

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

**In the Matter of**

**CERTAIN ELECTRONIC DEVICES  
HAVING A RETRACTABLE USB  
CONNECTOR**

**Inv. No. 337-TA-843**

**ORDER NO. 23: INITIAL DETERMINATION GRANTING JOINT MOTION FOR  
TERMINATION OF INVESTIGATION AS TO RESPONDENT  
EMTEC ELECTRONICS, INC. (DEXXXON DIGITAL STORAGE,  
INC.)**

(August 13, 2012)

On July 27, 2012, complainant Anu IP LLC (“Anu”) and respondent Emtec Electronics, Inc. (Dexxon Digital Storage, Inc.) (“Emtec”) jointly moved for termination of this Investigation with respect to Emtec on the basis of a settlement agreement (“Agreement”). (Motion Docket No. 843-048.) On August 7, 2012, the Commission Investigative Staff (“Staff”) filed a response in support of the motion. No other responses were received.

The motion states that settlement agreements are generally within the public interest and that the Agreement will not have any adverse effect on the public health and welfare or competitive conditions in the United States. (Mot. at 1-2.) The Staff asserts that the motion complies with the procedural requirements of Commission Rule 210.21(b)(1). (Staff at 2.) The Staff states that it is not aware of any information that would indicate that the Agreement will harm 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 United States consumers. (*Id.* at 3.) The Staff states that under the circumstances, it believes that terminating

this investigation as to Emtec based on the Agreement will not be contrary to the public interest.

*(Id.)*

The Commission's Rules provide 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). In the instant Investigation, the motion to terminate is based on the Agreement, which appears to resolve the dispute between Anu and Emtec. A copy of the Agreement is attached hereto as Exhibit A. Consistent with 19 C.F.R. § 210.21(b)(1), the moving parties state that "[t]here are no other agreements, written or oral, express or implied between the parties concerning the subject matter of this investigation." (Mot. at 1.)

The Commission's Rules provide that in the case of a proposed termination by settlement agreement or consent order, the parties may file statements regarding the impact of the proposed termination on the public interest, and the administrative law judge may hear argument, although no discovery may be compelled, with respect to issues relating solely to the public interest. *See* 19 C.F.R. § 210.50(b)(2). In any initial determination terminating an investigation by settlement agreement or consent order, the administrative law judge is directed to consider and make appropriate findings regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers. *Id.*

I find that termination of this investigation with respect to the Emtec does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers.

PUBLIC VERSION

Accordingly, it is my Initial Determination that Motion Docket No. 843-048 is hereby GRANTED. This Initial Determination, along with supporting documentation, is hereby certified to the Commission.

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

**SO ORDERED.**

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

Thomas B. Pender  
Administrative Law Judge

## **SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT (this "Agreement") is made and entered into as of June 20, 2012 (the "Effective Date") by and between Plaintiff Anu IP LLC, a limited liability company organized and existing under the laws of the State of Texas, having offices at 3301 W. Marshall Avenue, Suite 303, Longview, Texas 75601 ("Plaintiff"), and Dexxon Digital Storage, Inc. a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 7611 Green Meadows Dr., Lewis Center, Ohio 43035 (hereinafter referred to as "Defendant"). Plaintiff and Defendant are individually referred to herein as a "Party," and collectively as the "Parties."

### **WITNESSETH**

WHEREAS, Plaintiff has filed actions against Defendant for infringement of the Patents in Suit (as that term is defined below) in the United States District Court for the Eastern District of Texas and the International Trade Commission (the "Litigation"); and

WHEREAS, Defendant has denied liability in the Litigation;

WHEREAS, Plaintiff and Defendant desire to settle the Litigation pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above promises and mutual covenants hereinafter contained, the parties agree as follows:

