONDENTS BASED ON A SETTLEMENT AGREEMENT**

(February 26, 2018)

Pursuant to 19 C.F.R. § 210.21(b), complainant One-E-Way, Inc. (“One-E-Way”) and respondents Sony Corporation, Sony Corporation of America, and Sony Electronics Inc. (collectively, “Sony”) filed a motion seeking to terminate this investigation as to Sony based upon a Confidential Settlement and License Agreement. Motion Docket No. 943-021. No responses to the motion were filed.

Commission Rule 210.21(b) provides:

An investigation before the Commission may be terminated as to one or more respondents pursuant to section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement. The motion for termination by settlement shall contain copies of the licensing or other settlement agreements, any supplemental agreements, any documents referenced in the motion or attached agreements, and a statement that there are no other agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation. If the licensing or other settlement agreement contains confidential business information within the meaning of § 201.6(a) of this chapter, a copy of the agreement with such information deleted shall accompany the motion. On motion for good cause shown, the administrative law judge may limit the service of the agreements to the settling parties and the Commission investigative attorney.

19 C.F.R. § 210.21(b).

I find that the pending motion for termination complies with the Commission Rules. In particular, movants have provided confidential and public versions of the Confidential

Settlement and License Agreement. Moreover, movants state: "There are no other agreements, written or oral, express or implied, between One-E-Way and Sony concerning the subject matter of this Investigation." Mot. at 1. In addition, I find that there are no extraordinary circumstances that warrant denying the motion.

With respect to the public interest, the Commission Rules provide that when considering a motion to terminate based upon a settlement agreement, the Administrative Law Judge "shall consider and make appropriate findings in the initial determination regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, and U.S. consumers." 19 C.F.R. § 210.50(b)(2). Movants argue:

[T]ermination of this investigation with respect to Sony will not adversely affect the public interest because it will not affect the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.

. . . It is in the interest of the public and administrative economy to grant this Motion. Commission policy and the public interest generally favor agreements terminating investigations, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted.

Mot. at 3-4.

Having considered the arguments of the parties, I find there is no evidence indicating that terminating this investigation based on the Confidential Settlement and License Agreement between One-E-Way and Sony would be contrary to the public interest.

Accordingly, it is my initial determination that Motion No. 943-021 is granted.

Respondents Sony Corporation, Sony Corporation of America, and Sony Electronics Inc. are

hereby terminated from this investigation.¹

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.



Thomas B. Pender
Administrative Law Judge

¹ I also grant the movants' request to restrict disclosure of the unredacted Confidential Settlement and License Agreement to the Commission. *See* Mot. at 2.

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before the Honorable Thomas B. Pender
Administrative Law Judge

In the Matter of

CERTAIN WIRELESS HEADSETS

Inv. No. 337-TA-943

**JOINT MOTION FOR TERMINATION BY SETTLEMENT AS TO
RESPONDENTS SONY CORPORATION, SONY CORPORATION OF AMERICA,
AND SONY ELECTRONICS INC.**

Complainant One-E-Way, Inc. (“One-E-Way”) and Respondents Sony Corporation, Sony Corporation of America, and Sony Electronics Inc. (collectively “Sony”), by and through their undersigned counsel, pursuant to 19 C.F.R. § 210.21(b), move for the termination of this Investigation with respect to Sony in light of the Confidential Settlement and License Agreement attached hereto (Exhibit A), each party to bear its own costs and fees. There are no other agreements, written or oral, express or implied, between One-E-Way and Sony concerning the subject matter of this Investigation.

GROUND RULE 5.1.2 CERTIFICATION

Pursuant to Ground Rule 5.1.2, One-E-Way and Sony certify that the moving parties made good-faith efforts to resolve the matter with the other parties at least two (2) business days prior to filing this motion. The Creative Respondents have no objections to the filing of this motion but do not thereby admit the accuracy of any factual or legal assertions contained therein. The BlueAnt and GN Netcom Respondents have not taken a position on the motion.

