

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

In the Matter of

**CERTAIN STANDARD CELL
LIBRARIES, PRODUCTS CONTAINING
OR MADE USING THE SAME,
INTEGRATED CIRCUITS MADE USING
THE SAME, AND PRODUCTS
CONTAINING SUCH INTEGRATED
CIRCUITS**

Inv. No. 337-TA-906

Order No. 36: INITIAL DETERMINATION
Terminating the Investigation

On September 2, 2014, pursuant to 19 C.F.R. § 210.21(b), complainant Tela Innovations, Inc. and respondents Taiwan Semiconductor Manufacturing Co., Ltd. and TSMC North America (together, the “private parties”) filed a joint motion to terminate this investigation in its entirety based on a binding Letter of Intent, and a memorandum in support thereof. Motion Docket No. 906-85. The Commission Investigative Staff filed a response supporting the motion.

Commission Rule 210.21(a)(2) provides that “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement” 19 C.F.R. § 210.21(a)(2). Commission Rule 210.21(b)(1) provides in relevant part that “[a]n 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.” 19 C.F.R. § 210.21(b)(1).

The private parties state that they have entered into “a binding Letter of Intent” (attached as Exhibit 1 to the pending motion) dated September 1, 2014, “whereby they jointly agreed to

execute a final Settlement Agreement disposing of this matter and all other pending litigation between the Private Parties within thirty days.” Mot. at 1. They also state that “this binding agreement is not the typical letter of intent” *Id.* at 2. The Letter of Intent is the result of weeks of negotiation, and is several pages in length. *See id.* The pending motion to terminate, and thus also this initial determination, is based on the fact that the private parties have entered into the Letter of Intent and request the immediate cessation of litigation before the Commission. *See id.* at 1-2. The pending motion to terminate, and thus this initial determination, is not based upon the completion of any action in the future.

Indeed, pursuant to Commission Rule 210.21(b)(1), the private parties state that “[t]here are no other operative agreements, written or oral, express or implied, between the Private Parties concerning the subject matter of this above-captioned investigation.” Mot. at 2. The private parties further state that “termination of this investigation will not negatively impact the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, or U.S. consumers.” Mem. at 2-3.

Having reviewed the parties’ motion papers and the Letter of Intent entered into by the private parties, it is the determination of the undersigned that the pending motion complies with the Commission Rules. Termination of this investigation will conserve public and private resources, and is in the interest of public policy. Inasmuch as the private parties have agreed to settle the dispute underlying this investigation, it is the initial determination of the undersigned that Motion No. 906-85 is granted. This investigation is terminated in its entirety.

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 contained herein.



David P. Shaw
Administrative Law Judge

Issued: September 9, 2014

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before The Honorable David P. Shaw
Administrative Law Judge

_____)
In the Matter of)
) Investigation No. 337-TA-906
CERTAIN STANDARD CELL LIBRARIES,)
PRODUCTS CONTAINING OR MADE)
USING THE SAME, INTEGRATED CIRCUITS)
MADE USING THE SAME, AND PRODUCTS)
CONTAINING SUCH INTEGRATED)
CIRCUITS)
_____)

**JOINT MOTION TO TERMINATE THE INVESTIGATION BY SETTLEMENT AND
STAY THE PROCEDURAL SCHEDULE**

Complainant Tela Innovations, Inc. (“Tela”) and Respondents Taiwan Semiconductor Manufacturing Co., Ltd. and TSMC North America (collectively “TSMC”) (all collectively the “Private Parties”) hereby jointly move to terminate the above-captioned investigation pursuant to the provisions of 19 C.F.R. § 210.21(b) and based on the attached binding Letter of Intent (Exhibit 1 to the accompanying Memorandum). Tela and TSMC also request a stay of the procedural schedule, including a stay of the filing of pre-hearing briefs currently due on September 4, 2014, and an extension of the Target Date for completion of this Investigation, if necessary. Pursuant to Ground Rule 5.e., the Private Parties certify that they met and conferred with the Staff regarding the present motion on September 2, 2014. The Staff agreed to waive the two day notice requirement of Ground Rule 5.e., and indicated that it supports the stay and will take a position on the remainder of this Motion after reviewing the papers.

The Private Parties have entered a binding Letter of Intent whereby they jointly agreed to execute a final Settlement Agreement disposing of this matter and all other pending litigation between the Private Parties within thirty days, which agreement is dated September 1, 2014. As

the Court will see, this binding agreement is not the typical letter of intent but was heavily negotiated for weeks and spans ten pages with several exhibits. There are no other operative agreements, written or oral, express or implied, between the Private Parties concerning the subject matter of this above-captioned investigation. The Private Parties are acting expeditiously pursuant to the Letter of Intent and bringing this matter before the ALJ in a timely manner.

The Private Parties respectfully request that the enclosed confidential exhibit be treated as confidential pursuant to the Protective Order, and only be disclosed to counsel for the Private Parties, the Commission, the Administrative Law Judge, and the Staff. A public version is also provided, with financial terms, closing conditions, and other terms not relevant to the public redacted.