### **SECTION 1: DEFINITIONS**

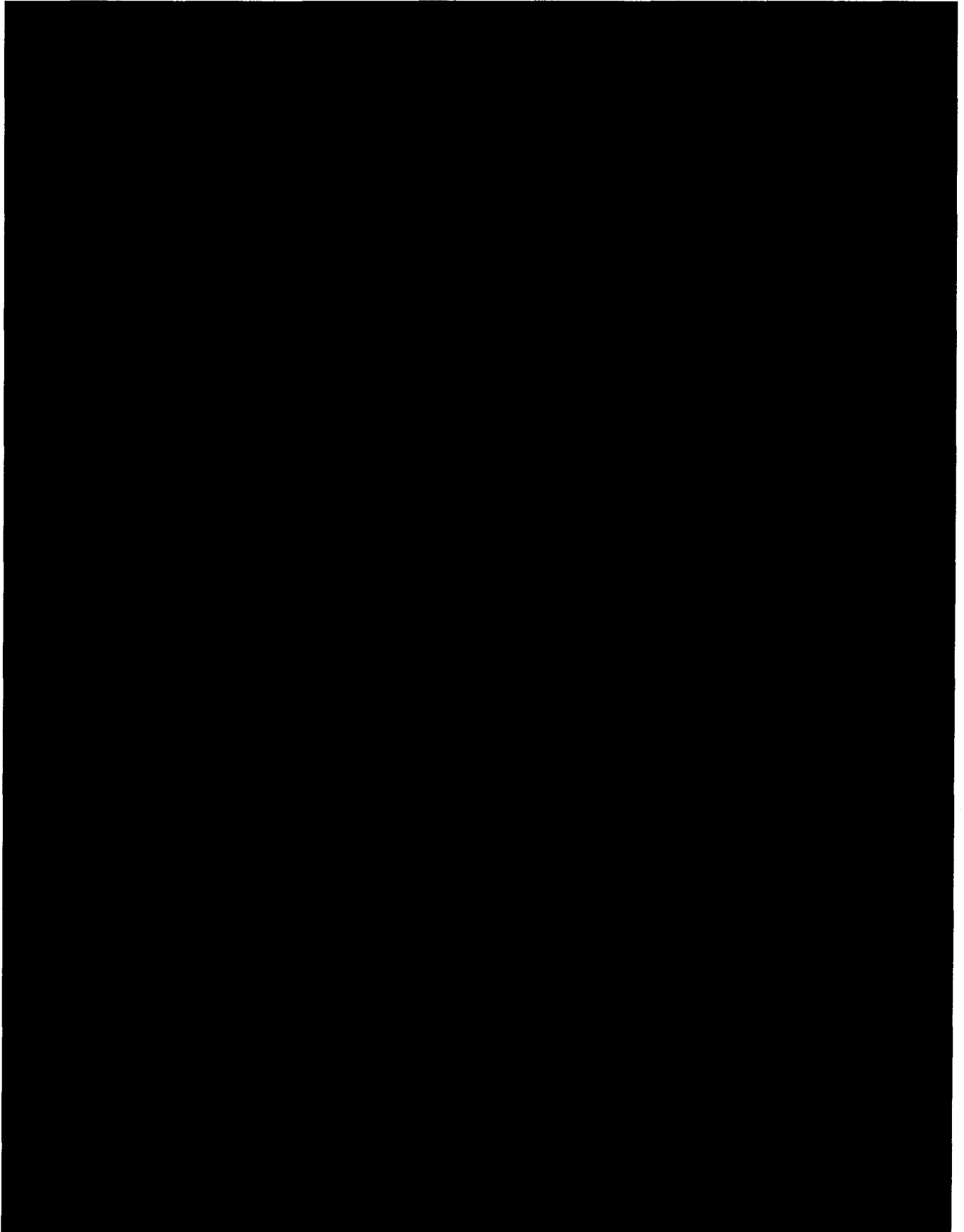
As used in this Agreement, the following terms shall have the following meanings:

