UNITED STATES INTERNATIONAL TRADE COMMISSION Washington, D.C.

In the Matter of

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR

And

CERTAIN PERSONAL TRANSPORTERS AND COMPONENTS THEREOF

Inv. No. 337-TA-1007 Inv. No. 337-TA-1021 (Consolidated)

Order No. 28 (Initial Determination)

On March 3, 2017, complainants Segway Inc.; DEKA Products Limited Partnership; and Ninebot (Tianjin) Technology Co., Ltd., and respondent Razor USA, LLC ("Razor") filed a joint motion to "terminate this Investigation as to Razor based upon the attached Settlement Agreement and Release (the 'Agreement')." Motion Docket No. 1007/1021-44.

On March 9, 2017, the Commission Investigative Staff ("Staff") filed a response supporting the motion. No other party responded to 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

¹ On March 8, 2017, respondent Razor filed a "Revised Exhibit A to Joint Motion to Terminate Investigation as to Razor USA, LLC Based on Settlement Agreement and to Stay Investigation as to Razor USA, LLC." See EDIS Doc. ID No. 605125. The cover letter states that the "replacement public exhibit removes the redaction to paragraph 6.2 of the parties' settlement agreement as agreed to during discussions with the Commission Investigative Staff." See id.

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 pending motion complies with the Commission Rules, and is in the interest of public policy. Pursuant to Commission Rule 210.21(b)(1), the movants state that "aside from the attached Settlement Agreement and Release, there are no other agreements, written or oral, express or implied, between Razor and Complainants concerning the subject matter of this investigation." Mot. at 2. The movants state that "[t]he Agreement has been executed by the Settling Parties and is fully effective between them." *Id.* The movants further state that "[t]he Agreement completely resolves the dispute between the Settling Parties in this Investigation." *Id.* The Staff argues that the settlement agreement "appears to settle all disputes between the moving parties relating to this Investigation, and the moving parties appear to have complied with the procedural requirements of the Commission Rules." Staff at 6.

It is argued: "Further, termination of this Investigation as to Razor at this stage of the proceedings will not have any adverse impact on the public health and welfare and/or competitive conditions in the United States. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and motions to terminate based on settlements such as this are routinely granted." Mot. at 2-3; *see* 19 C.F.R. § 210.50(b)(2). The movants argue: "Further, this motion reduces the number of issues to be decided in this investigation by reducing the number of parties and accused products involved, thereby conserving the resources of the ALJ, the Commission, and the parties. Good cause therefore exists to grant this motion." Mot. at 3. The Staff states that "the public interest

would be served by granting the motion to terminate this Investigation as to Razor." Staff at 7. Furthermore, the administrative law judge does not find any evidence to the contrary.²

* * *

Accordingly, it is the initial determination of the undersigned that Motion No. 1007/1021-44 is granted. This investigation is terminated as to respondent Razor.³

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: March 22, 2017

² The movants' request to provide "the other respondents with only the public version of the Agreement with the highly-sensitive settlement terms redacted" is granted. See Mot. at 4; Staff at 6 (Staff does not oppose this request).

³ The request for a stay of the procedural schedule is granted pending Commission review.

UNITED STATES INTERNATIONAL TRADE COMMISSION WASHINGTON, DC

Before The Honorable David P. Shaw Administrative Law Judge

In the Matter of

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR

and

CERTAIN PERSONAL TRANSPORTERS AND COMPONENTS THEREOF

Inv. No. 337-TA-1007 Inv. No. 337-TA-1021 (Consolidated)

JOINT MOTION TO TERMINATE INVESTIGATION AS TO RAZOR USA, LLC BASED ON SETTLEMENT AGREEMENT AND TO STAY INVESTIGATION AS TO RAZOR USA, LLC

Pursuant to 19 U.S.C § 1337(c) and 19 C.F.R § 210.21 (b), Respondent Razor USA, LLC ("Razor") and Complainants Segway Inc., DEKA Products Limited Partnership, and Ninebot (Tianjin) Technology Co., Ltd. (collectively, "Complainants") (Razor and Complainants together, the "Settling Parties") hereby jointly move to terminate this Investigation as to Razor based upon the attached Settlement Agreement and Release (the "Agreement").

Ground Rule 5.e Certification

Pursuant to Ground Rule 5.e, Razor and Complainants certify that they conferred with the Commission Investigative Attorney, and the other respondents concerning this motion before filing and requested a waiver of the two day notice requirement. The Commission Investigative Attorney will take a position after reviewing the motion as filed. Respondents Hangzhou Chic Intelligent Technology Co., Ltd., Powerboard LLC, Swagway, LLC, Changzhou Airwheel Technology Co., Ltd., Jetson Electric Bikes, LLC will take a position after reviewing the motion. All parties agreed to waive the two day notice requirement.

A true and correct copy of the Agreement, redacted to protect the disclosure of confidential business information subject to the Protective Order (Order No. 12), is attached to this submission as Public Exhibit A and an unredacted version for service on the ALJ and Staff is attached as Exhibit B. As set forth below, the Settling Parties request, pursuant to Commission Rule 210.21(b)(1), that the ALJ limit service of the unredacted agreement to Razor, Complainants and Staff.

The Agreement has been executed by the Settling Parties and is fully effective between them. The Agreement contains Confidential Business Information within the meaning of 19 C.F.R. § 201.6(a), including, but not limited to, license and settlement fee amounts, the disclosure of which could impair the parties' ability to enter into settlement agreements. The Agreement completely resolves the dispute between the Settling Parties in this Investigation. The Settling Parties hereby certify under Commission Rule 210.21(b) that aside from the attached Settlement Agreement and Release, there are no other agreements, written or oral, express or implied, between Razor and Complainants concerning the subject matter of this investigation.

The Investigation Should Be Terminated as to Razor Based On Settlement Agreement

Commission Rule 210.21(b)(1) provides in relevant part that: "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." This motion comports with Commission Rules. Further, termination of this Investigation as to Razor at this stage of the proceedings will not have any adverse impact on the public health and welfare and/or competitive conditions in the United States. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private

parties, and motions to terminate based on settlements such as this are routinely granted. See, e.g., Certain Computing or Graphics Sys., Components Thereof, & Vehicles Containing Same, Inv. No. 337-TA-984, Order No. 33 (May 10, 2016)(terminating investigation as to one respondent based on settlement agreement.). Further, this motion reduces the number of issues to be decided in this investigation by reducing the number of parties and accused products involved, thereby conserving the resources of the ALJ, the Commission, and the parties. Good cause therefore exists to grant this motion.

The Settling Parties agree that termination of this Investigation on the basis of this Agreement as to only Razor does not constitute a determination as to the violation of Section 337 of the Tariff Act of 1930, including as to the merits of the claims or defenses raised during this Investigation. See 19 C.F.R. § 210.21(b)(2). This motion is made without admission by Razor that it committed an infringing act, unfair act, or any other unlawful act. In addition, there are no other extraordinary circumstances that would justify denying the requested termination.

Service of the Redacted Settlement Agreement on Respondents is Appropriate

Razor and Complainants request permission to limit service of the confidential version of the Agreement to Razor, Complainants, and Staff. Razor and Complainants have good cause to request such limited service. The unredacted Agreement, provided as Exhibit B, contains specific and highly-sensitive details, including financial terms, regarding the Agreement reached between Razor and Complainants. Complainants' efforts to negotiate agreements with the other respondents in this investigation and Razor's efforts to negotiate agreements with certain other respondents in Investigation No. 337-TA-1000 are ongoing. Consequently, disclosing the unredacted Agreement of Exhibit B would prejudice Complainants and Razor, giving the other respondents and unfair bargaining advantage.

"It has been recognized, both in section 337 investigations and in district court cases, that forcing settling respondents and complainants to reveal the precise terms of their settlements to non-settling respondents could discourage settlements, even if such disclosures were made only to counsel who have subscribed to the protective order." *Certain Mach. Vision Software, Machine Vision Sys., & Prods. Containing Same*, Inv. No. 337-TA-680, Order No. 17 at 4-7 (Oct. 26, 2009) (permitting service of redacted settlement agreements on non-settling respondents where complainant was not relying on post-litigation licensing); *see also Certain Hydraulic Excavators & Components Thereof*, Inv. No. 337-TA-582, Order No. 49 at 4-5 (Aug. 13, 2007) (allowing service of public version because "to foster settlement in this case, it is necessary to protect the exact terms of the settlement agreement against disclosure to the non-settling respondents.").

Razor and Complainants accordingly request permission to provide the other respondents with only the public version of the Agreement with the highly-sensitive settlement terms redacted. See Ex. A. However, Razor and Complainants separately submit a fully unredacted copy of the Agreement to the Commission, ALJ, and Staff as Razor and Complainants are not prejudiced by their receipt of the complete and unredacted Agreement. See Ex. B.

The ALJ Should Stay the Investigation as to Razor

Razor and Complainants request a stay of the Investigation as to Razor pending final resolution of the instant motion as to all events and Procedural Schedule deadlines related to Razor. Good cause exists to stay the Investigation as to Razor pending final resolution of this motion. Such a stay will conserve the resources of the Commission and the parties. Similar requests for stay have been granted when parties have reached settlement. See, e.g. Certain Footwear Prods., Inv. No. 337-TA-936, Order No. 155, at 3-4 (July 29, 2015); Certain

Motorized Self-Balancing Vehicles, Inv. No. 337-TA-1000, Order No. 22, at 4 (Oct. 19, 2016); Certain Consumer Elec. with Display & Processing Capabilities, Inv. No. 337-TA-884, Order No. 32 at 1 (Oct. 18, 2013).

For the foregoing reasons, the Settling Parties respectfully request that the Administrative Law Judge grant this motion and issue an initial determination, pursuant to Commission Rule 210.21(b), terminating this Investigation with respect to Razor only based on the accompanying Agreement. Razor and Complainants also respectfully request that the ALJ stay the Investigation as to Razor.