The confidential treatment requested by the Private Parties is appropriate and consistent with Commission precedent and the public interest, which favors settlement. *See Certain Semiconductor Chips and Products Containing the Same*, Inv. No 337-TA-753, Order No. 26, 2011 ITC LEXIS 1004, (June 20, 2011); *Certain Dynamic Random Access Memory Semiconductors and Products Containing Same, Including Memory Modules*, Inv. 337-TA-707, Order No. 10, 2010 ITC LEXIS 1125, (June 29, 2010); *Certain Automotive Multimedia Display and Navigation Systems*, Inv. No. 337-TA-657, Order No. 27, 2009 ITC LEXIS 1044, (June 23, 2009).

The Private Parties respectfully request that the Administrative Law Judge issue an Initial Determination terminating this Investigation or staying the procedural schedule and extending the Target Date for thirty days by settlement.

Date: September 2, 2014

Respectfully submitted,

/s/ William D. Belanger

/s/ Ashok Ramani

William D. Belanger
Alison L. McCarthy
David M. Magee
Jaclyn M. Essinger
Pepper Hamilton LLP
19th Floor, High Street Tower
125 High Street
Boston, MA 02110-2736
Tel: 617-204-5100
Fax: 617-204-5150

Goutam Patnaik
David J. Shaw
Michael H. Durbin
Gwendolyn Tawresey
Pepper Hamilton LLP
Hamilton Square
600 Fourteenth Street, N.W.
Washington, DC 20005-2004
Tel: 202-220-1247
Fax: 202-220-1665

Thomas F. Fitzpatrick
Charles F. Koch
Pepper Hamilton LLP
333 Twin Dolphin Drive
Suite 400
Redwood City, CA 94065
Tel: 650.802.3600
Fax: 650.802.3650

Counsel for Complainant Tela Innovations, Inc.

Jeffrey R. Chanin
Ashok Ramani
Quyên L. Ta
KEKER & VAN NEST LLP
633 Battery Street
San Francisco, CA 94111-1809
415 391 5400 (Telephone)
415 397 7188 (Facsimile)

Kenneth R. Adamo
William E. Devitt
David Rokach
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654
312 862 2000 (Telephone)
312 862 2200 (Facsimile)

Ya-Chiao Chang
KIRKLAND & ELLIS INTERNATIONAL LLP
29th Floor, China World Office 2
No.1 Jian Guo Men Wai Avenue
Beijing 100004
P.R. China
8610 5737 9300 (Telephone)
86105737 9301 (Facsimile)

D. Sean Trainor
KIRKLAND & ELLIS LLP
655 15th Street, N.W.
Washington, DC 20005
202 879 5212 (Telephone)
202 654 9642 (Facsimile)

*Attorneys for Respondent Taiwan Semiconductor
Manufacturing Co., Ltd. and TSMC North America*

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before The Honorable David P. Shaw
Administrative Law Judge

In the Matter of)	
)	Investigation No. 337-TA-906
CERTAIN STANDARD CELL LIBRARIES,)	
PRODUCTS CONTAINING OR MADE)	
USING THE SAME, INTEGRATED CIRCUITS)	
MADE USING THE SAME, AND PRODUCTS)	
CONTAINING SUCH INTEGRATED)	
CIRCUITS)	

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO TERMINATE THE
INVESTIGATION BY SETTLEMENT AND STAY THE PROCEDURAL SCHEDULE**

Complainant Tela Innovations, Inc. (“Tela”) and Respondents Taiwan Semiconductor Manufacturing Co., Ltd. and TSMC North America (collectively “TSMC”) (all collectively the “Private Parties”) hereby submit the following memorandum of points and authorities in support of their Joint Motion to Terminate the Investigation by settlement pursuant to 19 C.F.R. § 210.21(b). A true and accurate copy of the Letter of Intent between Tela and TSMC is attached as Confidential Exhibit 1. A redacted public version of the Letter of Intent is attached as Public Exhibit 1. The Private Parties represent that there are no other agreements, written or oral, express or implied, between them concerning the subject matter of the investigation. The Private Parties respectfully request the following treatment with respect to the confidentiality of the Letter of Intent: a redacted public version of the Letter of Intent is included with the public version of this submission, and an unredacted confidential version of the Letter of Intent has been provided separately by the Private Parties for the sole use of the Administrative Law Judge, the Commission, and the Staff.¹

This Joint Motion eliminates any need to continue this Investigation. Termination of this Investigation will conserve the Commission and private parties’ resources, and is therefore in the public interest. For these reasons, and the reasons set forth below, the Private Parties respectfully submit that the Joint Motion should be granted.

The Private Parties have entered a binding Letter of Intent whereby they jointly agreed to execute a final Settlement Agreement disposing of this matter and all other pending litigation between the Private Parties within thirty days, which agreement is dated September 1, 2014. The Private Parties are acting expeditiously pursuant to the Letter of Intent and bringing this matter

¹ The confidential treatment requested by Tela and TSMC is appropriate and consistent with Commission precedent and the public interest which favors settlement. *See, e.g., Certain Automotive Multimedia Display and Navigation Systems*, Inv. No. 337-TA-657, Order No. 27, 2009 ITC LEXIS 1044, (June 23, 2009).

before the ALJ in a timely manner. Thus, the Private Parties seek a stay of the procedural schedule for thirty (30) days, through and including October 1, 2014, in the alternative to the motion to terminate requested.