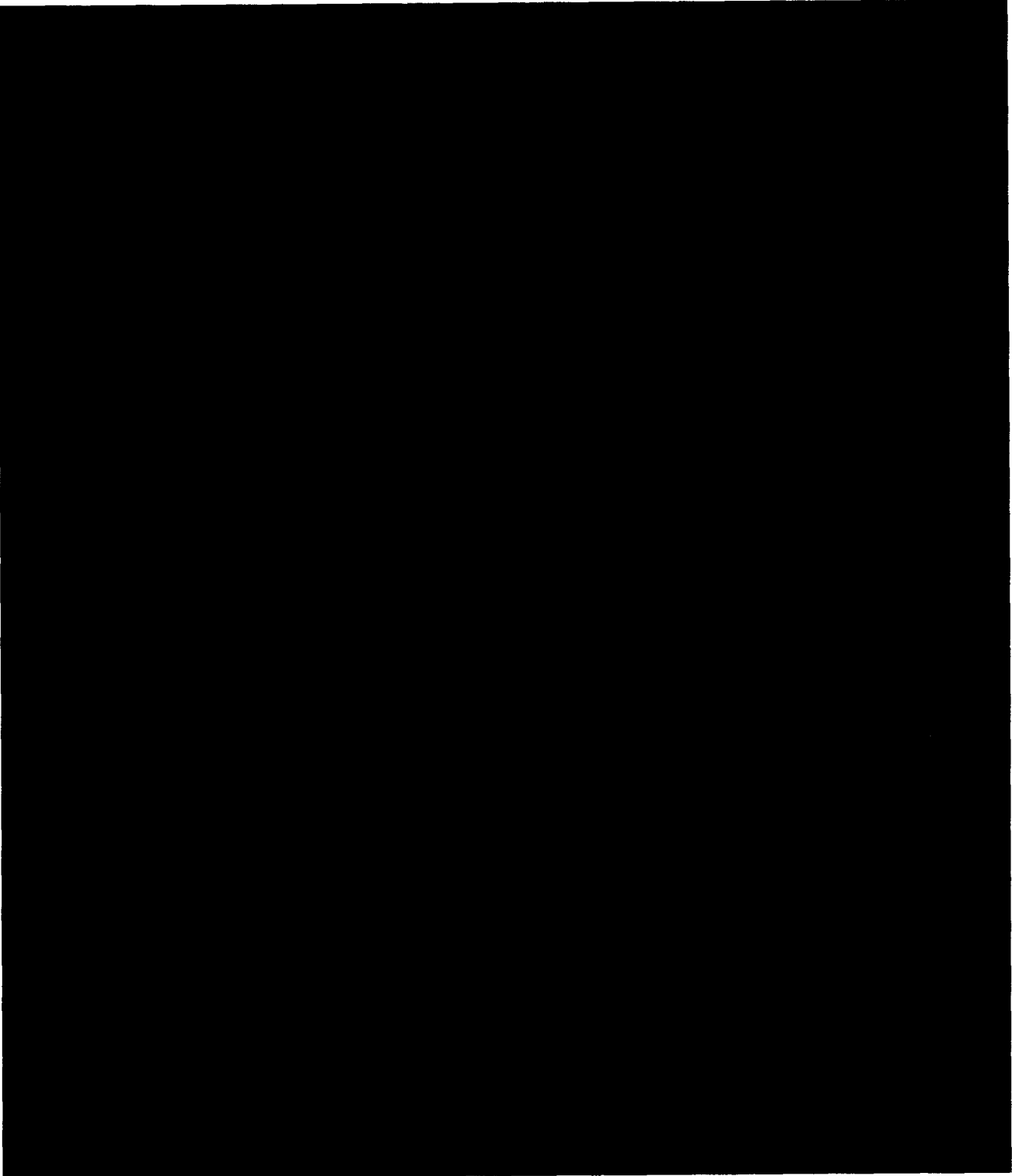
"Affiliate" means, with respect to a Party, any individual, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal entity that is controlling, controlled by or is under common control with such Party. For purposes of this Agreement, "control" shall exclusively mean the ownership of fifty percent (50%) or more of the outstanding voting shares of such an entity.