Dated: March 3, 2017

Respectfully submitted,

/s/ Daniel F. Smith

Jonathan J. Engler, Esq.
Daniel F. Smith, Esq.
ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.
1133 Connecticut Avenue, N.W., 12th Floor
Washington, DC 20036
Telephone: (202) 467-6300
Facsimile: (202) 466-2006

Counsel for Respondent Razor USA, LLC

/s/ Tony V. Pezzano

Tony V. Pezzano, Esq. Michael P. Dougherty, Esq. Aleksandra King, Esq. HOGAN LOVELLS US LLP 875 Third Avenue New York, NY 10022

Celine Jimenez Crowson, Esq. Anna Kurian Shaw, Esq. Joseph J. Raffetto, Esq. Scott Hughes, Esq. Cary E. Adickman, Esq. HOGAN LOVELLS US LLP 555 13th Street, N.W. Washington, D.C. 20004

Steven M. Levitan, Esq. Lindsey Furtado, Esq. HOGAN LOVELLS US LLP 4085 Campbell Avenue Suite 100 Menlo Park, CA 94025

Helen Trac, Esq. HOGAN LOVELLS US LLP 3 Embarcadero Ctr., Ste. 1500 San Francisco, CA 94111

Maureen K. Toohey, Esq. TOOHEY LAW GROUP LLC 340 Commercial Street Manchester, NH 03101

Ping Gu, Esq.
ZHONG LUN LAW FIRM
36-37/F, SK Tower
6A Jianguomenwai Avenue
Chaoyang District
Beijing 100022
People's Republic of China

Robert Hart, Esq. APOGEE LAW GROUP P.C. 401 North Michigan Avenue Suite 1200-1 Chicago, IL 60611

Counsel for Complainants Segway Inc., DEKA Prods. Ltd. Partnership, and Ninebot (Tianjin) Technology Co. Ltd.

UNITED STATES INTERNATIONAL TRADE COMMISSION WASHINGTON, DC

Before The Honorable David P. Shaw Administrative Law Judge

In the Matter of

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR

and

CERTAIN PERSONAL TRANSPORTERS AND COMPONENTS THEREOF

Inv. No. 337-TA-1007 Inv. No. 337-TA-1021 (Consolidated)

DECLARATION OF DANIEL SMITH REGARDING CONFIDENTIALITY OF INFORMATION IN JOINT MOTION TO TERMINATE THE INVESTIGATION AS TO RESPONDENT RAZOR USA, LLC

- I, Daniel Smith declare under penalty of perjury of the laws of the United States that the following statements are true based on my personal knowledge:
- 1. I am an attorney at Adduci, Mastriani, & Schaumberg LLP, counsel for Respondent Razor USA, LLC ("Razor").
- 2. I make this declaration to identify and explain the portions of Razor's and Complainants' joint motion to terminate the investigation as to Razor based on settlement agreement (the "Motion") that contain confidential business information.
- 3. Exhibit B to the Motion is an unredacted version of the Settlement Agreement and Release (the "Agreement") that contains confidential settlement terms between Razor and Complainants that are not available in the public domain.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 3, 2017, in Washington, DC.

Dated: March 3, 2017 /s/ Daniel F. Smith

Daniel F. Smith

EXHIBIT A

Settlement Agreement and Release

This AGREEMENT (the "Agreement") is entered into as of March, 2nd , 2017 (the "Effective Date"), by and between Segway Inc., a corporation incorporated in the state of Delaware, with its principal place of business in Bedford, New Hampshire ("Segway"), DEKA Products Limited Partnership ("DEKA") a New Hampshire limited partnership with its principal place of business at 340 Commercial Street, Manchester, New Hampshire, and Ninebot (Tianjin) Technology Co., Ltd. ("Ninebot") a corporation organized and existing under the laws of the People's Republic of China, having a principal place of business at Building 9, Jiasuqi, Tianrui Rd Science and Technology Park Center, Auto Industrial Park, Wuqing, Tianjin, China (collectively "Segway Parties") on the one hand, and Razor USA, LLC ("Razor") a privately-held, limited liability company organized and existing under the laws of the state of Delaware, with its principal place of business at 12723 166th Street, Cerritos, CA 90703, on the other hand. The Segway Parties and Razor each separately may be referred to in this Agreement as a "Party" or collectively as the "Parties" and each of the Segway Parties may be separately referred to in this Agreement as a "Segway Party."

WHEREAS, Segway is the licensee of certain patents (including the "Segway Patents" as defined herein and as detailed in Schedule A) pursuant to the Ginger License Agreement, as executed on June 30, 2000 ("Ginger License Agreement") (attached as Confidential Exhibit B to the Complaint Instituted as ITC Investigation No. 337-TA-1007);

WHEREAS, the Segway Parties have filed a lawsuit in the United States District Court for the District of Delaware against Razor that involves claims of infringement of certain Segway Patents, and is captioned as follows: Segway Inc. et al v. Razor USA LLC, 1:15-cv-01197-SLR-SRF (the "District Court Litigation");

WHEREAS, the Segway Parties have filed and there is currently pending before the International Trade Commission ("ITC") a Section 337 Investigation that involves claims of infringement of certain of the Segway Patents against Razor (among other respondents), and is captioned Certain Personal Transporters, Components Thereof, and Packaging and Manuals Therefor and Certain Personal Transporters and Components Thereof, Investigation Nos. 337-TA-1007 and 337-TA-1021 (Consolidated) (the "TTC Investigation"); and

WHEREAS, the Parties desire to resolve the District Court Litigation and the ITC Investigation on the terms set forth below; and

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual promises hereinafter set forth, the Parties do promise and agree as follows:

1. <u>Definitions.</u> For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Effective Date" has the meaning set forth in the preamble.

"Government Authority" means any federal, state, national, supranational, local, or other government, whether domestic or foreign, including any subdivision, department, agency, instrumentality, authority (including any regulatory and administrative authority), body, commission, board or bureau thereof, or any court, tribunal or arbitrator.

"Segway Patents" means the patents listed in Schedule A.

"Razor Patents" means the patents listed in Schedule B.

"Licensed Patents" means both the Segway Patents and the Razor Patents, collectively.

"Medical Products" means products having governmental approval for medical use by persons with a prescribed medical need and/or be intended for use by either (i) persons whose ability to walk or climb stairs is significantly less than the average person of their age or (ii) persons sixty-five (65) years old or older.

"Registered Medical Product" means products having governmental approval for medical use

"Person" means any individual, corporation, partnership, joint venture, limited liability company, Government Authority, unincorporated organization, trust, association or other legal or governmental entity.

"Hoverboard Products" means any two-wheeled product that automatically balances while in operation and that is steered by the rider using independently moveable foot placement sections, provided that the product does not include a handlebar or other hand support, steering bar, knee-control bar, knee or leg support or a seat and that the product is not a Registered Medical Product or used for medical purposes.

"Successor" of a Person means any Person which is the survivor of any merger with, or a Person which is sold all or substantially all of the assets of, such Person or any Affiliate of such Person.

"Term" means the period commencing on the Effective Date and continuing until the expiration of the last Valid Claim to expire. As used in this definition, "expiration" and "expire" when referring to a patent means any expiration, revocation, invalidation or other termination of such patent.

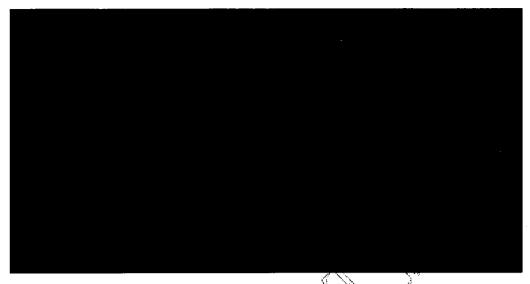
"Valid Claim" means a claim of an unexpired, issued or granted patent within the Licensed Patents as long as the claim has not been admitted by the patent owner or otherwise caused to be invalid or unenforceable through reissue, disclaimer or otherwise, or held invalid or unenforceable by a Government Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

2. Agreement to Cross-License the Segway Patents and Razor Patents.

2.1 License to Razor of the Segway Patents: Conditioned on the execution by the Parties of this Agreement, Segway and Ninebot hereby grant to Razor a non-exclusive sublicense and right, without the right to sublicense to a third party, to practice and/or utilize the Segway Patents to make, have made, sell, offer for sale, import or use Hoverboard Products that bear the "Razor" brand, upon the terms set forth in Sections 2.1(a) through (e) below.

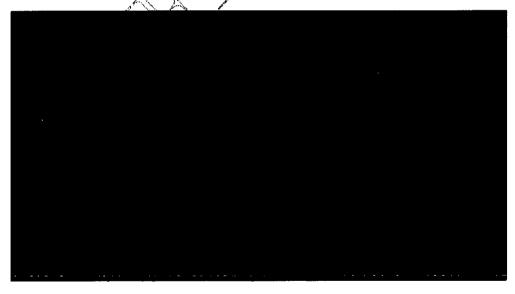
(a) This 2.1(a) is provided in Exhibit C attached hereto.





(e) Except as provided by this Agreement, no right is granted to sub-license, transfer or grant any rights granted under this Agreement to any third party.

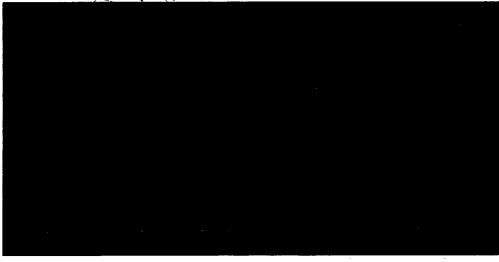
2.2 <u>License to Segway of the Razor Patents</u>: Conditioned on the execution by the Parties of this Agreement, Razor hereby grants to Segway and Ninebot a fully paid-up, royalty-free, non-exclusive license and right, without the right to sublicense to a third party, to practice and/or utilize the Razor Patents to make, have made, sell, offer for sale, import or use products covered by the Razor Patents, upon the terms set forth in Sections 2.2(a) through (b) below:



(b) Except as provided by this Agreement, no right is granted to sub-license, transfer or grant any rights granted under this Agreement to any third party.