I. STANDARD FOR TERMINATION OF INVESTIGATION BY SETTLEMENT

Commission Rule 210.21 governs motions to terminate. That rule provides, *inter alia*, that “any party may move at any to terminate an investigation” on the basis of a settlement. 19 C.F.R. § 210.21(a)(2). With respect to motions to terminate by entry of a settlement, Commission Rule 210.21(b)(1) states:

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. A motion for termination by settlement shall contain copies of the licensing or other settlement agreement, any supplemental 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.

II. TELA AND TSMC HAVE SATISFIED THE REQUIREMENTS OF COMMISSION RULE 210.21(B)

Termination of this Investigation will conserve the Commission’s and private parties’ resources and therefore, is in the public interest. *Certain DVD/CD Players and Recorders, Color Television Receivers and Monitors, and Components Thereof*, Inv. No. 337-TA-542, Order No. 16, Initial Determination Granting Joint Motion to Terminate the Investigation Based on Settlement Agreements, at 3 (December 21, 2005) (“[T]he public interest favors settlement to avoid needless litigation and to conserve public and private resources.”).

The Parties further submit that termination of this investigation will not negatively impact the public health and welfare, competitive conditions in the United States economy, the

production of like or directly competitive articles in the United States, or U.S. consumers. *See Certain Personal Computer/Consumer Electronic Convergent Devices, Components Thereof, and Products Containing Same*, Inv. No. 337-TA-558, Order No. 10, Initial Determination Granting Joint Motion of Complainant Intervideo Digital Technology Corp. and Respondent Winbook Computer Corp. to Terminate, at 4 (April 20, 2006), citing 19 C.F.R. § 210.50(b)(2).

The Private Parties respectfully request that the enclosed confidential exhibit be treated as confidential pursuant to the Protective Order, and only be disclosed to the Commission, the Administrative Law Judge, and the Staff. A public version is also provided, with financial terms, closing conditions, and other terms not relevant to the public redacted.

The confidential treatment requested by the Private Parties is appropriate and consistent with Commission precedent and the public interest, which favors settlement. *See Certain Semiconductor Chips and Products Containing the Same*, Inv. No 337-TA-753, Order No. 26, 2011 ITC LEXIS 1004, (June 20, 2011); *Certain Dynamic Random Access Memory Semiconductors and Products Containing Same, Including Memory Modules*, Inv. 337-TA-707, Order No. 10, 2010 ITC LEXIS 1125, (June 29, 2010); *Certain Automotive Multimedia Display and Navigation Systems*, Inv. No. 337-TA-657, Order No. 27, 2009 ITC LEXIS 1044, (June 23, 2009).

III. CONCLUSION

Based on the foregoing, the Private Parties respectfully request that the Administrative Law Judge issue an Initial Determination terminating this Investigation or staying the procedural schedule and extending the Target Date for thirty days, due to settlement.

Date: September 2, 2014

Respectfully submitted,

/s/ William D. Belanger

William D. Belanger
Alison L. McCarthy
David M. Magee
Jaclyn M. Essinger
Pepper Hamilton LLP
19th Floor, High Street Tower
125 High Street
Boston, MA 02110-2736
Tel: 617-204-5100
Fax: 617-204-5150

Goutam Patnaik
David J. Shaw
Michael H. Durbin
Gwendolyn Tawresey
Pepper Hamilton LLP
Hamilton Square
600 Fourteenth Street, N.W.
Washington, DC 20005-2004
Tel: 202-220-1247
Fax: 202-220-1665

Thomas F. Fitzpatrick
Charles F. Koch
Pepper Hamilton LLP
333 Twin Dolphin Drive
Suite 400
Redwood City, CA 94065
Tel: 650.802.3600
Fax: 650.802.3650

Counsel for Complainant Tela Innovations, Inc.

/s/ Ashok Ramani

Jeffrey R. Chanin
Ashok Ramani
Quyên L. Ta
KEKER & VAN NEST LLP
633 Battery Street
San Francisco, CA 94111-1809
415 391 5400 (Telephone)
415 397 7188 (Facsimile)

Kenneth R. Adamo
William E. Devitt
David Rokach
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654
312 862 2000 (Telephone)
312 862 2200 (Facsimile)

Ya-Chiao Chang
KIRKLAND & ELLIS INTERNATIONAL LLP
29th Floor, China World Office 2
No.1 Jian Guo Men Wai Avenue
Beijing 100004
P.R. China
8610 5737 9300 (Telephone)
86105737 9301 (Facsimile)

D. Sean Trainor
KIRKLAND & ELLIS LLP
655 15th Street, N.W.
Washington, DC 20005
202 879 5212 (Telephone)
202 654 9642 (Facsimile)

*Attorneys for Respondent Taiwan Semiconductor
Manufacturing Co., Ltd. and TSMC North America*

EXHIBIT 1

CONFIDENTIAL SUBJECT TO NDA SUBJECT TO FRE 408

September 1, 2014

This Letter of Intent establishes the principal terms and conditions to which the parties have agreed with respect to the transaction set forth herein involving Taiwan Semiconductor Manufacturing Company Ltd, a company duly incorporated under Taiwan law ("TSMC"), and Tela Innovations, Inc., a Delaware corporation ("Tela"). Upon execution by TSMC and Tela, this Letter of Intent is intended to be a legal, valid and binding commitment on behalf of the parties hereto to negotiate and enter into Definitive Agreements that incorporate the terms and conditions set forth herein. The parties have obtained all necessary corporate approvals [REDACTED]