"Licensed Products" means the past, present and future products and services of Defendant and its Affiliates that practice one or more claims of the Patents in Suit.

"Patents in Suit" means: (i) United States Patent Nos. 6,979,210 ("the '210 Patent"), 7,090,515 ("the '515 Patent"), 7,070,425 ("the '425 Patent"), 7,462,044 ("the '044 Patent"), 7,566,231 ("the '231 Patent"), and United States Application No. 12/826,246. Patents in Suit also includes any other worldwide counterparts, families, and other related patents and patent applications, including any continuations, continuations-in-part, divisionals, reexaminations, reissues, and any other patents or patent applications that claim priority to the '210, '515, '425, '044, and/or '231 patents, and/or to any patent issuing from Application No. 12/826,246, but only with respect to any claims reciting a retractable USB connector. Patents in Suit does not include any patents or patent applications owned or controlled by Plaintiff or any Plaintiff Affiliate that are not expressly set forth in this definition.

“Third Party” means any person or entity other than a party to this Agreement.





**SECTION 4: TERM AND TERMINATION**

4.1 Term. The term of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the last-to-expire Patents in Suit, unless earlier terminated by Plaintiff as set forth below.

4.2 **Termination.** If any Party believes, in good faith, that another Party is in breach of this Agreement, the breaching Party will be provided notice specifically describing the breach (such notice being required only if the non-breaching Party believes such breach is capable of being cured), and the breaching Party shall have sixty (60) days after receipt of any such notice to cure such breach. If the breaching Party does not cure such breach within the sixty (60) day period the license, releases and covenants granted by Section 2 of this Agreement may automatically terminate. To the extent that Defendant fails to pay the full Settlement and License Payment pursuant to the schedule set forth in Section 3.1 above, then this Agreement (along with all licenses, covenants, releases and other rights granted to Defendant hereunder) shall automatically terminate without notice from Plaintiff and without a right to cure.

4.3 **Survival.** In the event of termination pursuant to Section 4.2, the license, releases and covenants granted to the breaching Party shall terminate as of the date that such termination takes effect and the non-breaching Party shall retain its remedies for such breach. The provisions of Sections 1, 2 (2 only as applicable to the non-breaching Party), 3, 4, 5 and 6 will survive any termination of this Agreement.

#### **SECTION 5: ASSIGNMENT**

5.1 **No Assignment.** The Parties may not assign (by contract, operation of law or otherwise) its rights under this Agreement without the prior written consent of the other Party and any attempt to assign without such permission will be void, except that, notwithstanding the foregoing, this Agreement may be assigned by either Party without the other Party's consent as part of a sale or transfer of a substantial portion of its business (regardless of the manner in which any such transaction is effected).

#### **SECTION 6: MISCELLANEOUS PROVISIONS**

##### 6.1 **Representations:**

6.1.1 **Plaintiff Representations:** Plaintiff represents and warrants as of the Effective Date that (i) Plaintiff owns the Patents in Suit, and has the right to grant the license, releases and covenants with respect to the Patents in Suit of the full scope set forth herein; (ii) it has not assigned or otherwise transferred to any other Person any rights to the Patents in Suit that would prevent Plaintiff from entering into this Agreement; and (iii) the person executing this Agreement on behalf of Plaintiff has the full right and authority to enter into this Agreement on Plaintiff's behalf.

6.1.2 **Defendant Representations:** Defendant represents and warrants as of the Effective Date that: (i) Defendant has the right to grant releases and covenants of the full scope set forth herein; and (ii) the person executing this Agreement on behalf of Defendant has the full right and authority to enter into this Agreement on Defendant's behalf.