3. Current Litigation Between the Parties.

- 3.1 <u>Dismissal of the District Court Litigation As to Razor:</u> Within fourteen (14) days of the Effective Date, the Segway Parties agree to file a Consented to Voluntary Dismissal With Prejudice of the District Court Litigation, by filing with the Court the executed form attached as Exhibit A.
- 3.2 <u>Dismissal of the ITC Investigation As to Razor:</u> Within fourteen (14) days of the Effective Date, the Parties will file a Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation in the executed form attached as **Exhibit B**. The Parties will cooperate to comply with Section 6.1 of this Agreement and 19 C.F.R. § 210.21(b) which requires that this Agreement be attached to the Motion with confidential business information redacted.
- 3.3 Application of Exclusionary Order: The Segway Parties agree that any exclusion order granted by the ITC to the extent based on a Segway Patent shall not be and is not applicable to Razor's Hoverboard Products imported in compliance with the terms of this Agreement.
- 3.4 Razor's Covenant Not to Intervene: As of the Effective Date, Razor hereby covenants not to intervene in the ITC Investigation, including, but not limited to assisting any other party in opposing any motions filed by the Segway Parties and/or opposing the relief sought by the Segway Parties, except as obligated by law or by court or administrative order.





5. Representations, Warranties, and Covenants.

5.1 <u>Segway Parties' Covenant to Cooperate</u>: The Segway Parties represent, warrant, and covenant that they shall promptly provide any necessary cooperation, and any needed documentation and information, in order for the Parties to file a Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation or for the Segway Parties to file the Consented to Voluntary Dismissal With Prejudice of the District Court Litigation.

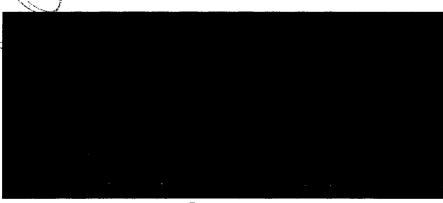
5.2 Segway Parties' Representation of Authority:

- (a) Each of the Segway Parties represents and warrants that (i) it, and the person executing this Agreement on its behalf, has the power and authority to enter into this Agreement, and bind the relevant Segway Party, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, to each and every term, condition, and obligation hereof; (ii) this Agreement is valid, legal, and binding on each of the Segway Parties, its Affiliates, and its and their Successors, heirs, and assigns; (iii) the Segway Parties own all right, title, and interest in and to the Segway Patents, and have the legal capacity, authority, and right to grant the covenants and releases set forth herein; and (iv) the license granted under this Agreement is in compliance of any previous license agreement, including the Ginger License Agreement, executed by the Segway Parties, and all such license agreements does not adversely affect the rights granted pursuant to the terms and conditions of this Agreement to Razor.
- assigned, granted, or otherwise transferred to any other person or entity, other than an Affiliate, any fights to the Segway Patents, and there are no liens or other encumbrances, that would prevent the Segway Parties from entering into this Agreement and granting the covenants and releases set forth herein; and the Segway Parties and the holders of the licenses disclosed in following Section 5.2(c) are the sole and exclusive holders of all rights under the Segway Patents with respect to Hoverboard Products as of the Effective Date, and before the Effective Date, other than the Segway Parties or the holders of the licenses disclosed in following Section 5.2(c), no Person has any rights, title, interest or license whatsoever in or to the Segway Patents with respect to Hoverboard Products. In the event of a breach of any of the representations, warranties or covenants by the

Segway Parties in this Agreement, Razor shall be entitled to a refund of the fees paid in Section 2.1(a) in addition to all other remedies to which it is entitled.

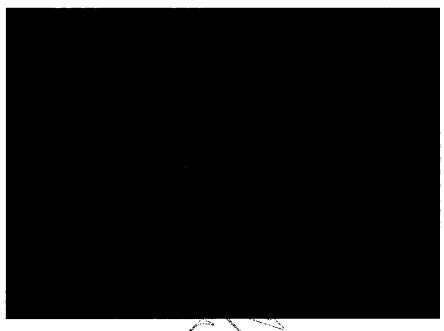
- (c) DEKA represents and warrants that it has not assigned, granted, or otherwise transferred rights to the Segway Patents, and has not consented to the assignment, grant or transfer of such rights, except that DEKA has:
 - (i) granted a license to Segway pursuant to the Ginger License Agreement;
 - (ii) consented to Segway's sublicenses to Segway's Affiliates, and
 - (iii)

5.3 Segway Parties' Release: Each Segway Party, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, and each of their respective owners, officers, directors, and employees, hereby irrevocably releases and forever discharges Razor, its Affiliates, and its and their Successors, heirs, shareholders, and assigns, and each of their respective current and former distributors, dealers, customers, suppliers, manufacturers, employees, representatives, agents, owners, officers, attorneys, and directors ("Released Parties") from any all past and present claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions, and causes of action of every kind and nature whatsoever, known or unknown or asserted or unasserted, related to the subject matter or conduct of the ITC Investigation and/or the District Court Litigation ("Losses"). Each Segway Party irrevocably covenants not to threaten or assert any claims or causes of action against, or to sue, the Released Parties, directly or indirectly, for infringement of the Segway Patents, on the basis of or relating to the manufacture, making or having made, use, sale, offer for sale or importation of a Hoverboard Product by or on behalf of Razor.





- 5.5 Razor's Covenant to Cooperate: Razor represents, warrants, and covenants that it shall promptly provide any necessary cooperation, and any needed documentation and information, in order for the Parties to file a Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation or for the Segway Parties to file the Consented to Voluntary Dismissal With Prejudice of the District Court Litigation.
- warrants that (a) it, and the person executing this Agreement on its behalf, has the power and authority enter into this Agreement, and bind Razor, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, to each and every term, condition, and obligation hereof, (b) this Agreement is valid, legal, and binding on Razor, its Affiliates, and its and their Successors, heirs, and assigns; (c) Razor owns all right, title, and interest in and to the Razor Patents, and has the legal capacity, authority, and right to grant the covenants and releases set forth herein; and (d) Razor has not assigned, granted, or otherwise transferred to any other person or entity any rights to the Razor Patents, and there are no liens or other encumbrances, that would prevent Razor from entering into this Agreement and granting the covenants and releases set forth herein.
- 5:7 Razor's Release: Razor, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, and each of their respective owners, officers, directors, and employees, hereby irrevocably releases and forever discharges each of the Segway Parties, its Affiliates, and its and their Successors, heirs, shareholders, and assigns, and each of their respective current and former distributors, dealers, customers, suppliers, manufacturers, employees, representatives, agents, owners, officers, attorneys, and directors from any all past and present claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions, and causes of action of every kind and nature whatsoever, known or unknown or asserted or unasserted, related to the subject matter or conduct of the ITC Investigation and/or the District Court Litigation.



6. Confidentiality.

6.1 Non-Disclosure of Terms: The terms of this Agreement, as well as all information and documentation concerning the negotiation of this Agreement (but not the existence of this Agreement) ("Confidential Information"), are confidential and shall not be disclosed or circulated to the trade or public, or to any third party, without the prior written consent of both Parties, except to the minimum extent (a) required by a court or other Government Authority, or in connection with a governmental review of any Party's business affairs; (b) required by law or legal process, including, without limitation, as required by securities laws; (c) reasonably necessary to enforce the ferms of this Agreement, (d) reasonably necessary to disclose to legal counsel or accounting firms; or (e) reasonably necessary for confidential diligence in connection with a change of control transaction (whether such change of control is by merger, acquisition, stock purchase, or otherwise). If any Party discloses any such confidential information to a permitted third party, then the disclosing Party shall ensure that the permitted recipient is bound by enforceable confidentiality obligations consistent with the foregoing confidentiality obligations. To the extent that any Party is required to disclose this Agreement or any of the terms or conditions hereof pursuant to court order or the requirement of any Government Authority, law, or legal process, such Party shall use commercially reasonable efforts to ensure that only the minimum required disclosure is made. Notwithstanding anything to the contrary, for the avoidance of doubt, any Party may disclose the terms of this

Agreement to its Affiliates and its and their Successors, heirs, and assigns, provided however that each Party shall procure its Affiliates to assume the confidentiality obligation as provided in this Agreement. In the case of unauthorized disclosure of any Confidential Information by any of the Affiliates of a Party, that affiliated Party shall be deemed as breaching this Article 6.1.



7. Miscellaneous.

7.1 Notice: Any notices under this Agreement shall be in writing and shall be deemed delivered (a) if delivered personally, on the date of delivery; (b) if sent by recognized commercial courier, on the date of scheduled delivery; (c) if sent by facsimile and promptly confirmed by first class mail, on the date of facsimile transmission; and (d) if sent by registered or certified mail (postage or charges prepaid), on the third business day following dispatch. All notices shall be sent as follows:

If to Segway Parties:

To DEKA Products Limited Partnership: DEKA Products Limited Partnership 340 Commercial Street Manchester, NH 03101

To Segway Inc.: Segway Inc. 14 Technology Drive Bedford, NH 03110

To Ninebot (Tianjin) Technology Co., Ltd. Ninebot (Tianjin) Technology Co., Ltd. 1F A1 BLDG., ZGC DongSheng Science Park(Northern Territory), 66 Xixiaokou Rd., Haidian District, Beijing, China

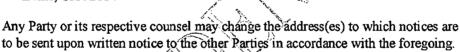
With a copy to: Maureen K. Toohey, Esq. Toohey Law Group LLC Technology Center 340 Commercial Street Manchester, NH 03101

If to Razor:

Razor USA Attn: John Cochrane 12723 166th St Cerritos, CA 90703

With a copy to:

Lori Yamato Knobbe Martens Olson & Bear LLP 2040 Main Street, 14th Floor Irvine, CA 92614



- 7.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the United States, without regard to conflict of law principles.
- 7.3 <u>Descriptive Headings</u>: The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provisions.
- 7.4 Execution and Binding on Successors and Assigns: This Agreement may be executed in counterparts, and each Party may execute any such counterpart, each of which when executed and delivered (which delivery and exchange may be made via facsimile transmission or electronic mail) shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument. This Agreement shall become binding when all counterparts taken together have been executed and exchanged by the Parties. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective officers, directors, owners, agents, subsidiaries, affiliates, administrators, executors, legal representatives, heirs, predecessors, Successors, and assigns. No Party may assign this Agreement without the prior written consent of the

other Parties; provided however, that this Agreement and all rights and obligations created herein shall be freely assignable and transferable without consent in connection with the assignment, sale or transfer of all or substantially all of the assets of a Party's business. Except as provided herein, any attempted assignment made without consent shall be void.