[REDACTED] If the parties are unable to reach agreement on such modification, as a part of the definitive agreements, within thirty (30) days following the execution of this Letter of Intent, such modification will be determined through binding arbitration

GENERAL TERMS

Definitive Agreements:

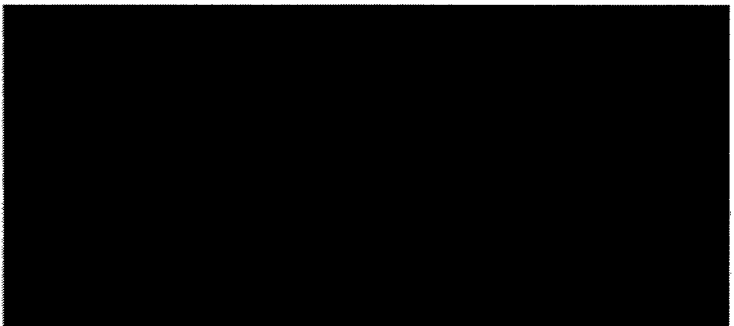
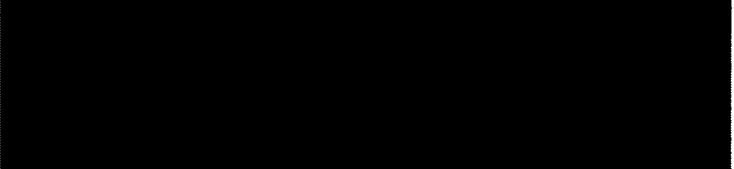
Within thirty (30) days of execution of this Letter of Intent, the parties shall negotiate and execute Definitive Agreements containing the following material terms. If the parties are unable to execute Definitive Agreements within that time frame, the parties shall promptly enter into binding arbitration to resolve any disputes that remain between them in order to complete Definitive Agreements on commercially reasonable terms.

PAYMENT TERMS

Upon execution of the Definitive Agreements, TSMC shall cause a payment to Tela of [REDACTED]

After execution of this Letter of Intent [REDACTED]

Within one year of the effective date of the Definitive Agreements, TSMC shall [REDACTED]



Withholding Taxes:

TSMC will be entitled to withhold, or cause to be withheld, any and all amounts from the payments to Tela equal to any withholding tax owed to any tax authority as a result of the transactions contemplated by this Letter of Intent. Any amounts so withheld shall be treated as having been paid to Tela.

SCOPE OF LICENSE RIGHTS

Definitions:

“Tela IPR” means all intellectual property rights (including without limitation all patents, copyrights, mask work rights, and trade secrets) owned now or in the future by Tela or Tela’s affiliates.

“Tela Layout Patents” means those U.S. Patents, applications, and foreign counterparts identified in Exhibit 2.

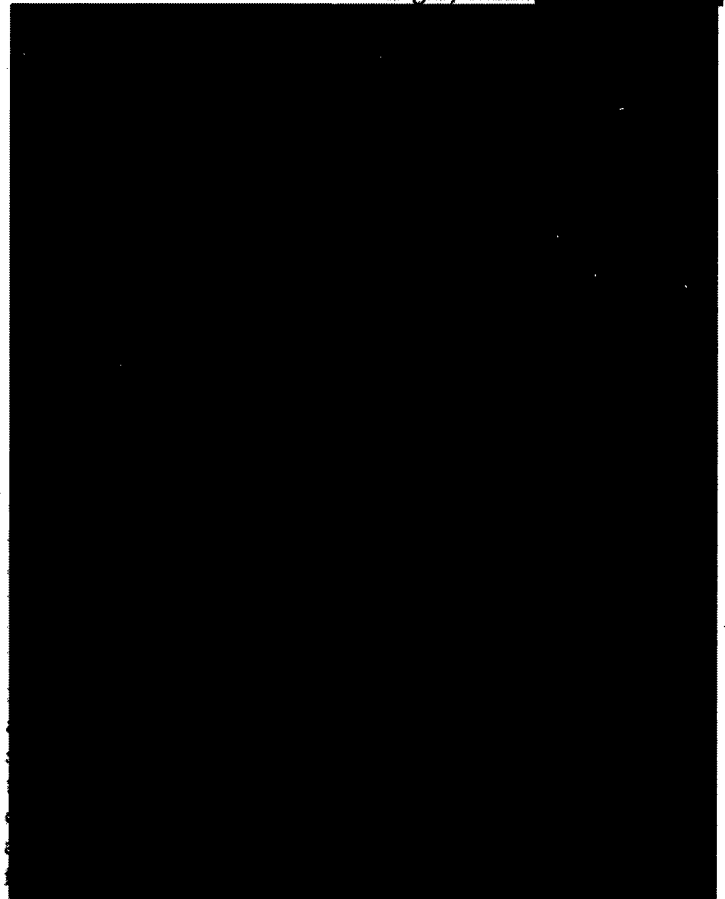
“TSMC Products” means any past, present, or future product, method or process that is made by or for TSMC or any TSMC Subsidiaries (as defined in Exhibit 1), in part or in whole, or that is used, sold, offered for sale, imported, distributed, or otherwise provided by or for TSMC or any TSMC Subsidiary (“TSMC



Originated Products”), and any products made from, incorporating, or containing TSMC Originated Products (“Combinations”) but only to the extent of the TSMC Originated Product portion of such Combinations. For the sake of clarity, a Combination is a TSMC Product only to the extent a potential future claim for infringement of any Tela IPR is based, in part or in whole, on such TSMC Originated Product.