6.1.3 **No Warranties.** Nothing contained in this Agreement shall be construed as: (i) a warranty or representation by either Party that any manufacture, sale, use or other disposition of products by the other Party has been or will be free from infringement of any patents; (ii) an agreement by either Party to bring or prosecute actions or suits against third parties for infringement, or conferring any right to the other Party to bring or prosecute actions or suits against third parties for infringement; (iii) conferring

any right to the other Party to use in advertising, publicity, or otherwise, any trademark, trade name or names of either Party, or any contraction, abbreviation or simulation thereof without the prior written consent of the other Party; or (iv) conferring by implication, estoppel or otherwise, upon either Party, any right (including a license) under other patents except for the rights expressly granted hereunder.

**6.2 Confidentiality.** From and after the Effective Date, neither Party shall disclose the existence or terms of this Agreement except:

6.2.1 with the prior written consent of the other Party;

6.2.2 to any governmental body having jurisdiction and specifically requiring such disclosure;

6.2.3 in response to a valid subpoena or as otherwise may be required by law;

6.2.4 for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations;

6.2.5 to a Party's accountants, auditors, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

6.2.6 as required during the course of litigation and subject to protective order; provided however, that any production under a protective order would be protected under an "Attorneys Eyes Only" or higher confidentiality designation; or

6.2.7 with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction; provided, however, that prior to any such disclosure pursuant to paragraph 6.2.3 hereof, the Party seeking disclosure shall promptly notify the other Party and, that prior to any such disclosure pursuant to paragraphs 6.2.2, 6.2.3, and/or 6.2.6 hereof, take all reasonable actions in an effort to minimize the nature and extent of such disclosure. In furtherance hereof, Defendant will direct its counsel to promptly return to Plaintiff's counsel or destroy any documents provided to Defendant or its counsel by Plaintiff or its counsel, except for correspondence, this Agreement or drafts thereof.

**6.3 Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be delivered by hand, or, if dispatched by prepaid air courier, with package tracing capabilities or by registered or certified airmail, postage prepaid, addressed as follows:

**If to Plaintiff:**

c/o: Matt Cunningham  
Anu IP LLC  
3301 W. Marshall Ave., Suite 303  
Longview, Texas 75601



Copy to:

Andrew W. Spangler  
Spangler & Fussell P.C.  
208 N. Green St., Suite 300  
Longview, Texas 75691  
Email: spangler@sfipfirm.com

**If to Defendant:**

c/o: David Burke  
Dexxon Digital Storage, Inc.  
7611 Green Meadows Dr.  
Lewis Center, Ohio 43035

Copy to:

David M. Maiorana  
Jones Day  
901 Lakeside Ave.  
Cleveland, Ohio 44114  
Email: dmaiorana@jonesday.com

Such notices shall be deemed to have been served when received by addressee. Either Party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Party as above provided at such changed address.

**6.4 Publicity.** Neither Party will issue a press release or any other announcement regarding this Agreement or the relationship contemplated herein unless both parties provide prior consent in writing. The parties shall direct their representatives not to make any disclosures of the terms of this Agreement. Notwithstanding the foregoing and Section 6.2 above, (i) upon inquiry, either Party may state that Plaintiff and Defendant have entered into a settlement agreement, and (ii) Plaintiff may make the following statements: "Dexxon Digital Storage and its Affiliates are licensed under certain of Plaintiff's (as defined herein) patents."

**6.5 Governing Law / Jurisdiction.** This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Texas, without reference to conflict of laws principles. Plaintiff and Defendant agree (a) that all disputes and litigation regarding this Agreement, its construction and matters connected with its performance be subject to the exclusive jurisdiction of the state and federal courts in the Eastern District of Texas located in Marshall, Texas (the "Court"), and (b) to submit any disputes, matters of interpretation, or enforcement actions arising with respect to the subject matter of this Agreement exclusively to the Court. The parties hereby waive any challenge to the jurisdiction or venue of the Court over these matters.