- 7.5 No Admission of Liability: Enforcement. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and expressly agree that this Agreement does not constitute, and shall not be construed to constitute, an admission by the Parties of any wrongdoing or liability whatsoever. Each Party acknowledges that there will be no adequate remedy at law for its failure to comply with certain terms contained herein, and therefore, acknowledges and agrees that the other Parties shall have the right to have any breach of this Agreement remedied by equitable relief by way of a temporary retaining order, preliminary injunction, permanent injunction, and such other alternative relief as may be appropriate, without the necessity of the enforcing Party posting any bond or proving any damages.
- 7.6 No Agency, Joint Venture, or Partnership. The Parties hereby agree that no agency, joint venture, or partnership is created by this Agreement, and that no Party shall incur an obligation in the name of any other Party without that other Party's prior written consent.
- 7.7 Term. The Agreement shall remain in effect for the Term and any provisions of this Agreement that are, by their nature, intended to survive or are of a type that would typically survive expiration of an agreement of this type, shall survive expiration of this Agreement. In no event shall any of the releases or covenants granted herein or hereunder be revoked, rescinded, or terminated for any reason.
- Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by any other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by any other Party or by any other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

7.9 Entire Agreement: This Agreement contains the entire agreement among the Parties with respect to the subject matter expressed herein and supersedes and cancels any prior oral or written indications, understandings, agreements, or negotiations concerning the subject matter of this Agreement. This Agreement may not be altered in any respect except in writing signed by the Parties. The terms in this Agreement shall be construed in accordance with their fair meaning, and there shall be no presumption applied against any Party for having drafted or participated in drafting any such terms. The terms of this Agreement shall be severable such that, if any term herein is held to be illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the		
date first above written.	SEGWAY INC.	
	SEGWAT INC.	
[ATTEST:	By	
<u> </u>	Name: Lufeng Gao	
	Title: CEO	
	DEKA Products Limited Partnership	
	by DEKA Research & Development	
	Corp., its sole general parties	
[ATTEST:	By Her John	
•		
	Name: Dean Kamen	
	Title: President, DEKA Research &	
A	Development Corp.	
	NINEBOT (TIANJIN)	
	TECHNOLOGY CD., LTD.	
	J PINT 28_	
[ATTEST:	By S S	
	Name: Zhongwei Zhao	
	Title: COO	
	Razor USA, LLC	
[ATTEST:	Ву	
1	Name: Daniel Simon	
* \tag{1}	Title: COO	

SCHEDULE A

SEGWAY PATENTS

Patent	General Claim Description	Issued
6,302,230	Personal mobility vehicles and methods	10/16/2001
6,651,763	Transporter oscillating alarm	11/25/2003
7,023,330	Transporter oscillating alarm	4/4/2006
7,479,872	Transporter oscillating alarm	1/20/2009
7,275,607	Control of a personal transporter based on user position	10/2/2007
9,188,984	Control of a personal transporter based on user position	11/17/2015

SCHEDULE B RAZOR PATENTS

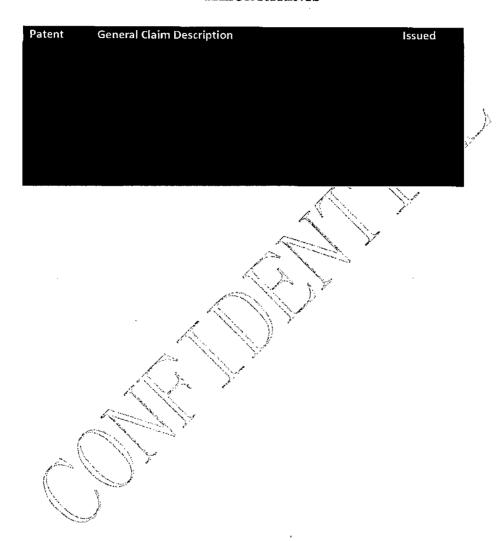


EXHIBIT A

VOLUNTARY DISMISSAL WITH PREJUDICE

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

SEGWAY INC., DEKA PRODUCTS LIMITED PARTNERSHIP, and NINEBOT (TIANJIN) TECHNOLOGY CO., LTD.,

Plaintiffs,

RAZOR USA LLC.

V,

Defendant.

Civ. No. 15-1197-SLR

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, Plaintiffs Segway Inc., DEKA Products Limited Partnership, and Ninebot (Tianjin) Technology Co., Ltd. and Defendant Razor USA, LLC, having resolved their dispute through a Settlement Agreement, hereby dismiss this action with prejudice, each side to bear its own attorneys' fees and costs. The Parties agree that the Settlement Agreement resolved all known claims, defenses and counterclaims asserted, or which could have been asserted in this action, and agree that all such claims, defenses and counterclaims are dismissed with prejudice.

Dated: _____, 2017

/s/ Jack B. Blumenfeld
MORRIS, NICHOLS, ARSHT
&TUNNELL LLP
Jack B. Blumenfeld (#1014)

Derek J. Fahnestock (#4705) 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899 (302) 658-9200 jblumenfeld@mant.com dfahnestock@mnat.com OF COUNSEL:

Tony V. Pezzano
Michael P. Dougherty
HOGAN LOVELLS US LLI
875 Third Avenue
New York, NY 10022
(212) 918-3000

Maureen K. Toohey
TOOHEY LAW GROUP LLC
340 Commercial Street
Manchester, NH 03101
(603) 206-0200

Ping Gu
ZHONG LUN LAW FIRM
36-37/F, SK Tower
6A Jianguomenwai Avenue
Chaoyang District
Beijing 100022, People's Republic
of China
86-10-5957-2288
December 23, 2015

Attorneys for Plaintiffs

/s/ Brian E. Farnan

FARNAN LLP Brian E. Farnan (#4089) Michael J. Farnan (#5165) 919 N. Market Street, 12th Street Wilmington, Delaware 19801 Telephone: (302) 777-0300 Facsimile: (302) 777-0301

OF COUNSEL:

Bruce A. Wessel

Ellisen S. Turner IRELL & MANELLA LLP 1800 Avenue of the Stars, Suite 900 Los Angeles, CA 90067 (310)203-7045 bwessel@irell.com

Attorneys for Razor USA LLC

SO ORDERED, this ___ day of _____, 2017.

United States District Judge Sue L. Robinson

EXHIBIT B

MOTION FOR TERMINATION BY SETTLEMENT

UNITED STATES INTERNATIONAL TRADE COMMISSION WASHINGTON, D.C.

Before the Honorable David P. Shaw Administrative Law Judge

In the Matter of

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR Investigation No. 337-TA-1007 Investigation No. 337-TA-1021 (Consolidated)

JOINT MOTION TO TERMINATE INVESTIGATION AS TO RAZOR USA, LLC BASED ON SETTLEMENT AGREEMENT

Pursuant to 19 U.S.C. § 1337(c) and 19 C.F.R § 210.21(b), Respondent Razor USA, LLC ("Razor") and Complainants Segway Inc., DEKA Products Limited Partnership, and Ninebot (Tianjin) Technology Co., Ltd. (collectively, "Complainants") (Razor and Complainants together, the "Settling Parties") hereby jointly move to terminate this investigation as to Razor based upon the attached Settlement Agreement and Release (the "Agreement").

A true and correct copy of the Agreement, redacted to protect the disclosure of confidential business information subject to the Protective Order (Order No. 1), is attached to this submission as Public Exhibit A and an unredacted version for service on the ALJ and OUII is attached as Exhibit B. Contemporaneously with this filing, the Settling Parties are also filing a motion pursuant to Comission Rule 210.21(a)(1) requesting that the ALJ limit service of the unredacted agreement to Razor, Complainants and OUII. 1

¹ The version of the agreement with redactions for service on the remaining Respondents is provided in the Joint Motion to Limit Service of Settlement Agreement, filed contemporaneously with the instant Motion.

The Agreement has been executed by the Settling Parties and is fully effective between them. The Agreement contains Confidential Business Information within the meaning of 19 C.F.R. § 201.6(a), including, but not limited to, license and settlement fee amounts, the disclosure of which could impair the parties' ability to enter into settlement agreements. The Agreement completely resolves the dispute between the Settling Parties in this Investigation. The Settling Parties hereby certify under Commission Rule 210.21(b) that aside from the attached Settlement Agreement and Release, there are no other agreements, written or oral, express or implied, between Razor and Complainants concerning the subject matter of this investigation.

Commission Rule 210.21(b)(1) provides in relevant part that: "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." This motion comports with Commission Rules. Further, termination of this Investigation as to Razor at this stage of the proceedings will not have any adverse impact on the public health and welfare and/or competitive conditions in the United States. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and motions to termination based on settlements such as this are routinely granted. See, e.g., Certain Compiting or Graphics Systems, Components Thereof, and Vehicles Containing Same, Inv. No. 337-TA-984, Order No. 33 (May 10, 2016) (terminating investigation as to one respondent based on settlement agreement.) Further, this motion reduces the number of issues to be decided in this investigation by reducing the number of parties and accused products involved, thereby conserving the resources of the ALJ, the Commission, and the parties. Good cause therefore exists to grant this motion.

