

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

**In the Matter of**

**CERTAIN ACCESS CONTROL SYSTEMS AND  
COMPONENTS THEREOF**

**Inv. No. 337-TA-1016**

**ORDER NO. 15: INITIAL DETERMINATION TERMINATING THE  
INVESTIGATION AS TO RESPONDENTS TECHTRONIC  
TRADING LIMITED AND TECHTRONIC INDUSTRIES  
FACTORY OUTLETS INC., D/B/A DIRECT TOOLS FACTORY  
OUTLET**

(February 14, 2017)

On February 2, 2017, Complainant The Chamberlain Group, Inc. (“CGI”) filed a motion to terminate the Investigation as to Respondents Techtronic Trading Limited (“TTL”) and Techtronic Industries Factory Outlets, Inc., d/b/a Direct Tools Factory Outlet (“Direct Tools”) under Commission Rule 210.21(a). (Motion Docket No. 1016-011.) The Motion represents that counsel for Respondents notified CGI on January 30, 2017 that Respondents intended to move for similar termination. (Motion at 1.) For that reason GCI presumes Respondents do not oppose.<sup>1</sup> (*Id.*) No other responses were received.

Under Commission Rule 210.21(a)(1),

[a]ny party may move at any time prior to the issuance of an initial determination on violation of section 337 of the Tariff Act of 1930 for an order to terminate an investigation in whole or in part as to any or all respondents on the basis of withdrawal of the complaint or certain allegations contained therein . . . .

19 C.F.R. § 210.21(a)(1). Further, “if there are any agreements concerning the subject matter of

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<sup>1</sup> In a subsequent and unrelated motion (Motion Docket No. 1016-012), Respondents Techtronic Industries Company Ltd., Techtronic Industries North America Inc., One World Technologies, Inc., and OWT Industries, Inc. state that they do not oppose CGI’s Motion to Terminate but note it is “a mere formality” since CGI never properly sought relief against TTL and Direct Tools due to failure to file an amended complaint.

the investigation, all such agreements shall be identified, and if written, a copy shall be filed with the Commission along with the motion.” *Id.* In determining whether to grant a motion to terminate an investigation as to a respondent based on the withdrawal of allegations in the complaint against the respondent, the Commission has found that “in the absence of extraordinary circumstances, termination of the investigation will be readily granted to a complainant during the pre-hearing stage of the investigation.” *Certain Opaque Polymers, Inv.* No. 337-TA-883, Order No. 29 at 1-2 (November 3, 2014).

As required by Commission Rule 210.21(a)(1), CGI’s motion to terminate identifies that “[t]he only agreement, written or oral, express or implied between the parties concerning the subject matter of this Investigation that exists is the parties’ October 21, 2016 Stipulated Discovery Order entered between the parties pursuant to Ground Rule 1.12.” (Motion at 1.) As further required by the rule, a public version of that agreement was provided and is attached hereto as Exhibit A. Accordingly, I find that the requirements of Commission Rule 210.21(a)(1) have been met.

Further, I find no extraordinary circumstances that prevent the termination of this Investigation. Termination is in the public interest, as public and private resources will be conserved. *Certain Power Supplies, Inv.* No. 337-TA-646, Order No. 18 (Jan. 5, 2009).

Accordingly, it is my Initial Determination to GRANT Motion Docket No. 1016-011. This Initial Determination, along with any 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.**

A handwritten signature in black ink, appearing to read "Thomas B. Pender", written over a horizontal line.

Thomas B. Pender  
Administrative Law Judge

# **EXHIBIT A**

UNITED STATES INTERNATIONAL TRADE COMMISSION  
WASHINGTON, D.C.