**6.6 Sophisticated Parties Represented by Counsel.** The parties each acknowledge, accept, warrant and represent that (i) they are sophisticated parties represented at all relevant times during the negotiation

and execution of this Agreement by counsel of their choice, and that they have executed this Agreement with the consent and on the advice of such independent legal counsel, and (ii) they and their counsel have determined through independent investigation and robust, arm's-length negotiation that the terms of this Agreement shall exclusively embody and govern the subject matter of this Agreement.

6.7 Bankruptcy. Each Party irrevocably waives all arguments and defenses arising under 11 U.S.C. 365(c)(1) or successor provisions to the effect that applicable law excuses the Party, other than the debtor, from accepting performance from or rendering performance to an entity other than the debtor or debtor in possession as a basis for opposing assumption of the Agreements by the other Party in a case under Chapter 11 of the Bankruptcy Code to the extent that such consent is required under 11 U.S.C. § 365(c)(1) or any successor statute. Any change of control resulting from any such bankruptcy proceeding shall remain subject to Section 5 above.

6.8 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The parties agree to negotiate in good faith and to enforce a substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

6.9 Entire Agreement. The parties acknowledge, accept, warrant and represent that (i) this is an enforceable agreement; (ii) this Agreement embodies the entire and only understanding of each of them with respect to the subject matter of the Agreement, and merges, supersedes and cancels all previous representations, warranties, assurances, conditions, definitions, understandings or any other statement, express, implied, or arising by operation of law, whether oral or written, whether by omission or commission between and among them with respect to the subject matter of the Agreement; (iii) no oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement; (iv) the terms and conditions of this Agreement may be altered, modified, changed or amended only by a written agreement executed by duly authorized representatives of Plaintiff and Defendant, (v) the language of this Agreement has been approved by counsel for each of them, and shall be construed as a whole according to its fair meaning, and (vi) none of the them (nor their respective counsel) shall be deemed to be the draftsman of this Agreement in any action which may hereafter arise with respect to the Agreement.

6.10 Modification; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

6.11 Construction; Language. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement. This Agreement is in the English language only, which language shall be controlling in all respects, and all notices under this Agreement shall be in the English language.

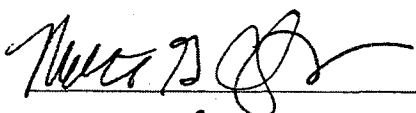
6.12 Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing

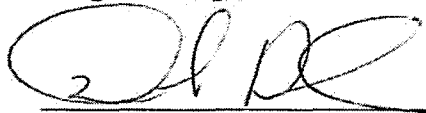
version in the interpretation of this Agreement. This Agreement may be executed by facsimile signatures or other electronic means and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed below by their respective duly authorized officers.

Anu IP LLC

Dexxon Digital Storage, Inc.

By: 

By: 

Name: Matt Cunningham

Name: David Burke

Title: VP + CFO

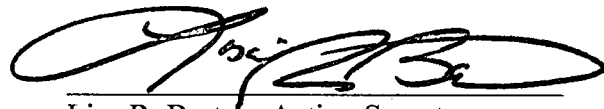
Title: Exec. Vice Pres. Finance

**IN THE MATTER OF CERTAIN ELECTRONIC DEVICES  
HAVING A RETRACTABLE USB CONNECTOR**

**337-TA-843**

CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **PUBLIC ORDER NO. 23: INITIAL DETERMINATION** has been served upon, **Daniel Valencia, Esq., The Commission Investigative Attorney** and the following parties via first class mail and air mail where necessary on     August 14, 2012    , 2012.