The Settling Parties agree that termination of this Investigation on the basis of this Agreement as to only Razor does not constitute a determination as to the violation of Section 337 of the Tariff Act of 1930, including as to the merits of the claims or defenses raised during this Investigation. See 19 C.F.R. 210.21(b)(2). This motion is made without admission by Razor that it committed an infringing act, unfair act, or any other unlawful act. In addition, there are no other extraordinary circumstances that would justify denying the requested termination.

Pursuant to Ground Rule 5(e), Razor and Complainants certify that they conferred with the Commission Investigative Attorney, and the other respondents concerning this motion at least two business days before filing. The Commission Investigative Attorney may take a position after reviewing the motion as filed. No other party provided a position on this motion. The remaining respondents did not provide a position on this motion.

For the foregoing reasons, the Settling parties respectfully request that the Administrative Law Judge grant this motion and issue an initial determination, pursuant to Commission Rule 210.21(b), termining this Investigation with respect to Razor only based on the accompanying Agreement.

DATED: _____, 2017

Respectfully submitted,

/s/ Tony V. Pezzano

Tony V. Pezzano, Esq.
Michael P. Dougherty, Esq.
Eric J. Lobenfeld, Esq.
Aleksandra Fayer King, Esq.
HOGAN LOVELLS US LLP
875 Third Avenue
New York, NY 10022

Celine Jimenez Crowson, Esq. Anna Kurian Shaw, Esq. Joseph J. Raffetto, Esq. Scott Hüghes, Esq. Cary E. Adickman, Esq. Hogan Lovells US LLP 555 13th Street, N.W. Washington, D.C. 20004

Steven M. Levitan, Esq. Lindsey Furtado, Esq. HOGAN LOVELLS US LLP 4085 Campbell Avenue Suite 100 Menlo Park, CA 94025

Helen Trac, Esq. HOGAN LOVELLS US LLP 3 Embarcadero Ctr., Ste. 1500 San Francisco, CA 94111

Maureen K. Toohey, Esq. TOOHEY LAW GROUP LLC 340 Commercial Street Manchester, NH 03101

Ping Gu, Esq.
ZHONG LUN LAW FIRM
36-37/F, SK Tower
6A Jianguomenwai Avenue
Chaoyang District

Beijing 100022 People's Republic of China

Counsel for Complainants Segway Inc., DEKA Prods. Ltd. Partnership, and Ninebot (Tianjin) Technology Co. Ltd.

/s/ Jonathan J. Engler
Jonathan J. Engler
Daniel F. Smith
Adduci, Mastriani & Schaumberg, L.L.P.
1133 Connecticut Avenue, N.W., 12th Floor
Washington, DC 20036

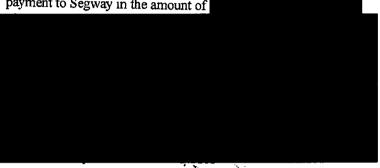
Counsel for Respondent Razor USA, LLC

EXHIBIT C

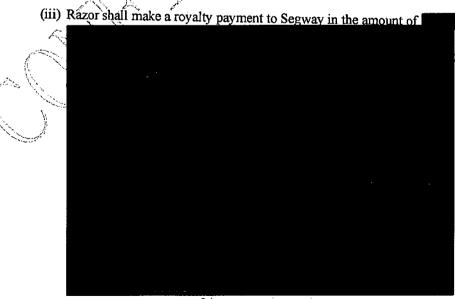
ROYALTY AND PAYMENT

The Parties agree that Article 2.1(a) of the Agreement is provided as the following:

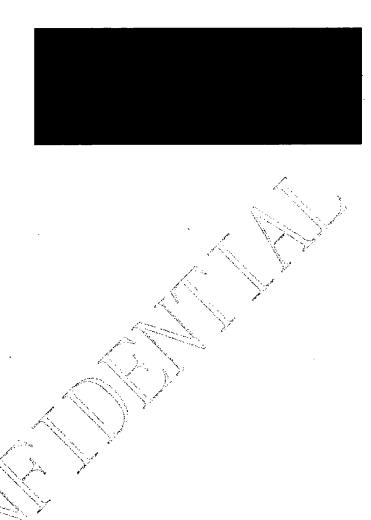
(i) Within one (1) day of the Effective Date, Razor shall make a royalty payment to Segway in the amount of



(ii) Within seven (7) days of filing the Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation in the executed form attached as Exhibit B(which is deemed as equivalent to a termination of the ITC Investigation with respect to Razor), Razor shall make a royalty payment to Segway in the amount of



PUBLIC VERSION



CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing JOINT MOTION TO TERMINATE INVESTIGATION AS TO RAZOR USA, LLC BASED ON SETTLEMENT AGREEMENT AND TO STAY INVESTIGATION AS TO RAZOR USA, LLC AND DECLARATION OF DANIEL SMITH REGARDING CONFIDENTIALITY OF INFORMATION IN JOINT MOTION TO TERMINATE THE INVESTIGATION AS TO RESPONDENT RAZOR USA, LLC and EXHIBIT A (PUBLIC) was served to the parties, in the manner indicated below, this 3rd day of March 2017:

The Honorable David P. Shaw Administrative Law Judge U.S. INTERNATIONAL TRADE COMMISSION 500 E Street, SW Washington, DC 20436 **☑** VIA HAND DELIVERY – 2 Copies

✓ VIA ELECTRONIC MAIL pyong.yoon@usitc.gov

Brian Koo Investigative Attorney U.S. INTERNATIONAL TRADE COMMISSION 500 E Street, SW Washington, DC 20436 ▼ VIA ELECTRONIC MAIL
 Brian.Koo@usitc.gov

COUNSEL FOR COMPLAINANTS SEGWAY INC., DEKA PRODUCTS LIMITED PARTNERSHIP, NINEBOT (TIANJIN) TECHNOLOGY CO., LTD. Tony V. Pezzano Aleksandra King A. Elizabeth Korchin Hogan Lovells US LLP 875 Third Avenue New York, NY 10022

Celine Jimenez Crowson Joseph J. Raffetto Scott Hughes Hogan Lovells US LLP 555 13th Street, N.W. Washington, D.C. 20004

Steven M. Levitan Hogan Lovells US LLP 4085 Campbell Avenue #100 Menlo Park, CA 94025

Maureen K. Toohey Toohey Law Group LLC 340 Commercial Street Manchester, NH 03101

Ping Gu Zhong Lun Law Firm 6A Jianguomenwai Avenue Chaoyang District Beijing 100022 People's Republic of China

COUNSEL FOR RESPONDENT SWAGWAY LLC

Lei Mei Irene Chen Jiwei Zhang MEI & MARK LLP 818 18th Street NW, Suite 410 Washington, DC 20006

Jeff Pearson MEI & MARK LLP P.O. Box 487 Boca Raton, Florida 33429-0487

COUNSEL FOR RESPONDENT JETSON ELECTRIC BIKES LLC

Ezra Sutton EZRA SUTTON, P.A 900 Route 9 North, Suite 201 Woodbridge, NJ 07095

COUNSEL FOR RESPONDENT POWERBOARD LLC

L. Peter Farkas Halloran Farkas & Kittila, LLP 1101 30th Street, NW, Suite 500 Washington, DC 20007

Russell O. Paige Toikka Law Group 1101 30th Street, NW, Suite 500 Washington, DC 20007

▼ VIA ELECTRONIC MAIL Swagway-ITC1007@meimark.com

▼ VIA ELECTRONIC MAIL esutton@ezrasutton.com

VIA ELECTRONIC MAIL
 pf@hfk.law
 Powerboard1007@toikkalawgroup.com

PUBLIC VERSION

COUNSEL FOR RESPONDENT HANGZHOU CHIC INTELLIGENT TECHNOLOGY CO., LTD.

➤ VIA ELECTRONIC MAIL 1021-Chic-Ninebot@finnegan.com

Qingyu Yin
Gerald F. Ivey
Smith R. Brittingham IV
Elizabeth A. Niemeyer
Luke McCammon
Arpita Bhattacharyya
Kelly C. Lu
FINNEGAN, HENDERSON, FARABOW,
GARRETT 7 DUNNER, LLP
901 New York Avenue, N.W.
Washington, D. C. 20001-4413

COUNSEL FOR RESPONDENT CHANGZHOU AIRWHEEL TECHNOLOGY CO., LTD.

✓ VIA ELECTRONIC MAIL Airwheel1021@klgates.com

Harold H. Davis, Jr. Rachel E. Burnim K&L Gates LLP Four Embarcadero Center Suite 1200 San Francisco, CA 94111

Jay C. Chiu
K& L Gates LLP
15 Queen's Road Central
44th Floor, Edinburgh Tower
The Landmark
Hong Kong

Min Wu K&L Gates LLP 630 Hansen Way Palo Alto, CA 94304

/s/ Patricia L. Cotton, Sr. Paralegal
ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.



ATTORNEYS AT LAW
1133 CONNECTICUT AVENUE, N.W. WASHINGTON, DC 20036
Tel:(202) 467-6300 Fax:(202) 466-2006 Web:www.adduci.com

March 8, 2017

V JAMES ADDUCHI

LOUIS S MASTRIANI

TOM M SCHAUMBERG

DEANNA TANNER OKUN

JONATHAN J ENGLER

WILL ELEONARD

MUNFORD PAGE HALL II

MICHAEL L DOANE

SARAH E HAMBLIN

WILLIAM C SJOBERG

DAVID H HOLLANDER JR

PAUL M BARTKOWSKI

ASHA ALLAM

BEAU JACKSON

SETH A WATKINS PhD

DANIEL F SMITH

THOMAS R BURNS JR

ROWAN M DOUGHERTY

EVAN H LANGDON

LAUREN E PETERSON

JAMES TON-THAT

MICHAEL R DOMAN JR

OF COUNSEL

JOHN C STEINBERGER

AFFILIATE

AM&S TRADE SERVICES LLC

CARLOS MOORE, PRESIDENT

VIA ELECTRONIC MAIL

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

Re:

Certain Personal Transporters, Components Thereof, and Packaging and Manuals Therefor / Certain Personal Transporters and Components Thereof;

Inv. Nos. 337-TA-1007 & -1021 (Consolidated)

Dear Secretary Barton:

Enclosed for filing, please find a replacement Public Exhibit A to the Joint Motion to Terminate Investigation as to Razor USA, LLC Based on Settlement Agreement and to Stay Investigation as to Razor USA, LLC (Mot. No. 1007-044). This replacement public exhibit removes the redaction to paragraph 6.2 of the parties' settlement agreement as agreed to during discussions with the Commission Investigative Staff.