PUBLIC VERSION

MOTION

Pursuant to Commission Rule 210.21(b), One-E-Way and Sony are contemporaneously filing a public version of this Motion attaching thereto a public version of the License Agreement and Settlement Agreement with the confidential business information redacted.

Pursuant to Commission Rule 210.21(b)(1), One-E-Way and Sony additionally request that service of the unredacted version of the Agreements be limited to the Commission. As discussed in the Memorandum below, good cause exists for this request given the highly sensitive nature of the redactions. A version of the License Agreement and Settlement Agreement with only the highly sensitive terms redacted is being served on counsel for the non-settling Respondents.

Pursuant to Commission Rule 210.50(b)(2), One-E-Way and Sony state that termination of this investigation with respect to Sony will not adversely affect the public interest because it will not affect the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.

For the reasons set forth in the below Memorandum, One-E-Way and Sony respectfully request that the Administrative Law Judge issue an Initial Determination granting this Joint Motion by terminating this Investigation with respect to the Sony Respondents in accordance with 19 C.F.R. § 210.21(b) and certify the Initial Determination to the Commission.

MEMORANDUM

This Memorandum of Points and Authorities supports the Joint Motion for Termination by Settlement as to the Sony Respondents. The parties submit that there are no other agreements, written or oral, express or implied, between One-E-Way and Sony concerning the subject matter of this Investigation.

PUBLIC VERSION

Pursuant to Commission Rule 210.21(b)(1), service of the unredacted version of the Agreements should be limited to the Commission. Good cause exists for this request given the highly sensitive nature of the redactions. *See, e.g., Certain Navigation Products, Including GPS Devices, Navigation and Display Systems, Radar Systems, Navigational Aids, Mapping Systems and Related Software*, Inv. No. 337-TA-900, Order No. 14 at 1-2 (Apr. 8, 2014) (granting settling parties' request to bar non-settling parties from accessing full unredacted version of the settlement agreement). More particularly, One-E-Way makes and sells wireless headsets, as do Sony and the other Respondents. And One-E-Way is presently in the midst of settlement negotiations with the other Respondents. Publicizing the specific terms of the License and Settlement Agreement, including the nature and scope of the license, as well as the consideration terms, would likely detrimentally affect and hinder One-E-Way's ongoing negotiations to reach settlement with the other Respondents.

Similarly, Sony states that it would not disclose the terms of its commercial contracts to its competitors, including the other Respondents in this action, and that disclosure of the unredacted settlement agreement could give the other respondents a competitive advantage. A version of the License Agreement and Settlement Agreement with only the highly sensitive terms redacted (Exhibit A) is being served on counsel for the non-Sony Respondents.

Pursuant to Commission Rule 210.50(b)(2), One-E-Way and Sony state that the termination of this investigation with respect to Sony will not adversely affect the public interest because it will not affect the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.

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In the event of a settlement, 19 C.F.R. § 210.21(b) authorizes the Administrative Law Judge to terminate the investigation with respect to the settling respondents. It is in the interest of the public and administrative economy to grant this Motion. Commission policy and the public interest generally favor agreements terminating investigations, which preserve resources for both the Commission and the private parties, and termination based on a settlement agreement is routinely granted. *See, e.g., Certain Wireless Consumer Elecs. Devices and Components Thereof*, Inv. No. 337-TA-853, Comm'n Op., 2013 ITC LEXIS 1388 at *6 (Sept. 20, 2013) (“Moreover, the public interest favors settlement to avoid needless litigation and to conserve public and private resources.”); *Certain Semiconductor Chips with Minimized Chip Package Size and Prods. Containing Same*, Inv. No. 337-TA-630, Order No. 25, 2008 ITC LEXIS 1461 at *4 (Sept. 4, 2008) (“[T]he termination of an investigation as to a respondent, such as that proposed by the motion, is generally in the public interest.”).

For the reasons set forth herein, One-E-Way and Sony respectfully request that the Administrative Law Judge issue an Initial Determination granting this Motion to terminate the above captioned investigation with respect to Sony in accordance with 19 C.F.R. § 210.21(b) and certify the Initial Determination to the Commission.