Before The Honorable Thomas B. Pender  
Administrative Law Judge

In the Matter of

CERTAIN ACCESS CONTROL SYSTEMS  
AND COMPONENTS THEREOF

Investigation No. 337-TA-1016

**STIPULATED DISCOVERY ORDER**

Pursuant to Ground Rule 1.12, Complainant The Chamberlain Group, Inc. (“CGI” or “Complainant”) and Respondents Techtronic Industries Co. Ltd., Techtronic Industries North America, Inc., One World Technologies, Inc., OWT Industries, Inc., Et Technology (Wuxi) Co., Ltd., Techtronic Trading Limited, and Techtronic Industries Factory Outlets Inc. (d/b/a Direct Tools Factory Outlet) (collectively, “Respondents”) hereby stipulate and agree as follows:

**DEFINITIONS**

- a. “Litigation” means ITC Investigation No. 337-TA-1016 captioned *In the Matter of Certain Access Control Systems and Components Thereof*.
- b. “Electronically Stored Information” or “ESI” carries its broadest possible meaning consistent with Rule 34(a) of the Federal Rules of Civil Procedure (Fed. R. Civ. P.) and Rule 1001 of the Federal Rules of Evidence (Fed. R. Evid.).
- c. “Paper Discovery” means any document or thing discoverable under Fed. R. Civ. P. 26(b)(1) or Fed. R. Civ. P. 34 that cannot be characterized as ESI.
- d. “Document” carries its broadest meaning consistent with Fed. R. Civ. P. 34 and includes both ESI and Paper Discovery.
- e. “E-mail” refers to an electronic means for communicating written information through non-telephone systems that will send, store, process and receive information.

- f. "Format" means the internal structure of a file, which defines the way it is stored and used.
- g. "Native Format" means the format of ESI in the application in which such ESI was originally created.
- h. "Privileged Material" means any document or other information covered by the attorney-client privilege, work-product, or other applicable privileges. For avoidance of doubt, the scope of attorney-client privilege shall extend to communications to/from licensed attorneys and patent agents and their legal support staff.
- i. "Party" or "Parties" means Complainant The Chamberlain Group, Inc. ("CGI" or "Complainant") and Respondents Techtronic Industries Co. Ltd., Techtronic Industries North America, Inc., One World Technologies, Inc., OWT Industries, Inc., Ryobi Technologies, Inc and Et Technology (Wuxi) Co., Ltd., (collectively, "Respondents")
- j. "Producing Party" refers to a Party that produces documents.
- k. "Receiving Party" refers a Party to whom documents are produced.
- l. "Responsive Document" means any document that is responsive to any discovery requests served on the Producing Party in the Litigation that the Producing Party has agreed to produce or that the Producing Party has been ordered to produce by the Administrative Law Judge ("ALJ").
- m. "Tagged Image File Format" or "TIFF" refers to the CCITT Group IV graphic file format for storing bit-mapped images, with multiple compression formats and resolutions.

#### **A. SCOPE**

1. The procedures and protocols set forth in this Stipulated Order shall govern the production of Responsive Documents between the Parties in the Litigation. Any practice or procedure set forth herein may be varied by written agreement of the Parties or order of the ALJ.

2. Nothing in this Stipulated Order establishes any agreement as to either the temporal or subject matter scope of discovery in the Litigation. Nothing in this Stipulated Order creates an obligation by any party to produce ESI on back-up tapes or other long-term storage media that were created strictly for use as a data back-up medium.

3. The Parties shall not be obligated under this Stipulated Order to produce any ESI that is no longer within their possession, custody or control (*i.e.*, lost or deleted) as a result of the routine, good-faith operation of an electronic information system, unless the Party requesting such ESI establishes that there is good cause to believe that the Party from whom such ESI is being requested intentionally failed to preserve, deleted, or destroyed the ESI while under an obligation to retain it.

4. A Party may continue to comply with any current corporate or internal preservation and retention policies that were enacted prior to the date this Order is entered as long as those actions do not contradict or inhibit the items provided herein.

5. The Parties shall meet and confer to resolve any disputes that arise under this Stipulated Order. In the event the Parties cannot reach agreement on a disputed matter, the Parties shall submit the matter to the ALJ.

**B. PRODUCTION FORMAT**

1. ESI Production Format: Except as provided in Paragraph B(9), ESI shall be produced electronically, as single page, uniquely and sequentially numbered Group IV TIFF files not less than 300 dpi resolution, with a corresponding load file (“Image Load File”). Except with regard to ESI documents that are redacted for privilege, the images shall be accompanied by text files containing the extracted text on a document basis, if available. Text must be extracted as to preserve Unicode characters and provided in UTF-8 encoding. The text files shall be named to match the endorsed number assigned to the image of the first page of the document. The images shall also be accompanied by an image cross-reference load file (such as Opticon or “LFP”) providing the beginning and ending endorsed number of each document and the number of pages it comprises. The Producing Party shall also provide a data load file (“Data Load File” or “DAT”) corresponding to the TIFF files, that shall contain the metadata, as reasonably available, and a path to the text files.