All of the following Initial Rights are subject to actual full payment of the Initial Payment. Tela, on behalf of itself, its affiliates and its successors and assigns, shall:



[REDACTED]

In addition, Tela, on behalf of itself, its affiliates and its successors and assigns, shall:

[REDACTED]

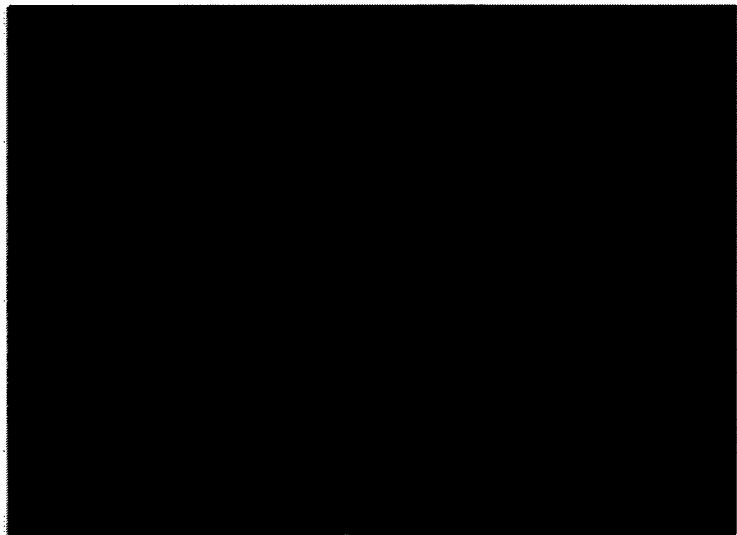
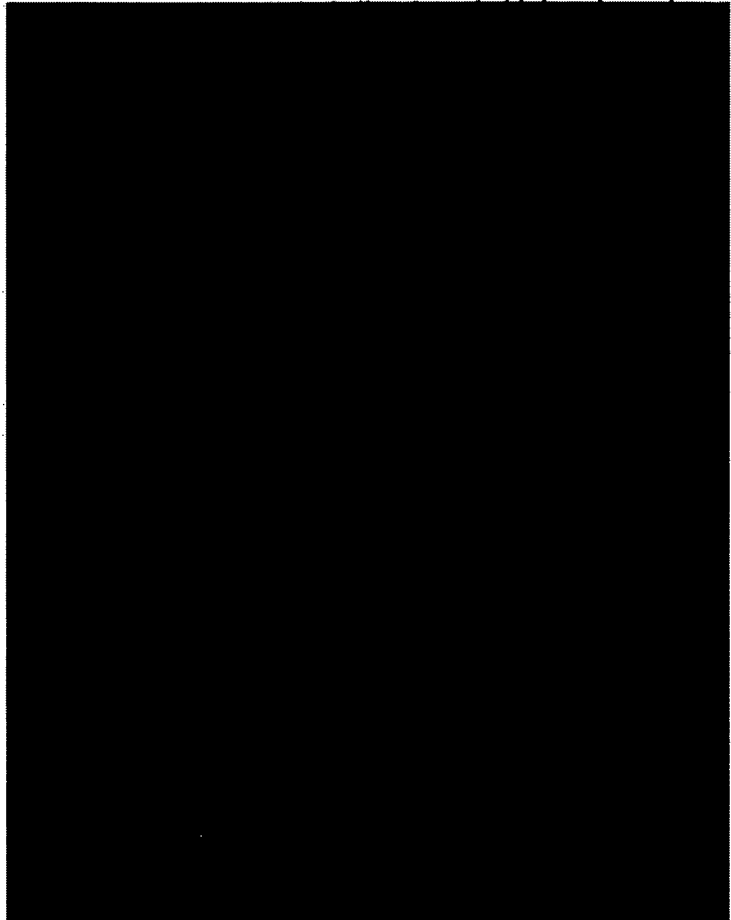
[REDACTED]

All of the following [REDACTED] are subject to [REDACTED]

If TSMC [REDACTED] Tela, on behalf of itself, its affiliates and its successors and assigns, shall:

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

Licenses and Covenants

Tela acknowledges and agrees that the licenses, covenants, and releases granted hereunder and under the Definitive Agreements

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ADDITIONAL TERMS

Enforcement:

The parties shall reach a mutually agreeable definition and scope of [REDACTED]

Dismissal of Litigation:

Upon execution of this Letter of Intent, each party shall dismiss, with prejudice, all adverse proceedings currently pending against the other party, including, without limitation, the matters pending before the District Courts for the Northern District of California and the District of Delaware, and the U.S. International Trade Commission, and, to the extent feasible, the U.S. PTO. Tela shall cease any and all participation in the ITC action upon moving for dismissal. TSMC will, to the extent feasible, seek to dismiss all proceedings pending in the U.S. PTO against any Tela patent, but in the event TSMC is unable to withdraw or dismiss such proceedings, TSMC shall cease any and all participation in such proceedings.