Thank you for your attention to this matter. Please feel free to contact me if you have any questions or require additional information.

Sincerely,

/s/ Daniel F. Smith

Daniel F. Smith

ADDUCI, MASTRIANI & SCHAUMBERG, LLP 1133 Connecticut Avenue, NW, 12th Fl.

Washington, D.C. 20036 Telephone: (202) 467-6300

Facsimile: (202) 466-2006

Counsel for Respondent Razor USA, LLC

EXHIBIT A

Settlement Agreement and Release

This AGREEMENT (the "Agreement") is entered into as of March, 2nd, 2017 (the "Effective Date"), by and between Segway Inc., a corporation incorporated in the state of Delaware, with its principal place of business in Bedford, New Hampshire ("Segway"), DEKA Products Limited Partnership ("DEKA") a New Hampshire limited partnership with its principal place of business at 340 Commercial Street, Manchester, New Hampshire, and Ninebot (Tianjin) Technology Co., Ltd. ("Ninebot") a corporation organized and existing under the laws of the People's Republic of China, having a principal place of business at Building 9, Jiasuqi, Tianrui Rd Science and Technology Park Center, Auto Industrial Park, Wuqing, Tianjin, China (collectively "Segway Parties") on the one hand, and Razor USA, LLC ("Razor") a privately-held, limited liability company organized and existing under the laws of the state of Delaware, with its principal place of business at 12723 166th Street, Cerritos, CA 90703, on the other hand. The Segway Parties and Razor each separately may be referred to in this Agreement as a "Party" or collectively as the "Parties" and each of the Segway Parties may be separately referred to in this Agreement as a "Segway Party."

WHEREAS, Segway is the licensee of certain patents (including the "Segway Patents" as defined herein and as detailed in Schedule A) pursuant to the Ginger License Agreement, as executed on June 30, 2000 ("Ginger License Agreement") (attached as Confidential Exhibit B to the Complaint Instituted as ITC Investigation No. 337-TA-1007):

WHEREAS, the Segway Parties have filed a lawsuit in the United States District Court for the District of Delaware against Razor that involves claims of infringement of certain Segway Patents, and is captioned as follows: Segway Inc. et al v. Razor USA LLC, 1:15-cv-01197-SLR-SRF (the "District Court Litigation");

WHEREAS, the Segway Parties have filed and there is currently pending before the International Trade Commission ("TTC") a Section 337 Investigation that involves claims of infringement of certain of the Segway Patents against Razor (among other respondents), and is captioned Certain Personal Transporters, Components Thereof, and Packaging and Manuals Therefor and Certain Personal Transporters and Components Thereof, Investigation Nos. 337-TA-1007 and 337-TA-1021 (Consolidated) (the "TTC Investigation"); and

WHEREAS, the Parties desire to resolve the District Court Litigation and the ITC Investigation on the terms set forth below; and

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual promises hereinafter set forth, the Parties do promise and agree as follows:

1. <u>Definitions.</u> For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Effective Date" has the meaning set forth in the preamble.

"Government Authority" means any federal, state, national, supranational, local, or other government, whether domestic or foreign, including any subdivision, department, agency, instrumentality, authority (including any regulatory and administrative authority), body, commission, board or bureau thereof, or any court, tribunal or arbitrator.

"Segway Patents" means the patents listed in Schedule A.

"Razor Patents" means the patents listed in Schedule B.

"Licensed Patents" means both the Segway Patents and the Razor Patents, collectively.

"Medical Products" means products having governmental approval for medical use by persons with a prescribed medical need and/or be intended for use by either (i) persons whose ability to walk or climb stairs is significantly less than the average person of their age or (ii) persons sixty-five (65) years old or older.

"Registered Medical Product" means products having governmental approval for medical use

"Person" means any individual, corporation, partnership, joint venture, limited liability company, Government Authority, unincorporated organization, trust, association or other legal or governmental entity.

"Hoverboard Products" means any two-wheeled product that automatically balances while in operation and that is steered by the rider using independently moveable foot placement sections, provided that the product does not include a handlebar or other hand support, steering bar, knee-control bar, knee or leg support or a seat and that the product is not a Registered Medical Product or used for medical purposes.

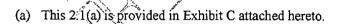
"Successor" of a Person means any Person which is the survivor of any merger with, or a Person which is sold all or substantially all of the assets of, such Person or any Affiliate of such Person.

"Term" means the period commencing on the Effective Date and continuing until the expiration of the last Valid Claim to expire. As used in this definition, "expiration" and "expire" when referring to a patent means any expiration, revocation, invalidation or other termination of such patent.

"Valid Claim" means a claim of an unexpired, issued or granted patent within the Licensed Patents as long as the claim has not been admitted by the patent owner or otherwise caused to be invalid or unenforceable through reissue, disclaimer or otherwise, or held invalid or unenforceable by a Government Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

2. Agreement to Cross-License the Segway Patents and Razor Patents.

2.1 License to Razor of the Segway Patents: Conditioned on the execution by the Parties of this Agreement, Segway and Ninebot hereby grant to Razor a non-exclusive sublicense and right, without the right to sublicense to a third party, to practice and/or utilize the Segway Patents to make, have made, sell, offer for sale, import or use Hoverboard Products that bear the "Razor" brand, upon the terms set forth in Sections 2.1(a) through (e) below.

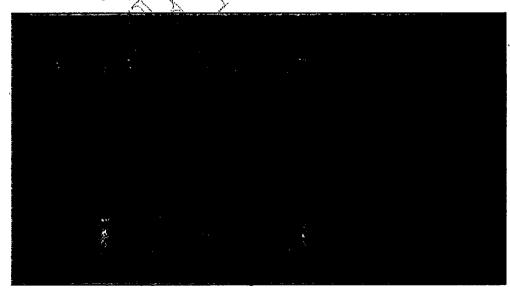






(e) Except as provided by this Agreement, no right is granted to sub-license, transfer or grant any rights granted under this Agreement to any third party.

2.2 <u>License to Segway of the Razor Patents</u>: Conditioned on the execution by the Parties of this Agreement, Razor hereby grants to Segway and Ninebot a fully paid-up, royalty-free, non-exclusive license and right, without the right to sublicense to a third party, to practice and/or utilize the Razor Patents to make, have made, sell, offer for sale, import or use products covered by the Razor Patents, upon the terms set forth in Sections 2.2(a) through (b) below:



(b) Except as provided by this Agreement, no right is granted to sub-license, transfer or grant any rights granted under this Agreement to any third party.

3. Current Litigation Between the Parties.

- 3.1 <u>Dismissal of the District Court Litigation As to Razor:</u> Within fourteen (14) days of the Effective Date, the Segway Parties agree to file a Consented to Voluntary Dismissal With Prejudice of the District Court Litigation, by filing with the Court the executed form attached as **Exhibit A**.
- 3.2 <u>Dismissal of the ITC Investigation As to Razor</u>: Within fourteen (14) days of the Effective Date, the Parties will file a Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation in the executed form attached as **Exhibit B**. The Parties will cooperate to comply with Section 6.1 of this Agreement and 19 C.F.R. § 210.21(b) which requires that this Agreement be attached to the Motion with confidential business information redacted.
- 3.3 Application of Exclusionary Order: The Segway Parties agree that any exclusion order granted by the ITC to the extent based on a Segway Patent shall not be and is not applicable to Razor's Hoverboard Products imported in compliance with the terms of this Agreement.
- 3.4 <u>Razor's Covenant Not to Intervene</u>: As of the Effective Date, Razor hereby covenants not to intervene in the ITC Investigation, including, but not limited to assisting any other party in opposing any motions filed by the Segway Parties and/or opposing the relief sought by the Segway Parties, except as obligated by law or by court or administrative order.





5. Representations, Warranties, and Covenants.

5.1 Segway Parties' Covenant to Cooperate: The Segway Parties represent, warrant, and covenant that they shall promptly provide any necessary cooperation, and any needed documentation and information, in order for the Parties to file a Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation or for the Segway Parties to file the Consented to Voluntary Dismissal With Prejudice of the District Court Litigation.

5.2 Segway Parties' Representation of Authority:

- (a) Each of the Segway Parties represents and warrants that (i) it, and the person executing this Agreement on its behalf, has the power and authority to enter into this Agreement, and bind the relevant Segway Party, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, to each and every term, condition, and obligation hereof; (ii) this Agreement is valid, legal, and binding on each of the Segway Parties, its Affiliates, and its and their Successors, heirs, and assigns; (iii) the Segway Parties own all right, title, and interest in and to the Segway Patents, and have the legal capacity, authority, and right to grant the covenants and releases set forth herein; and (iv) the license granted under this Agreement is in compliance of any previous license agreement, including the Ginger License Agreement, executed by the Segway Parties, and all such license agreements does not adversely affect the rights granted pursuant to the terms and conditions of this Agreement to Razor.
- assigned, granted, or otherwise transferred to any other person or entity, other than an Affiliate, any rights to the Segway Patents, and there are no liens or other encumbrances, that would prevent the Segway Parties from entering into this Agreement and granting the covenants and releases set forth herein; and the Segway Parties and the holders of the licenses disclosed in following Section 5.2(c) are the sole and exclusive holders of all rights under the Segway Patents with respect to Hoverboard Products as of the Effective Date, and before the Effective Date, other than the Segway Parties or the holders of the licenses disclosed in following Section 5.2(c), no Person has any rights, title, interest or license whatsoever in or to the Segway Patents with respect to Hoverboard Products. In the event of a breach of any of the representations, warranties or covenants by the

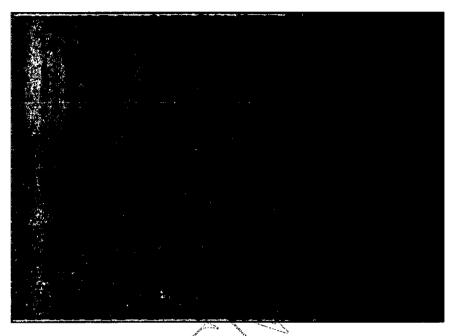
Segway Parties in this Agreement, Razor shall be entitled to a refund of the fees paid in Section 2.1(a) in addition to all other remedies to which it is entitled.