For the avoidance of any doubt, there is no obligation on the Producing Party to create metadata where none exists or is not reasonably available.

2. METADATA. The following metadata fields will be provided, if available, for each document:

PRODBEGDOC	Bates number of the first page of document.
PRODENDDOC	Bates number of the last page of document.
PRODBEGATTACH	PRODBEGDOC of the first document in
PRODENDATTACH	PRODENDDOC of the last document in the
FILENAME	Name of the file.
FROM	Author of email.
TO	Recipients of email.
CC	Carbon Copy recipients of email.
BCC	Blind Carbon Copy recipients of email.
EMAILSUBJECT	Email subject line.
DATECREATED	Date the document was created.
DATESENT	Date the email was sent.
DATERECEIVED	Date the email was received.
DATELASTMOD	Date the document was last modified.
DOCEXTENSION	File extension of the document.
DESIGNATION	Confidentiality level assigned to the
MD5HASH	Unique MD5 Hash value of the document.
TEXTPATH	Relative path to extracted text files.
NATIVEPATH	Relative path to native files.

3. Production of Paper Discovery: Unless impracticable, Paper Discovery will be produced in electronic form. Paper Discovery produced in electronic form shall be rendered text searchable via OCR or other means by the Producing Party. Where possible, the Producing Party should identify the custodian and/or author, if available, of Paper Documents in appropriate metadata fields. A Party need not produce a non-electronic duplicate of any Paper Discovery produced in electronic form, except that upon a reasonable request by the Receiving Party and a showing of good cause (e.g., problems with legibility or formatting), the Producing Party must produce the Paper Discovery in its original format at a mutually agreeable time and place.



4. Appearance and Content: Subject to any necessary redaction, each document's TIFF image file shall contain the same information and same physical representation as the document did in its original format, whether paper or electronic. Documents produced natively shall include a slip sheet saying DOCUMENT PRODUCED IN NATIVE FORMAT, or similar language.

5. Document Unitization: If a document is more than one page, to the extent possible, the unitization of the document and any attachments or affixed notes shall be maintained as it existed when collected by the Producing Party. If unitization cannot be maintained, the original unitization shall be documented in a load file or otherwise electronically tracked.

6. Color: Documents containing color need not be produced in color unless the Receiving Party makes a reasonable request for production of a specific document in color.

7. Document Numbering for TIFF Images: Each page of a document produced in TIFF file format shall have a legible, unique numeric identifier Bates number ("Document Number") not less than eight (8) digits and (if applicable) a confidentiality designation electronically "burned" onto the image at a place on the document that does not obscure, conceal or interfere with any information originally appearing on the document. The Document Number for each document shall be created so as to identify the Producing Party and the Document Number (e.g., "CGI-00000001").

8. Production of ESI in Native Format: In the event that production of a document in TIFF image file format would be impracticable, the Producing Party shall have the option of producing such document in Native Format. In all other instances, after initial production of ESI in TIFF image file format, a party must demonstrate a particularized need for production of that ESI in its Native Format. In the event that a Receiving Party requests production of Native Format ESI, the Producing Party and the Receiving Party shall negotiate in good faith about the timing, cost and method of such production. However, nothing in this Paragraph, except pursuant to Paragraph B(9), is to be read as requiring any Producing Party, absent agreement or court order, to produce ESI in

Native Format. No document produced in Native Format shall be intentionally manipulated to change the appearance or substance of the document prior to its collection. Native Files should be produced with accompanying slip sheets indicating that the document has been produced as a Native File. In addition, Native Files should be named as the Document Number and include the confidentiality designation in the file name (e.g., “CGI-00000123 (CBI).ppt,” or similar designation). Furthermore, any printed copies of a Native File shall either be attached to the slip sheet bearing the confidentiality designation and/or shall have the confidentiality designation marked on every page.