Each party, on behalf of itself, its affiliates (including TSMC Subsidiaries) and its successors and assigns, shall also irrevocably release, acquit and forever discharge the other party, its Subsidiaries, affiliates and their present and former officers, directors, managers, employees, shareholders, principals, agents, representatives and attorneys from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatsoever, whether known or unknown, arising out of, in connection with, or in any way relating to the foregoing litigation.

Covenants:

In addition to and without limiting the foregoing licenses and covenants, Tela, on behalf of itself, its affiliates and its successors and assigns, covenants that [REDACTED]

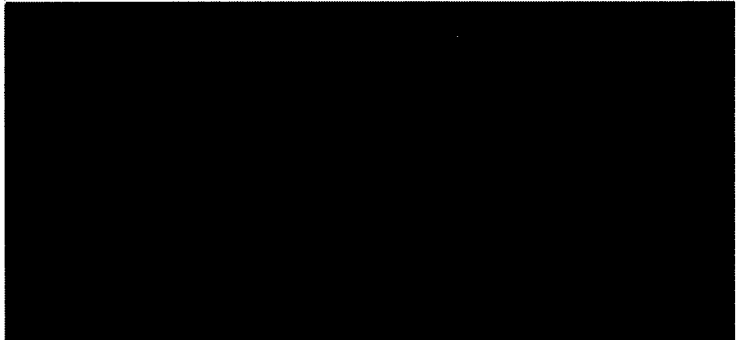
TSMC, on behalf of itself, TSMC Subsidiaries, and its successors, covenants [REDACTED]



Representations and Warranties:

Neither Tela nor any of its affiliates have sold, transferred or otherwise assigned any patents owned by Tela or its affiliates since Tela's inception. If Tela or its affiliates sell, transfer, or otherwise assign any patents prior to execution of the Definitive Agreements then such sale will be subject to the covenants, licenses and releases intended to be granted hereunder as if the Definitive Agreements had been executed prior to such sale, transfer or assignment.

The parties will work in good faith to include standard representations and warranties in the Definitive Agreements.



Assignment:

In the event of any assignment by Tela or any Tela affiliate of any of its patents or patent applications, Tela will provide TSMC with prompt written notice of any such assignment and will, as a condition of any such assignment, require the applicable assignee and all successors and assigns of such assignee to agree to be bound in writing by the releases, licenses and covenants not to sue in the Definitive Agreements.

Governing Law and Venue:

This Letter of Intent and the Definitive Agreements shall be governed by and construed exclusively in accordance with the laws of the State of California. The exclusive venue for any action or dispute arising out of or related to this Letter of Intent, the Definitive Agreements, or both shall be either the United States District Court for the Northern District of California or California Superior Court in the counties of Alameda, San Francisco, or Santa Clara.



Confidentiality Agreement:

Except as otherwise provided herein, this Letter of Intent, as well as the existence, substance and status of discussions between the parties concerning the transactions contemplated hereby, and any related communications and documents, shall be kept confidential and shall be governed by Rule 408 and the terms of the existing Mutual Nondisclosure Agreement between TSMC and Tela. Notwithstanding the forgoing, the parties may disclose the scope of the licenses, covenants not to sue, and other rights to be granted pursuant to this Letter of Intent or the Definitive Agreements (but not financial terms) on a confidential basis to the extent reasonably necessary to coordinate the Option Payment.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


{Signature Page Follows}

[REDACTED]

IN WITNESS WHEREOF, each of the undersigned has executed this Letter of Intent as of the date first written above.

Tela Innovations, Inc.

**Taiwan Semiconductor Manufacturing Co.
Ltd.**

By: 

By: _____

Printed Name: Scott Becker

Printed Name: _____

Title: CEO

Title: _____



IN WITNESS WHEREOF, each of the undersigned has executed this Letter of Intent as of the date first written above.

Tela Innovations, Inc.

Taiwan Semiconductor Manufacturing Co.
Ltd.