- (c) DEKA represents and warrants that it has not assigned, granted, or otherwise transferred rights to the Segway Patents, and has not consented to the assignment, grant or transfer of such rights, except that DEKA has:
 - (i) granted a license to Segway pursuant to the Ginger License Agreement;
 - (ii) consented to Segway's sublicenses to Segway's Affiliates, and
 - (iii)

5.3 Segway Parties' Release: Each Segway Party, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, and each of their respective owners, officers, directors, and employees, hereby irrevocably releases and forever discharges Razor, its Affiliates, and its and their Successors, heirs, shareholders, and assigns, and each of their respective current and former distributors, dealers, customers, suppliers, manufacturers, employees, representatives, agents, owners, officers, attorneys, and directors ("Released Parties") from any all past and present claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attomeys' fees, actions, and causes of action of every kind and nature whatsoever, known or unknown or asserted or unasserted, related to the subject matter or conduct of the ITC Investigation and/or the District Court Litigation ("Losses"). Each Segway Party irrevocably covenants not to threaten or assert any claims or causes of action against, or to sue, the Released Parties, directly or indirectly, for infringement of the Segway Patents, on the basis of or relating to the manufacture, making or having made, use, sale, offer for sale or importation of a Hoverboard Product by or on behalf of Razor.



- 5.5 <u>Razor's Covenant to Cooperate</u>: Razor represents, warrants, and covenants that it shall promptly provide any necessary cooperation, and any needed documentation and information, in order for the Parties to file a Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation or for the Segway Parties to file the Consented to Voluntary Dismissal With Prejudice of the District Court Litigation.
- sarants that (a) it, and the person executing this Agreement on its behalf, has the power and authority enter into this Agreement, and bind Razor, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, to each and every term, condition, and obligation hereof; (b) this Agreement is valid, legal, and binding on Razor, its Affiliates, and its and their Successors, heirs, and assigns; (c) Razor owns all right, title, and interest in and to the Razor Patents, and has the legal capacity, authority, and right to grant the covenants and releases set forth herein; and (d) Razor has not assigned, granted, or otherwise transferred to any other person or entity any rights to the Razor Patents, and there are no liens or other encumbrances, that would prevent Razor from entering into this Agreement and granting the covenants and releases set forth herein.
- Razor's Release: Razor, on behalf of itself, its Affiliates, and its and their Successors, heirs, and assigns, and each of their respective owners, officers, directors, and employees, hereby irrevocably releases and forever discharges each of the Segway Parties, its Affiliates, and its and their Successors, heirs, shareholders, and assigns, and each of their respective current and former distributors, dealers, customers, suppliers, manufacturers, employees, representatives, agents, owners, officers, attorneys, and directors from any all past and present claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions, and causes of action of every kind and nature whatsoever, known or unknown or asserted or unasserted, related to the subject matter or conduct of the ITC Investigation and/or the District Court Litigation.



6. Confidentiality.

6.1 Non-Disclosure of Terms: The terms of this Agreement, as well as all information and documentation concerning the negotiation of this Agreement (but not the existence of this Agreement) ("Confidential Information"), are confidential and shall not be disclosed or circulated to the trade or public, or to any third party, without the prior written consent of both Parties, except to the minimum extent (a) required by a court or other Government Authority, or in connection with a governmental review of any Party's business affairs; (b) required by law or legal process, including, without limitation, as required by securities laws; (c) reasonably necessary to enforce the terms of this Agreement, (d) reasonably necessary to disclose to legal counsel or accounting firms; or (e) reasonably necessary for confidential diligence in connection with a change of control transaction (whether such change of control is by merger, acquisition, stock purchase, or otherwise). If any Party discloses any such confidential information to a permitted third party, then the disclosing Party shall ensure that the permitted recipient is bound by enforceable confidentiality obligations consistent with the foregoing confidentiality obligations. To the extent that any Party is required to disclose this Agreement or any of the terms or conditions hereof pursuant to court order or the requirement of any Government Authority, law, or legal process, such Party shall use commercially reasonable efforts to ensure that only the minimum required disclosure is made. Notwithstanding anything to the contrary, for the avoidance of doubt, any Party may disclose the terms of this

Agreement to its Affiliates and its and their Successors, heirs, and assigns, provided however that each Party shall procure its Affiliates to assume the confidentiality obligation as provided in this Agreement. In the case of unauthorized disclosure of any Confidential Information by any of the Affiliates of a Party, that affiliated Party shall be deemed as breaching this Article 6.1.

6.2 <u>Press Releases and Public Statements</u>: Any proposed press releases or public statements by Razor or any Segway Party concerning the subject matter of this Agreement must be agreed upon in writing by all Parties to this Agreement. For the avoidance of doubt, the Parties agree that non-Confidential Information, such as the existence of the Agreement and the fact that Razor is licensed under the Segway Patents, may be disclosed to each Party's business partners at the discretion of such Party.

7. Miscellaneous.

7.1 Notice: Any notices under this Agreement shall be in writing and shall be deemed delivered (a) if delivered personally, on the date of delivery; (b) if sent by recognized commercial courier, on the date of scheduled delivery; (c) if sent by facsimile and promptly confirmed by first class mail, on the date of facsimile transmission; and (d) if sent by registered or certified mail (postage or charges prepaid), on the third business day following dispatch. All notices shall be sent as follows:

If to Segway Parties:

To DEKA Products Limited Partnership: DEKA Products Limited Partnership 340 Commercial Street Manchester, NH 03101

To Segway Inc.: Segway Inc. 14 Technology Drive Bedford, NH 03110

To Ninebot (Tianjin) Technology Co., Ltd. Ninebot (Tianjin) Technology Co., Ltd. 1F A1 BLDG., ZGC DongSheng Science Park(Northern Territory), 66 Xixiaokou Rd., Haidian District, Beijing, China With a copy to: Maureen K. Toohey, Esq. Toohey Law Group LLC Technology Center 340 Commercial Street Manchester, NH 03101

If to Razor:

Razor USA Attn: John Cochrane 12723 166th St Cerritos, CA 90703

With a copy to:

Lori Yamato Knobbe Martens Olson & Bear LLP 2040 Main Street, 14th Floor Irvine, CA 92614

Any Party or its respective counsel may change the address(es) to which notices are to be sent upon written notice to the other Parties in accordance with the foregoing

- 7.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the United States, without regard to conflict of law principles.
- 7.3 <u>Descriptive Headings</u>: The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provisions.
- 7.4 Execution and Binding on Successors and Assigns: This Agreement may be executed in counterparts, and each Party may execute any such counterpart, each of which when executed and delivered (which delivery and exchange may be made via facsimile transmission or electronic mail) shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument. This Agreement shall become binding when all counterparts taken together have been executed and exchanged by the Parties. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective officers, directors, owners, agents, subsidiaries, affiliates, administrators, executors, legal representatives, heirs, predecessors, Successors, and assigns. No Party may assign this Agreement without the prior written consent of the

other Parties; provided however, that this Agreement and all rights and obligations created herein shall be freely assignable and transferable without consent in connection with the assignment, sale or transfer of all or substantially all of the assets of a Party's business. Except as provided herein, any attempted assignment made without consent shall be void.

- 7.5 No Admission of Liability: Enforcement. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and expressly agree that this Agreement does not constitute, and shall not be construed to constitute, an admission by the Parties of any wrongdoing or liability whatsoever. Each Party acknowledges that there will be no adequate remedy at law for its failure to comply with certain terms contained herein, and therefore, acknowledges and agrees that the other Parties shall have the right to have any breach of this Agreement remedied by equitable relief by way of a temporary retaining order, preliminary injunction, permanent injunction, and such other alternative relief as may be appropriate, without the necessity of the enforcing Party posting any bond or proving any damages.
- 7.6 No Agency, Joint Venture, or Partnership. The Parties hereby agree that no agency, joint venture, or partnership is created by this Agreement, and that no Party shall incur an obligation in the name of any other Party without that other Party's prior written consent.
- 7.7 Term. The Agreement shall remain in effect for the Term and any provisions of this Agreement that are, by their nature, intended to survive or are of a type that would typically survive expiration of an agreement of this type, shall survive expiration of this Agreement. In no event shall any of the releases or covenants granted herein or hereunder be revoked, rescinded, or terminated for any reason.
- 7.8 Reliance on Own Counsel: In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by any other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by any other Party or by any other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

7.9 Entire Agreement: This Agreement contains the entire agreement among the Parties with respect to the subject matter expressed herein and supersedes and cancels any prior oral or written indications, understandings, agreements, or negotiations concerning the subject matter of this Agreement. This Agreement may not be altered in any respect except in writing signed by the Parties. The terms in this Agreement shall be construed in accordance with their fair meaning, and there shall be no presumption applied against any Party for having drafted or participated in drafting any such terms. The terms of this Agreement shall be severable such that, if any term herein is held to be illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. SEGWAY INC. [ATTEST: Name: Lufeng Gao Title: CEO DEKA Products Limited Partnership by DEKA Research & Development Corp., its sole general parts [ATTEST: Name: Dean Kamen Title: President, DEKA Research & Development Corp. NNEBOT (TIANJIN) [ATTEST: Name: Zhongwei Zhao Title: COO Razor USA, LLC [ATTEST: Name: Daniel Simon Title: COO