9. Native File Exceptions: Notwithstanding Paragraph B(8), to the extent a Producing Party produces spreadsheet, MS Project, MS PowerPoint, CAD or similar engineering drawings or schematics, video, animation or audio files such documents shall be produced in Native Format.

10. De-duplication: To the extent identical copies of documents (i.e., documents with identical hash values) appear in the files of a custodian, the Producing Party need not produce more than one such identical copy for that custodian.

11. Production Media: The Producing Party shall produce document images, load files and metadata on ftp sites, hard drives, CDs, DVDs or other mutually agreeable media (“Production Media”). Each piece of Production Media shall include a unique identifying label corresponding to the identity of the Producing Party, the date of the production of documents on the Production Media and the Document Number ranges of the documents in that production (e.g., “CGI Production October 1, 2016, CGI-00000123 - CGI-00000456”). To the extent that the Production Media includes any information designated as “CONFIDENTIAL BUSINESS INFORMATION” information under the Protective Order in this Litigation, the label on such Production Media shall indicate that Production Media includes information so designated and shall be encrypted. Production Media shall also include text referencing the case name and number. Further, any

replacement Production Media shall cross-reference the original Production Media, clearly identify that it is a replacement and cross-reference the Document Number range that is being replaced.

12. Original Documents: Nothing in this Stipulated Order shall eliminate or alter any Party's obligation to retain Native Format copies, including associated metadata, of all ESI produced in the Litigation and original hard copy documents for all Paper Discovery produced in the Litigation.

13. Third-Party Software: To the extent that documents produced pursuant to this Stipulated Order cannot be rendered or viewed without the use of proprietary third-party software, the Parties shall meet and confer to minimize any expense or burden associated with the production of such documents in an acceptable format, including issues as may arise with respect to obtaining access to any such software and operating manuals which are the property of a third party.

14. ESI of Limited Accessibility: If a Producing Party contends that any responsive ESI, is not reasonably accessible within the meaning of Fed. R. Civ. P. 26(b)(2)(B), that Party shall timely identify such ESI with reasonable particularity and shall provide the Requesting Party with the basis for declining to produce such ESI, including but not limited to information about the nature of any limitations on access, the likely costs that might be incurred in producing such ESI, the method used for storage of such ESI (*e.g.*, the type of system used to store the ESI) and the places in which such ESI is kept. The parties shall negotiate in good faith concerning the production of any such ESI. If the Parties are unable to reach agreement, the Parties shall submit any dispute to the ALJ.

#### **C. INADVERTENT FAILURE TO DESIGNATE PROPERLY**

1. The Parties agree that the inadvertent failure by a producing Party to designate documents, testimony or other information as protected material with one of the designations provided for in the Protective Order (including any amendments to that Order) shall not waive any

such designation provided that the producing Party notifies all receiving Parties that such discovery material is protected under one of the categories of the Protective Order (including any amendments to that Order) within fourteen (14) days of the producing Party learning of the inadvertent failure to designate. The producing Party shall reproduce the protected material with the correct confidentiality designation within seven (7) days upon its notification to the receiving Parties. Upon receiving the protected material with the correct confidentiality designation, the receiving Parties shall return or securely destroy, at the producing Party's option, all discovery information that was not designated properly.

2. A receiving Party shall not be in breach of the Protective Order (including any amendments to that Order) for any use of such discovery material before the receiving Party receives such notice that such discovery material is protected under one of the categories of the Protective Order (including any amendments to that Order). Once a receiving Party has received notification of the correct confidentiality designation for the protected material, the receiving Party shall treat such discovery material at the appropriately designated level pursuant to the terms of this Order.

3. If, upon review of the information produced, the receiving Party can readily determine that the producing Party inadvertently or unintentionally failed to designate the information with one of the designations provided for in the Protective Order (including any amendments to that Order), the receiving Party shall promptly notify the producing Party, and shall treat the information as highly confidential subject to the Protective Order (including any amendments to that Order) until informed by the producing Party that the document should be designated otherwise. If, after the receiving Party notifies the producing Party of the suspected failure to correctly designate, the producing Party does not respond for five (5) business days, the receiving Party may treat the documents as properly designated.