Respectfully submitted,

Dated: February 12, 2018

By: /s/ Douglas G. Muehlhauser

Douglas G. Muehlhauser
Payson LeMeilleur

KNOBBE, MARTENS, OLSON & BEAR, LLP
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Irvine, CA 92614
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Facsimile: (949) 760-9502

Counsel for Complainant, One-E-Way, Inc.

PUBLIC VERSION

Dated: February 12, 2018

By: /s/ John Flock

John Flock

John Flock
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*Counsel for Respondents Sony Corporation,
Sony Corporation of America, and
Sony Electronics Inc.*

EXHIBIT A

Inv. No. 337-TA-943

**REDACTED CONFIDENTIAL SETTLEMENT AND
LICENSE AGREEMENT [PUBLIC VERSION]**

PUBLIC VERSION

CONFIDENTIAL SETTLEMENT AND LICENSE AGREEMENT

This SETTLEMENT AND LICENSE AGREEMENT (the "Agreement") is by and between One-E-Way, Inc. ("Licensor"), a Delaware corporation with its principal place of business at 3016 F. Colorado Blvd. #70848, Pasadena, CA 91107, and Sony Corporation, a Japanese corporation with its principal place of business at 1-7-1 Konan Minato-ku, Tokyo, 108-0075 Japan, on behalf of itself and its Affiliates, including Sony Corporation of America, a New York corporation, and Sony Electronics Inc., a Delaware corporation (collectively and including Affiliates, "Licensee") (individually as a "Party" and collectively as the "Parties") and is effective as of the date of the later of the execution signatures ("Effective Date").

RECITALS

A. Licensor initiated an investigation at the United States International Trade Commission entitled *In the Matter of Certain Wireless Headsets*, Inv. No. 337-TA-943 (hereinafter, "the Investigation") naming Sony Corporation, Sony Corporation of America, and Sony Electronics as Respondents (collectively, the "Sony Respondents") and asserting infringement of U.S. Patent Nos. 7,865,258 and 8,131,391. Sony Corporation, Sony Corporation of America, and Sony Electronics asserted defenses including non-infringement and invalidity.

B. Sony Corporation filed Petitions for *Inter Partes* Review of U.S. Patent Nos. 7,865,258 (IPR2018-00216 and IPR2018-00217), 8,131,391 (IPR2018-00218 and IPR2018-00219), and 9,282,396 (IPR2016-01638 and IPR2016-01639), in the United States Patent and Trademark Office ("the IPRs").

C. Neither the fact of a Party's entry into this Agreement nor the terms hereof nor any acts undertaken pursuant hereto shall constitute an admission or concession regarding liability or the validity of any claim, defense or other allegation in the Investigation or the IPRs.

D. The Parties now wish to end the Investigation and IPRs, and enter into this Agreement to resolve their dispute in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the licenses, releases, representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Definitions

"Affiliate" means any Entity for which a Party, now or hereafter, directly or indirectly, owns [redacted] of outstanding shares representing the right to vote for the election of directors or other managing authority.

“Entity” means any individual, company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

“Licensed Patents” means (i) all patents and patent applications which Licensor owns or has the right to grant a license, or has the right to claim damages as of the Effective Date, including but not limited to U.S. Patent No. 7,865,258; U.S. Patent No. 8,131,391; U.S. Patent No. 9,282,396; U.S. Patent No. 9,107,000; U.S. Patent No. 7,684,885; U.S. Patent No. 7,412,294; U.S. Patent Application No. 10/027,391; and U.S. Patent Application No. 15/003,242 including divisionals, continuations, continuations-in-part, reexaminations or reissues thereof, and (ii) any U.S. or worldwide patent or application claiming priority to or from the aforementioned.

“Covered Products” means all Licensee products (including finished products, modules, components, etc.) and Licensee services that were, are or will be used, sold, offered for sale, manufactured, distributed, exported, or imported by, for or on behalf of Licensee.