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

**FOR COMPLAINANT ANU IP LLC:**

James A. Fussell, III  
**SPANGLER & FUSSELL P.C.**  
211 N. Union Street, Suite 100, Suite 100  
Alexander, VA 22314

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**FOR RESPONDENTS SAMSUNG ELECTRONICS CO., LTD. & SAMSUNG ELECTRONICS AMERICA**

Joseph V. Colaianni, Esq.  
**FISH & RICHARDSON, P.C.**  
1425 K Street, N.W., 11<sup>th</sup> Floor  
Washington, DC 20005

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**FOR RESPONDENTS SANYO ELECTRIC CO., LTD., SANYO NORTH AMERICA CORPORATION, PANASONIC CORPORATION, PANASONIC CORPORATION NORTH AMERICA, YAMAHA CORPORATION OF AMERICA & YAMAHA CORPORATION**

Steven J. Routh, Esq.  
**ORRICK, HERRINGTON & SUTCLIFFE, LLP**  
1152 15<sup>th</sup> Street, N.W.  
Washington, DC 20005

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**IN THE MATTER OF CERTAIN ELECTRONIC DEVICES  
HAVING A RETRACTABLE USB CONNECTOR  
FOR RESPONDENT OFFICE DEPOT, INC.**

**337-TA-843**

Charles S. Baker, Esq.  
**FULBRIGHT & JAWORSKI, L.L.P.**  
1301 McKinney St. Suite 5100  
Houston, TX 77010

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**FOR RESPONDENTS OLYMPUS CORPORATION & OLYMPUS CORPORATION OF  
THE AMERICAS**

Robert W. Dickerson, Esq.  
**DICKSTEIN SHAPIRO, L.L.P.**  
2049 Century Park East, Suite 700  
Los Angeles, CA 90067

Via Hand Delivery  
 Via Overnight Mail  
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 Other: \_\_\_\_\_

**FOR RESPONDENT SUPER TALENT TECHNOLOGY CORPORATION**

David F. Nickel, Esq.  
**FOSTER, MURPHY, ALTMAN & NICKEL PC**  
1899 L Street, N.W., Suite 1150  
Washington, DC 20036

Via Hand Delivery  
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**FOR RESPONDENT COBY ELECTRONICS CORPORATION**

Gary M. Hnath, Esq.  
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1999 K Street, N.W.  
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Via Hand Delivery  
 Via Overnight Mail  
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**FOR RESPONDENT CORSAIR MEMORY, INC.**

Scott D. Baker, Esq.  
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101 Second St., Suite 1800  
San Francisco, CA 94105

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**FOR RESPONDENT HUAWEI TECHNOLOGY COMPANY, LTD.**

Brian R. Nester, Esq.  
**SIDLEY AUSTIN, L.L.P.**  
1501 K Street, N.W.  
Washington, DC 20005

Via Hand Delivery  
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**IN THE MATTER OF CERTAIN ELECTRONIC DEVICES  
HAVING A RETRACTABLE USB CONNECTOR  
FOR RESPONDENTS LEXAR MEDIA, INC. & EMTEC ELECTRONICS, INC.**

**337-TA-843**

David Maiorana, Esq.  
**JONES DAY**  
North Point  
901 Lakeside Avenue  
Cleveland, OH 44114

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**FOR RESPONDENT GENERAL IMAGING COMPANY**

Julia M. Hollaway, Esq.  
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505 Montgomery Street, Suite 2000  
San Francisco, CA 94111

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**FOR RESPONDENTS VOXX INTERNATIONAL CORPORATION & AUDIOVOX  
ACCESSORIES CORPORATION**

Gerald T. Bodner, Esq.  
**BODNER & O'ROURKE, LLP**  
425 Broadhollow Road, Suite 120  
Melville, NY 11747

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**FOR RESPONDENT PATRIOT MEMORY LLC**

John V. Picone III, Esq.  
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70 S. First St.  
San Jose, CA 95113

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**FOR RESPONDENTS JVC KENWOOD CORPORATION & JVC AMERICAS  
CORPORATION**

Anthony F. Lo Cicero, Esq.  
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90 Park Avenue  
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**IN THE MATTER OF CERTAIN ELECTRONIC DEVICES  
HAVING A RETRACTABLE USB CONNECTOR**