4. In the event of a disclosure of any protected material pursuant to this Order to any person or persons not authorized to receive such disclosure under the Protective Order, the Party responsible for having made such disclosure, and each Party with knowledge thereof, shall immediately notify counsel for the producing Party whose protected material has been disclosed and provide to such counsel all known relevant information concerning the nature and circumstances of the disclosure. The responsible disclosing Party shall also promptly take all reasonable measures to retrieve the improperly disclosed protected material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made.

5. Unauthorized or inadvertent disclosure does not change the status of protected material or waive the right to hold the disclosed document or information as protected.

**D. INADVERTENT DISCLOSURE**

1. Inadvertent disclosures of material protected by the attorney-client privilege or work product doctrine shall be handled in accordance with Commission Rule 210.27(e)(2).

**E. NONDISCOVERABILITY OF CERTAIN EXPERT WITNESS MATERIALS**

1. The Parties agree to the limitations of Rule 26 of the Federal Rules of Civil Procedure with regard to the discovery of expert materials. For the avoidance of doubt, the Parties agree that all communications between a Party's counsel and a testifying expert, and all materials generated by a testifying expert with respect to that person's work, are exempt from discovery unless relied upon by the expert in forming any opinions in this litigation. Nothing in this Stipulation is intended to restrict the Parties' ability to inquire into the basis of any of the opinions expressed by any expert in his or her report, declaration, or affidavit, including the manner in which such opinions were reached, and information considered in reaching such opinions.

2. A testifying expert's draft reports, outlines and notes (including preliminary diagrams, highlighting, and marginalia), as part of the testifying expert's investigation and/or in

developing the testifying expert's opinions and reports, are exempt from discovery. This limitation applies regardless of whether such draft reports have been disclosed, or otherwise transmitted to, or contain any notes, writing, or markings created by in-house counsel or outside counsel, or employees of or consultants for the party or parties who engaged such testifying expert. The expert must produce his or her final report and all materials on which he or she relied. Nothing in this provision modifies an expert's obligation to disclose all information considered by the expert in forming his or her opinions.

3. The Parties agree that counsel need not preserve drafts of expert reports (partial or complete), notes, and other evidence of communications with experts on the subject of the expert's actual or potential testimony. Further, the Parties agree that neither Party need produce communications between counsel and expert witnesses, communications between an expert and others, including staff members, who work at the direction of the expert to support the expert, or drafts of expert reports.

4. No discovery may be taken from or about any consulting expert that will not provide testimony and/or an expert opinion in the above-captioned Investigation ("Consulting Expert") except to the extent that the Consulting Expert has provided information, opinions or other materials that a Testifying Expert has considered or relied upon in formulating his/her final report, trial or deposition testimony or any opinion in this action. In such a case where a Consulting Expert has provided materials or information that a Testifying Expert has relied on in formulating his/her final report, trial or deposition testimony, discovery may be taken of the Consulting Expert regarding those materials and information. The limitations herein do not preclude a Party from discovery of prior opinions or testimony of an expert in matters other than the above-captioned Investigation, to the extent the prior opinions or testimony are related to and/or may be inconsistent with the opinions given in this Investigation.

5. Materials, communications, and other information exempt from discovery shall be treated as attorney-work product for the purposes of this litigation and these stipulations.

**F. SERVICE AND DELIVERY OF DOCUMENTS**

1. Service of Documents. The Parties agree that electronic service shall be the official form of service in this Investigation for all documents filed with the Commission, submitted to the ALJ, or that are otherwise served pursuant to Commission Rule 201.16 or the Ground Rules. Electronic service of documents less than 20 megabytes in .PDF format to the “Electronic Mail Service List” addresses designated in Paragraph F.2, below, shall be deemed effective for service on the Parties. For documents over 20 megabytes or other documents that cannot be efficiently served by email, service shall be deemed effective (a) upon notification through electronic mail that the serving Party has placed the documents on a secure File Transfer Protocol (“FTP”) host or other similar secure service or site; wherein said notification contains sufficient information to allow the receiving Parties to gain immediate access to the documents; or (b) the Party delivers the documents in .PDF file(s) on a CD or other electronic media by hand delivery to the Designated Counsel of Record for Hand Delivery set forth in Paragraph F.2, below. Documents that are filed with or submitted to the ALJ or Commission shall be served on the Parties as soon as practicable after such filing or submission, and in any event no later than 6:00 p.m. ET on the day of filing or submission. For all other documents, including discovery requests and discovery responses, electronic service (by email, by notice of its availability via FTP, or by hand delivery) by 7:00 p.m. ET constitutes timely service on that day for all purposes. The Parties agree that discovery requests and discovery responses shall be served in .PDF format by electronic service with Word versions of discovery requests provided within 24 hours within the time of service of the .PDF version.