2. Grant of License Rights

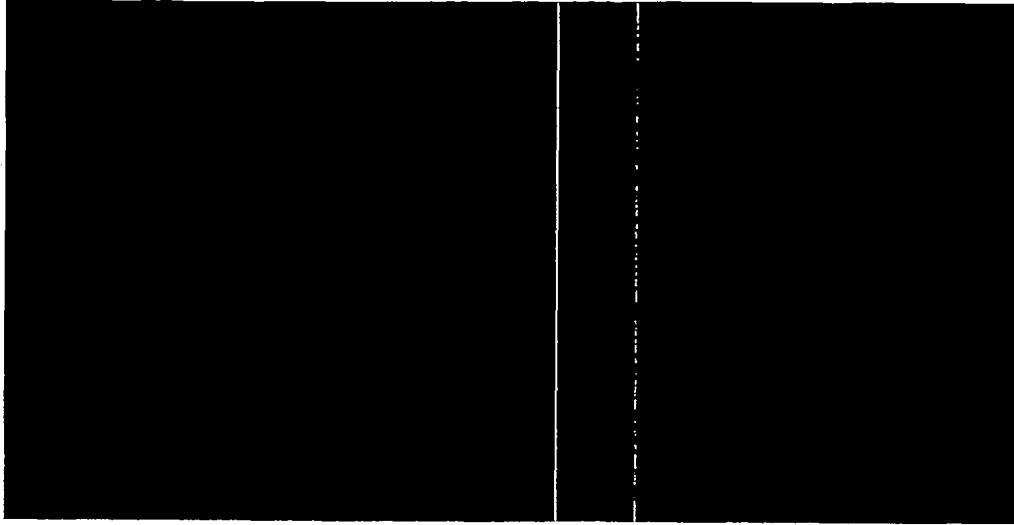
2.1 Patent License Grant. Licensor grants to Licensee [REDACTED] non-exclusive, non-transferable, irrevocable, worldwide license under the Licensed Patents, without right to sub-license, to make, have made, use, have used, practice, sell, offer for sale, provide, purchase, license, lease, supply, distribute, export, import, and otherwise dispose of Covered Products. This grant shall be subject to the payment by Licensee to Licensor of the [REDACTED] as provided by this Agreement and shall terminate with the expiration of the last patent to expire of the Licensed Patents.

2.2 Ownership of the Licensed Patents. Licensor represents and warrants to Licensee as of the Effective Date that Licensor is the sole and exclusive owner of all right, title and interest in and to the Licensed Patents. Nothing in this Agreement will be construed as granting Licensee any ownership rights in the Licensed Patents.

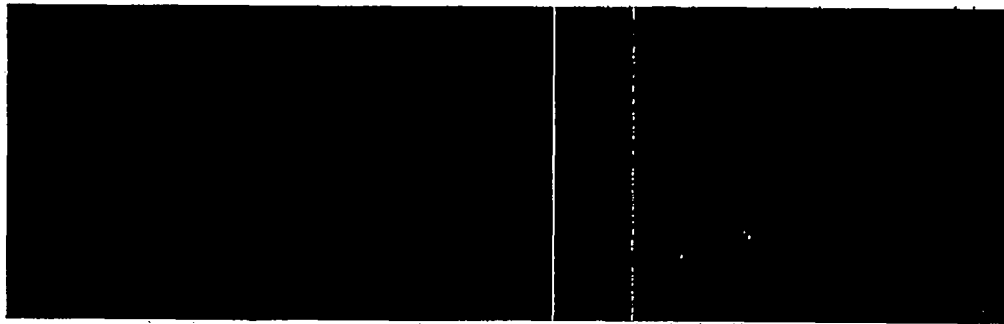
[REDACTED]

[REDACTED]

[REDACTED]



4. Covenants



5. Mutual Release

5.1 The Parties and their Affiliates irrevocably release, discharge, and hold harmless each other from any claims and causes of action they may possess against the other Party, whether known or unknown, on a worldwide basis, accruing before the date of this Agreement.

This release is intended to be as broad as possible and encompass all claims at common law, the statutes of any country or any regulatory claim.