By: _____

By:  _____

Printed Name: _____

Printed Name: Sylvia Fang

Title: _____

Title: Vice President and General Counsel

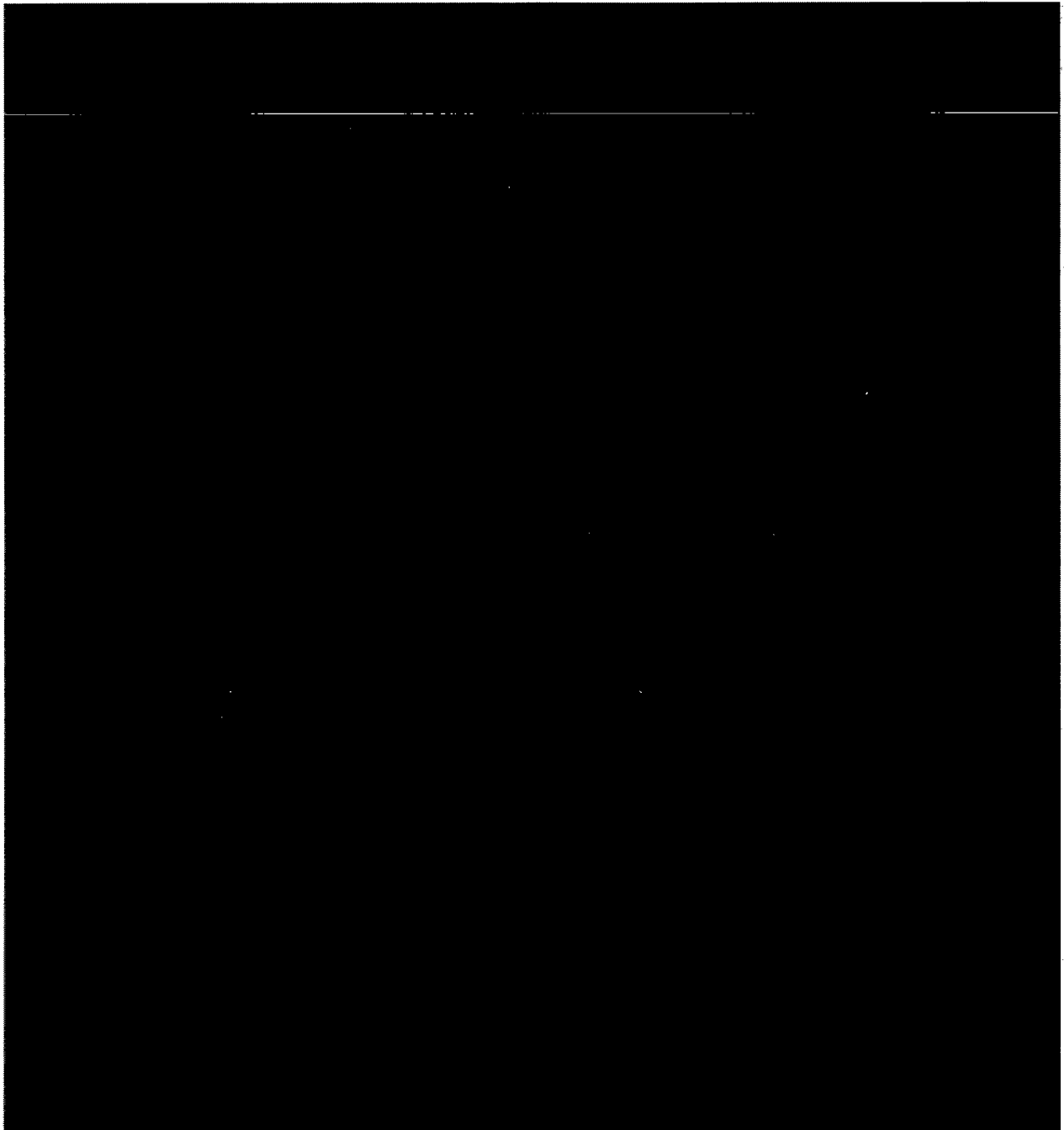


LEGAL
KS/W/11

Exhibit 1

“TSMC Subsidiary” shall mean any current and future entities, excluding the companies listed in Exhibit 4, that are majority owned or controlled by TSMC but only so long as such ownership or control exists.