2. Electronic Mail Service List. Electronic service shall be accomplished by sending the documents described in Paragraph F(1) as follows:

Party	Electronic Mail Service List	Designated Counsel of Record For Hand Delivery
Complainant	<u>FRServCGI_1016@fr.com</u>	Joseph Colaianni, Esq. Fish & Richardson P.C. 1425 K Street, N.W. Washington, DC 20005
Respondents	<u>TTi.1016@morganlewis.com</u>	Eric S. Namrow, Esq. Morgan, Lewis & Bockius, LLP 1111 Pennsylvania Avenue, N.W. Washington, D.C. 20005

3. The Parties agree that only individuals that are permitted to access documents containing Confidential Business Information pursuant to the Protective Order will be included in the above email distribution addresses. The Parties agree to include the following designation in the subject line of all emails containing Confidential Business Information: "Contains CBI," or similar language.

**G. LOGGING OF PRIVILEGED DOCUMENTS**

1. The parties agree not to produce privilege logs at this time. However, each Party reserves the right to subsequently request a privilege log covering specified categories of documents, appropriately narrowed by the parties to the communications, the time period, and the subject matter. In the event that such a request is made, the Parties agree to meet and confer regarding the scope of the request, the potential relevance of the information requested, the likelihood that the information is not privileged, and the burden of creating the requested log but, in no case, shall a Party be required to log a document created on or after May 26, 2016. If an agreement is not reached, the Parties reserved the right to move to compel the production of any log requested pursuant to this paragraph. The Parties further reserve the right, if necessary, to move to compel the production of an allegedly privileged document listed on any privileged document log.



The parties agree not to object to either type of motion to compel on the ground that the Parties agreed not to produce privilege logs at the present time.

#### **H. NON-PARTY PRODUCTIONS**

1. The Parties agree to produce documents received from third parties in connection in response to a subpoena in this litigation as a result of a subpoena or other formal request (whether officially served or not) to such third parties within three (3) business days of receipt. Any materials received pursuant to a subpoena from a third-party without a Bates stamp, the issuing party will endorse the non-party production with unique prefix and bates number prior to producing them to the opposing party and Staff.

#### **I. EMAIL PRODUCTION**

1. General ESI production requests under 19 CFR § 210.30 shall not include email or other forms of electronic correspondence (collectively “email”). To obtain email, parties must propound specific email production requests.

2. Email production requests shall be phased to occur after the parties have exchanged initial disclosures and basic documentation about the patents, the prior art, the accused instrumentalities, and the relevant finances. While this provision does not require the production of such information, the Administrative Law Judge (“ALJ”) encourages prompt and early production of this information to promote efficient and economical streamlining of the case.

3. Email production requests shall identify the custodian, search terms, and time frame. The parties shall cooperate to identify the proper custodians, proper search terms and proper timeframe.

4. Complainant shall limit its email production requests to a total of five custodians for the domestic TTi producing parties, five custodians for the foreign TTi producing parties, and three custodians for Et Technology (Wuxi) Co., Ltd. Respondents shall limit their email production

requests to a total of five custodians from Complainant for all such requests. The parties may jointly agree to modify this limit without the ALJ's leave. The Court shall consider contested requests for up to five additional custodians per producing party, upon showing a distinct need based on the size, complexity, and issues of this specific case. Should a party serve email production requests for additional custodians beyond the limits agreed to by the parties or granted by the Court pursuant to this paragraph, the requesting party shall bear all reasonable costs caused by such additional discovery.