5.2 Without limiting or changing the provisions of Section 5.1 of this Agreement, the Parties hereby irrevocably waive any reliance upon Section 1542 of the California Civil Code, or any similar legal provision, which may be adjudicated for any reason to apply notwithstanding or as a result of Section 5.1. Section 1542 of the California Civil Code states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

This full release of known and unknown claims applies in any jurisdiction where a claim inconsistent with the release might be filed, notwithstanding the existence in any such jurisdiction of a statute or other legal provision similar to Section 1542 of the California Civil Code

6. Dismissal

6.1 Within ten (10) business days after this Agreement is fully executed between the Parties, the Parties shall file a Joint Motion to Terminate the Investigation as to the Sony Respondents, and shall file joint requests for termination of each of the IPRs under 35 U.S.C. § 317(a).

7. Confidentiality

7.1 The mere existence of this Agreement (including the identification of the Parties and any patents that are a part of the Licensed Patents) is not confidential and the Parties may confirm: a) the settlement of the Investigation and b) the grant by Licensor to Licensee of the licenses, non-assertion and releases above.

7.2 The remaining terms of this Agreement, however, are confidential and shall not be disclosed except: (i) as required by law, including the requirements of a public offering or securities filing; (ii) in confidence, to accountants, lawyers and advisors to the Parties or in connection with a merger, acquisition, divestiture or proposed merger, divestiture or acquisition, or the like; (iii) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; (iv) during the course of a lawsuit so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of the litigating Party, which includes, without limitation, designating the Agreement under the highest available level of protection under a protective order; or (v) by a Party to its Affiliates.

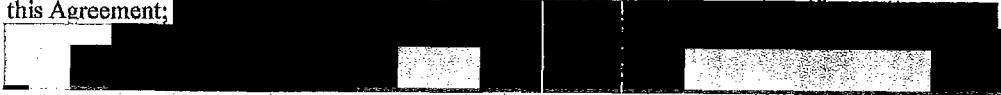
7.3 Neither Party shall issue any press release without the prior written consent of the other Party.

8. Representations and Warranties

8.1 Organization and Qualification. Each Party represents and warrants that it is duly organized and existing in good standing under the laws of the jurisdiction in which it is organized.

8.2 Authorized Agreement. Each Party represents and warrants that the execution and delivery of this Agreement, and the granting of rights and performance of the transactions and obligations contemplated by this Agreement, are within its powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency and do not, and will not, contravene, violate or conflict with or constitute a default under any provision of applicable law or regulation.

8.3 Licensor's Specific Representations and Warranties. Licensor hereby represents and warrants as of the Effective Date that (i) Licensor is the owner of the entire right, title and interest in and to the Licensed Patents and that it has the entire right and authority to grant licenses and rights on the terms set forth in this Agreement; (ii) Licensor has not entered into any agreement with any other Entity that would restrict the licenses and rights granted to Licensee in this Agreement;



9. Disclaimer and Limitation of Liability

9.1 Disclaimer of Warranties. THE WARRANTIES AND REPRESENTATIONS SET FORTH HEREIN ARE THE ONLY WARRANTIES AND REPRESENTATIONS MADE BY THE RESPECTIVE PARTIES. EACH PARTY EXPRESSLY DISCLAIMS, AND HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