Exhibit 2



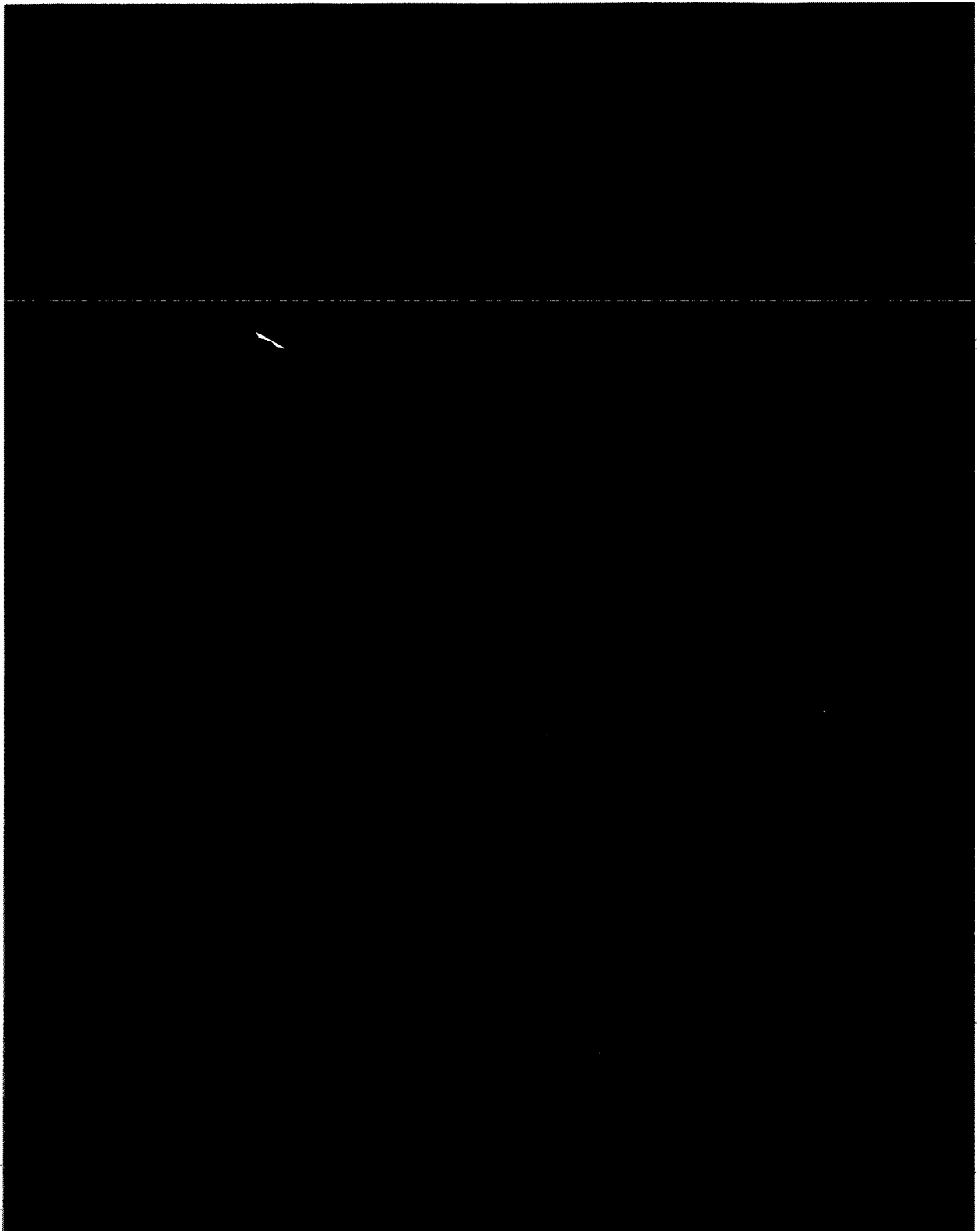




Exhibit 3



United States International Trade Commission

Inv. 337-TA-906

**Certain Standard Cell Libraries, Products Containing or Made Using the Same,
Integrated Circuits Made Using the Same, and Products Containing Such Integrated Circuits**

CERTIFICATE OF SERVICE

I, Courtney Hsieh, hereby certify that on September 2, 2014 true and correct copies of the foregoing document were served upon the following parties as indicated below:

<p>The Honorable Lisa Barton Acting Secretary to the Commission U.S. International Trade Commission 500 E Street, S.W., Washington, D.C. 20436</p>	<p><input checked="" type="checkbox"/> Via Electronic Filing <input checked="" type="checkbox"/> Via Overnight Hand Delivery</p>
<p>The Honorable David P. Shaw Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W., Washington, D.C. 20436</p>	<p><input checked="" type="checkbox"/> Via Overnight Hand Delivery <input checked="" type="checkbox"/> Via Email Patricia.Chow@usitc.gov</p>
<p>Vu Bui Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, S.W., Washington, D.C. 20436</p>	<p><input checked="" type="checkbox"/> Via Email Vu.bui@usitc.gov</p>
<p><i>Taiwan Semiconductor Manufacturing Company, Limited and TSMC North America</i></p> <p>D. Sean Trainor Kirkland & Ellis LLP 655 15th Street, N.W. Washington, D.C. 20005</p>	<p><input checked="" type="checkbox"/> Via Email tsmc_tela_itc@kirkland.com</p>
<p><i>Taiwan Semiconductor Manufacturing Company, Limited and TSMC North America</i></p> <p>Jeff Chanin Keker & Van Nest LLP 633 Battery Street San Francisco, CA 94111</p>	<p><input checked="" type="checkbox"/> Via Email TELA-KVN@kvn.com</p>

United States International Trade Commission

Inv. 337-TA-906

**Certain Standard Cell Libraries, Products Containing or Made Using the Same,
Integrated Circuits Made Using the Same, and Products Containing Such Integrated Circuits**

/s/ Courtney Hsieh

Courtney Hsieh

Pepper Hamilton LLP

Hamilton Square

600 Fourteenth Street, N.W.

Washington, DC 20005-2004

202.220.1458

**CERTAIN STANDARD CELL LIBRARIES, PRODUCTS CONTAINING
OR MADE USING THE SAME, INTEGRATED CIRCUITS MADE
USING THE SAME, AND PRODUCTS CONTAINING SUCH INTEGRATED
CIRCUITS**

INV. NO. 337-TA-906

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **INITIAL DETERMINATION (Order No. 36)** has been served by hand upon the Commission Investigative Attorney, **Vu Bui, Esq.**, and the following parties as indicated, on SEP 10 2014



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

FOR COMPLAINANT TELA INNOVATIONS, INC. :

Goutam Patnaik, Esq.
PEPPER HAMILTON LLP
Hamilton Square
600 Fourteenth Street, NW
Washington, DC 20005-2004

- Via Hand Delivery
- Express Delivery
- Via First Class Mail
- Other: _____

**FOR RESPONDENTS TAIWAN SEMICONDUCTOR MANUFACTURING CO., LTD.
AND TSMC NORTH AMERICA:**

D. Sean Trainor, Esq.
KIRKLAND & ELLIS LLP
655 Fifteenth Street, NW
Washington, DC 20005

- Via Hand Delivery
- Express Delivery
- Via First Class Mail
- Other: _____