5. Each requesting party shall limit its email production requests to a total of five search terms per custodian per party. The parties may jointly agree to modify this limit without the ALJ's leave. The ALJ shall consider contested requests for up to five additional search terms per custodian, upon showing a distinct need based on the size, complexity, and issues of this specific case. The search terms shall be narrowly tailored to particular issues. Indiscriminate terms, such as the producing company's name or its product name, are inappropriate unless combined with narrowing search criteria that sufficiently reduce the risk of overproduction. A conjunctive combination of multiple words or phrases (*e.g.*, "computer" and "system") narrows the search and shall count as a single search term. A disjunctive combination of multiple words or phrases (*e.g.*, "computer" or "system") broadens the search, and thus each word or phrase shall count as a separate search term unless they are variants of the same word. Use of narrowing search criteria (*e.g.*, "and," "but not," "w/x") is encouraged to limit the production and shall be considered when determining whether to shift costs for disproportionate discovery. Should a party serve email production requests with search terms beyond the limits agreed to by the parties or granted by the ALJ pursuant to this paragraph, the requesting party shall bear all reasonable costs caused by such additional discovery.

#### **J. EXHIBIT OBJECTIONS**

1. With regard to exhibit objections, the parties seek to forgo filing and serving specific

objections to direct and rebuttal exhibits (and responses thereto) pursuant to the Procedural Schedule. The parties met and conferred regarding the proposal to reduce the number of objections to the exhibits and to present resolution for outstanding objections thereto in the most meaningful manner. Accordingly, the parties agreed to dispense with objections (and responses to objections) so long as the parties retain the right to object to the admissibility of any exhibit in high priority objections, motions in limine, and/or at the hearing. The parties believe that this agreement will promote efficiency by limiting the costs associated with preparing for the hearing in this Investigation, reducing the number of issues for the ALJ to rule upon, and streamlining the evidentiary hearing.

**K. HEARING EQUIPMENT**

1. The Private Parties agree to meet and confer to identify audio/video equipment for their shared use at any hearings. To the extent such equipment is identified and procured, the Private Parties agree to share equally the costs of said audio/visual equipment.

**L. MODIFICATION**

1. This Stipulated Order may be modified in the Administrative Law Judge's discretion or by stipulated order of the Parties.

2. Nothing in this Stipulation shall be interpreted as waiving a party's right to object to any discovery request including without limitation objections on the basis of relevance, overbreadth, or undue burden.

Respectfully submitted,

FISH & RICHARDSON P.C.

Dated: October 21, 2016

/s/ Joseph V. Colaianni

Katherine Vidal

Matthew R. McCullough

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Techtronic Industries North America Inc.;  
One World Technologies, Inc.;  
OWT Industries, Inc.; Et Technology (WUXI)  
Co., Ltd.; Techtronic Trading Limited; and  
Techtronic Industries Factory Outlets Inc.*

**IN THE MATTER OF CERTAIN ACCESS CONTROL  
SYSTEMS AND COMPONENTS THEREOF**

**337-TA-1016**

CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **PUBLIC INITIAL DETERMINATION ORDER NO. 15** has been served upon the following parties via first class mail and air mail where necessary on           **FEB 14 2017**          



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

**FOR COMPLAINANTS THE CHAMBERLAIN GROUP, INC.:**

Joseph V. Colaianni Jr., Esq.  
**FISH & RICHARDSON P.C.**  
1425 K Street NW, suite 1100  
Washington, DC 20005

( ) Via Hand Delivery  
() Via Express Delivery  
( ) Via First Class Mail  
( ) Other: \_\_\_\_\_

**FOR RESPONDENT TECHTRONIC INDUSTRIES CO. LTD.; TECHTRONIC INDUSTRIES NORTH AMERICA, INC., ONE WORLD TECHNOLOGIES INC., OWT INDUSTRIES INC., RYOBI TECHNOLOGIES, INC. & ET TECHNOLOGY (WUXI) CO., LTD.**

Eric S. Namrow, Esq.  
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1111 Pennsylvania Avenue, N.W.  
Washington, DC 20004

( ) Via Hand Delivery  
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( ) Other: \_\_\_\_\_