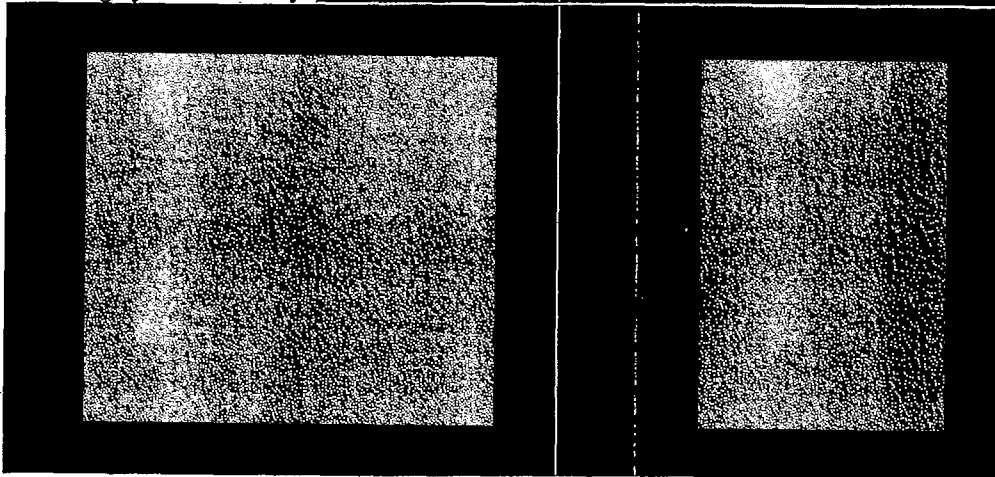
9.2 NEITHER PARTY SHALL BE LIABLE FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1 Governing Law and Venue. This Agreement will be interpreted in accordance with the laws of New York, United States of America, without regard to the conflicts of laws principles thereof. Any litigation resulting from a dispute arising with respect to this Agreement shall be brought exclusively in a state or federal court sitting in the United States District Court for the Southern District of New York. Solely in connection with such litigation, the Parties waive any claim that such court does not have personal jurisdiction over the Parties or is an inconvenient forum.

10.2 Independent Contractors. Each Party acknowledges and agrees that it is dealing with the other Party as independent contractors. Nothing contained in this Agreement will be interpreted as making either Party the employee or agent of the other Party or as conferring upon either Party the power of authority to bind the other Party in any transaction with third parties.

10.3 Successors, Assigns and Beneficiaries. This Agreement (including all grants, obligations and provisions herein) shall inure to the benefit of, and be binding upon, future successors and future assigns of any and all interests and rights of the Parties. The Parties have an obligation to impose the same obligations contained herein on such future successors or future assigns. No purported assignment or transfer by Licensor or Licensee of this Agreement or any part thereof shall have any force or validity whatsoever, except, unless and until approved in writing by the other Party.



10.4 Notices. All legal notices required herein will be in writing addressed to the respective Parties as set forth below and will either be (i) personally delivered, (ii) transmitted by postage prepaid certified mail, return receipt requested, or (iii) transmitted by nationally recognized private express courier, and will be deemed to have been given on the date of receipt. Either Party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this section.

If to Licensor: Douglas G. Muehlhauser
Knobbe, Martens, Olson & Bear LLP
2040 Main St., Irvine, CA 92614
Doug.Muehlhauser@knobbe.com

If to Licensee: Sony Corporation
General Manager
IP Alliance & Licensing Department
Intellectual Property Division
1-7-1 Konan, Minato-ku, Tokyo, 108-0075 Japan

10.5 Force Majeure. Neither Party will be responsible for any failure to perform its obligations under this Agreement due to acts of God, war, acts of terrorism, riot, embargoes, acts of civil or military authorities, fire, or floods.

10.6 Bankruptcy. All licenses and releases granted to Licensee under this Agreement are deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to intellectual property as defined under Section 101 of the U.S. Bankruptcy Code, as amended. Licensor and Licensee agree that any Party who is a licensee or beneficiary of such rights under this Agreement, shall retain and may exercise all of its rights and elections under the U.S. Bankruptcy Code, as amended. To the extent that similar protections of its rights are available to Licensee in foreign jurisdictions, they agree that they shall be entitled to retain and exercise all such rights.

10.7 Waiver. The waiver, express or implied, by either Party of any breach of this Agreement by the other Party will not waive any subsequent breach by such Party of the same or a different kind.

10.8 Headings. The headings to the sections and exhibits of this Agreement are included merely for convenience of reference and do not affect the meaning of the language included therein.

10.9 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, the other provisions of this Agreement will remain in full force and effect.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original. For purposes hereof, a facsimile or PDF copy of this Agreement, including the signature pages hereto, will be deemed to be an original.