**337-TA-843**

**FOR RESPONDENTS AIPTEK INTERNATIONAL, INC. AND COMM. USA, INC.**

William H. Mandir, Esq.  
**SUGHRUE MION, PLLC**  
2100 Pennsylvania Ave., N.W.  
Washington, DC 20037

Via Hand Delivery  
 Via Overnight Mail  
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**FOR RESPONDENTS SILICON POWER COMPUTER AND COMMUNICATIONS,  
INC., AND SILICON POWER COMPUTER AND COMMUNICATIONS USA, INC.:**

Daniel S. Mount, Esq.  
**MOUNT SPELMAN & FINGERMAN, P.C.**  
Riverpark Tower, Suite 1650  
San Jose, CA 95110

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**FOR RESPONDENT IRIVER, INC.**

Andrew F. Pratt, Esq.  
**ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.**  
1133 Connecticut Avenue, N.W., Twelfth Floor  
Washington, DC 20036

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**FOR RESPONDENTS TOSHIBA CORPORATION & TOSHIBA AMERICA, INC.**

Stephen M. Lobbin, Esq.  
**THE ECLIPSE GROUP LLP**  
1920 Main Street, Suite 150  
Irvine, CA 92614

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**FOR RESPONDENTS MAXELL CORPORATION OF AMERICA, INC. & HITACHI  
MAXELL, LTD**

Scott W. Breedlove, Esq.  
**VINSON & ELKINS, L.L.P.**  
2001 Ross Avenue, Suite 3700  
Dallas, TX 75201

Via Hand Delivery  
 Via Overnight Mail  
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 Other: \_\_\_\_\_

**FOR RESPONDENT VIEWSONIC CORPORATION**

Shamita D. Eitenne-Cummings, Esq.  
**WHITE & CASE L.L.P.**  
701 13<sup>th</sup> Street, N.W.  
Washington, DC 20005

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**IN THE MATTER OF CERTAIN ELECTRONIC DEVICES  
HAVING A RETRACTABLE USB CONNECTOR  
FOR RESPONDENT SAKAR INTERNATIONAL, INC.**

**337-TA-843**

Ezra Sutton, Esq.  
**EZRA SUTTON & ASSOCIATES, P.A.**  
900 Route 9 North  
Plaza 9, Suite 201  
Woodbridge, NJ 07095

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**RESPONDENTS:**

**ALURATEK, INC.**  
14831 Myford R. Ste A  
Tustin, CA 92780

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**CENTON ELECTRONICS, INC.**  
27412 Aliso Viejo Parkway  
Aliso Viejo, CA 92656

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**LATTE COMMUNICATIONS, INC.**  
675 E. Brokaw Road  
San Jose, CA 95112

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**OPTION, INC.**  
Morris Road 13010  
Alharetta, GA

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**PROVANTAGE LLC**  
7249 Whipple Anvnue NW  
North Canton, OH 44720

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_

**SUPERSONIC, INC.**  
6555 Bandini Boulevard  
Commerce, CA 90040

Via Hand Delivery  
 Via Overnight Mail  
 Via First Class Mail  
 Other: \_\_\_\_\_



**IN THE MATTER OF CERTAIN ELECTRONIC DEVICES  
HAVING A RETRACTABLE USB CONNECTOR**

**337-TA-843**

**PUBLIC MAILING LIST**

Heather Hall  
**LEXIS - NEXIS**  
9443 Springboro Pike  
Miamisburg, OH 45342

- Via Hand Delivery
- Via Overnight Mail
- Via First Class Mail
- Other: \_\_\_\_\_

Kenneth Clair  
**THOMSON WEST**  
1100 – 13<sup>th</sup> Street NW  
Suite 200  
Washington, DC 20005

- Via Hand Delivery
- Via Overnight Mail
- Via First Class Mail
- Other: \_\_\_\_\_