10.11 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the Parties, and integrates all prior discussions between the Parties related to its subject matter. No modification of any of the terms herein will be valid unless in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

ONE-E-WAY, INC.

By: 

Name: C. Earl Woolfork

Title: President

Date: 02-02-2018

SONY CORPORATION

By: 

Name: Tomonori Okuwaki

Title: Senior General Manager
Intellectual Property Division

Date: February 8, 2018

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing **JOINT MOTION FOR TERMINATION BY SETTLEMENT AS TO RESPONDENTS SONY CORPORATION, SONY CORPORATION OF AMERICA, AND SONY ELECTRONICS [PUBLIC VERSION]** were served upon the following parties as indicated on this 12th day of February, 2018.

The Honorable Lisa R. Barton
Secretary to the Commission
U.S. International Trade Commission
500 E Street, S.W., Room 112
Washington, D.C. 20436

- Via Hand Delivery
- Via Overnight Federal Express Delivery
- Via First Class Mail
- Via Facsimile
- Via Electronic Filing

The Honorable Thomas B. Pender
Administrative Law Judge
U.S. International Trade Commission
500 E. Street, S.W., Room 317
Washington, DC 20436
Email: Patricia.Chow@usitc.gov

- Via Hand Delivery
- Via Overnight Federal Express Delivery
- Via First Class Mail
- Via Facsimile
- Via Electronic Mail

Counsel for Complainant One-E-Way, Inc.

Douglas G. Muehlhauser
Knobbe, Martens, Olson & Bear, LLP
2040 Main Street, 14th Floor
Irvine, CA 92614
Email: 1EWayITC@knobbe.com

- Via Hand Delivery
- Via Overnight Federal Express Delivery
- Via First Class Mail
- Via Facsimile
- Via Electronic Mail

Counsel for Respondents BlueArt Wireless Pty Ltd. and BlueArt Wireless Inc.

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- Via Electronic

Counsel for Respondents Creative Labs, Inc. and Creative Technology Ltd.

Jonathan Baker

Farney Daniels PC

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- Via Overnight Federal Express Delivery
- Via First Class Mail
- Via Facsimile
- Via Electronic

Counsel for Respondent GN Netcom A/S d/b/a Jabra

William B. Nash

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San Antonio, TX 78205

Email: GN-ITC@haynesboone.com

- Via Hand Delivery
- Via Overnight Federal Express Delivery
- Via First Class Mail
- Via Facsimile
- Via Electronic

/s/ Melissa A. Rutledge

Melissa A. Rutledge

Paralegal

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **Order No. 24** has been served upon the following parties as indicated, on

FEB 26 2018



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

FOR COMPLAINANT ONE-E-WAY, INC.	
Douglas G. Muehlhauser, Esq. KNOBBE, MARTENS, OLSEN & BEAR, LLP 2040 Main Street, 14 th Floor Irvine, CA 92614	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
FOR RESPONDENT GN NETCOM A/S d/b/a JABRA:	
William B. Nash, Esq. HAYNES & BOONE, LLP 112 East Pecan Street, Suite 1200 San Antonio, TX 78205	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
FOR RESPONDENS SONY CORPORATION, SONY CORPORATION OF AMERICA, & SONY ELECTRONICS, INC.:	
Paul T. Qualey, Esq. ANDREWS KURTH KENYON LLP 1350 I Street N.W., Suite 1100 Washington, DC 20005	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____

CERTAIN WIRELESS HEADSETS

INV. NO. 337-TA-943

FOR RESPONDENTS CREATIVE TECHNOLOGY LTD & CREATIVE LABS, INC.:	
Jonathan Baker, Esq. FARNEY DANIELS, PC 411 Borel Avenue, Suite 350 San Mateo, CA 94402	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____
FOR RESPONDENTS BLUEANT WIRELESS PTY, LTD. & BLUEANT WIRELESS, INC.:	
Patricia L. Peden, Esq. LECLAIRRYAN, LLP 44 Montgomery Street, Suite 3100 San Francisco, CA 94104	<input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____