SCHEDULE A

SEGWAY PATENTS

Patent	General Claim Description	Issued
6,302,230	Personal mobility vehicles and methods	10/16/2001
6,651,763	Transporter oscillating alarm	11/25/2003
7,023,330	Transporter oscillating alarm	4/4/2006
7,479,872	Transporter oscillating alarm	1/20/2009
7,275,607	Control of a personal transporter based on user position	10/2/2007
9,188,984	Control of a personal transporter based on user position	11/17/2015

SCHEDULE B
RAZOR PATENTS

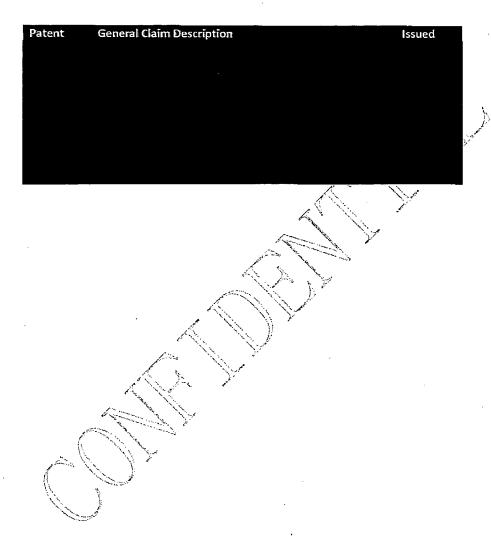


EXHIBIT A

VOLUNTARY DISMISSAL WITH PREJUDICE

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

SEGWAY INC., DEKA PRODUCTS LIMITED PARTNERSHIP, and NINEBOT (TIANJIN) TECHNOLOGY CO., LTD.,

Plaintiffs,

٧.

RAZOR USA LLC.

Defendant.

Civ. No. 15-1197-SLR

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 4I(a) of the Federal Rules of Civil Procedure, Plaintiffs Segway Inc., DEKA Products Limited Partnership, and Ninebot (Tianjin) Technology Co., Ltd. and Defendant Razor USA, LLC, having resolved their dispute through a Settlement Agreement, hereby dismiss this action with prejudice, each side to bear its own attorneys' fees and costs. The Parties agree that the Settlement Agreement resolved all known claims, defenses and counterclaims asserted, or which could have been asserted in this action, and agree that all such claims, defenses and counterclaims are dismissed with prejudice.

Dated: _____, 2017

/s/ Jack B. Blumenfeld
MORRIS, NICHOLS, ARSHT
&TUNNELL LLP
Jack B. Blumenfeld (#1014)

Derek J. Fahnestock (#4705) 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899 (302) 658-9200 jblumenfeld@mant.com dfahnestock@mnat.com OF COUNSEL:

Tony V. Pezzano
Michael P. Dougherty
HOGAN LOVELLS US LLP
875 Third Avenue
New York, NY 10022
(212) 918-3000

Maureen K. Toohey
TOOHEY LAW GROUP LLC
340 Commercial Street
Manchester, NH 03101
(603) 206-0200

Ping Gu
ZHONG LUN LAW FIRM
36-37/F, SK Tower
6A Jianguomenwai Avenue
Chaoyang District
Beijing 100022, People's Republic
of China
86-10-5957-2288
December 23, 2015

Attorneys for Plaintiffs

<u>/s/ Brian E. Farnan</u>

FARNAN LLP Brian E. Farnan (#4089) Michael J. Farnan (#5165) 919 N. Market Street, 12th Street Wilmington, Delaware 19801 Telephone: (302) 777-0300 Facsimile: (302) 777-0301

OF COUNSEL:

Bruce A. Wessel

Ellisen S. Tumer
IRELL & MANELLA LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, CA 90067
(310)203-7045
bwessel@irell.com

Attorneys for Razor USA LLC

SO ORDERED, this ____ day of _____, 2017.

United States District Judge Sue L. Robinson

EXHIBIT B

MOTION FOR TERMINATION BY SETTLEMENT

UNITED STATES INTERNATIONAL TRADE COMMISSION WASHINGTON, D.C.

Before the Honorable David P. Shaw Administrative Law Judge

In the Matter of

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR Investigation No. 337-TA-1007 Investigation No. 337-TA-1021 (Consolidated)

JOINT MOTION TO TERMINATE INVESTIGATION AS TO RAZOR USA, LLC BASED ON SETTLEMENT AGREEMENT

Pursuant to 19 U.S.C. § 1337(c) and 19 C.F.R § 210.21(b), Respondent Razor USA, LLC ("Razor") and Complainants Segway Inc., DEKA Products Limited Partnership, and Ninebot (Tianjin) Technology Co., Ltd. (collectively, "Complainants") (Razor and Complainants together, the "Settling Parties") hereby jointly move to terminate this investigation as to Razor based upon the attached Settlement Agreement and Release (the "Agreement").

A true and correct copy of the Agreement, redacted to protect the disclosure of confidential business information subject to the Protective Order (Order No. 1), is attached to this submission as Public Exhibit A and an unredacted version for service on the ALJ and OUII is attached as Exhibit B. Contemporaneously with this filing, the Settling Parties are also filing a motion pursuant to Comission Rule 210.21(a)(1) requesting that the ALJ limit service of the unredacted agreement to Razor, Complainants and OUII.

¹ The version of the agreement with redactions for service on the remaining Respondents is provided in the Joint Motion to Limit Service of Settlement Agreement, filed contemporaneously with the instant Motion.

The Agreement has been executed by the Settling Parties and is fully effective between them. The Agreement contains Confidential Business Information within the meaning of 19 C.F.R. § 201.6(a), including, but not limited to, license and settlement fee amounts, the disclosure of which could impair the parties' ability to enter into settlement agreements. The Agreement completely resolves the dispute between the Settling Parties in this Investigation. The Settling Parties hereby certify under Commission Rule 210.21(b) that aside from the attached Settlement Agreement and Release, there are no other agreements, written or oral, express or implied, between Razor and Complainants concerning the subject matter of this investigation.

Commission Rule 210.21(b)(1) provides in relevant part that: "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." This motion comports with Commission Rules. Further, termination of this Investigation as to Razor at this stage of the proceedings will not have any adverse impact on the public health and welfare and/or competitive conditions in the United States. Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the private parties, and motions to termination based on settlements such as this are routinely granted. See, e.g., Certain Compiting or Graphics Systems, Components Thereof, and Vehicles Containing Same, Inv. No. 337-TA-984, Order No. 33 (May 10, 2016) (terminating investigation as to one respondent based on settlement agreement.). Further, this motion reduces the number of issues to be decided in this investigation by reducing the number of parties and accused products involved, thereby conserving the resources of the ALJ, the Commission, and the parties. Good cause therefore exists to grant this motion.

The Settling Parties agree that termination of this Investigation on the basis of this Agreement as to only Razor does not constitute a determination as to the violation of Section 337 of the Tanfff Act of 1930, including as to the merits of the claims or defenses raised during this Investigation. See 19 C.F.R. 210.21(b)(2). This motion is made without admission by Razor that it committed an infringing act, unfair act, or any other unlawful act. In addition, there are no other extraordinary circumstances that would justify denying the requested termination.

Pursuant to Ground Rule 5(e), Razor and Complainants certify that they conferred with the Commission Investigative Attorney, and the other respondents concerning this motion at least two business days before filing. The Commission Investigative Attorney may take a position after reviewing the motion as filed. No other party provided a position on this motion. The remaining respondents did not provide a position on this motion.

For the foregoing reasons, the Settling parties respectfully request that the Administrative Law Judge grant this motion and issue an initial determination, pursuant to Commission Rule 210.21(b), termining this Investigation with respect to Razor only based on the accompanying Agreement.

/s/ Tony V. Pezzano

Tony V. Pezzano, Esq.
Michael P. Dougherty, Esq.
Eric J. Lobenfeld, Esq.
Aleksandra Fayer King, Esq.
HOGAN LOVELLS US LLP
875 Third Avenue
New York, NY 10022

Celine Jimenez Crowson, Esq. Anna Kurian Shaw, Esq. Joseph J. Raffetto, Esq. Scott Hüghes, Esq. Cary E. Adickman, Esq. Hogan Lovells US LLP 555, 13th Street, N.W. Washington, D.C. 20004

Steven M. Levitan, Esq. Lindsey Furtado, Esq. HOGAN LOVELLS US LLP 4085 Campbell Avenue Suite 100 Menlo Park, CA 94025

Helen Trac, Esq. HOGAN LOVELLS US LLP 3 Embarcadero Ctr., Ste. 1500 San Francisco, CA 94111

Maureen K. Toohey, Esq. TOOHEY LAW GROUP LLC 340 Commercial Street Manchester, NH 03101

Ping Gu, Esq.
ZHONG LUN LAW FIRM
36-37/F, SK Tower
6A Jianguomenwai Avenue
Chaoyang District

Beijing 100022 People's Republic of China

Counsel for Complainants Segway Inc., DEKA Prods. Ltd. Partnership, and Ninebot (Tianjin) Technology Co. Ltd.

/s/ Jonathan J. Engler
Jonathan J. Engler
Daniel F. Smith
Adduci, Mastriani & Schaumberg, L.L.P.
1133 Connecticut Avenue, N.W., 12th Floor
Washington, DC 20036

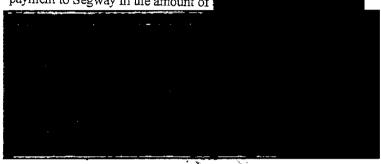
Counsel for Respondent Razor USA, LLC

EXHIBIT C

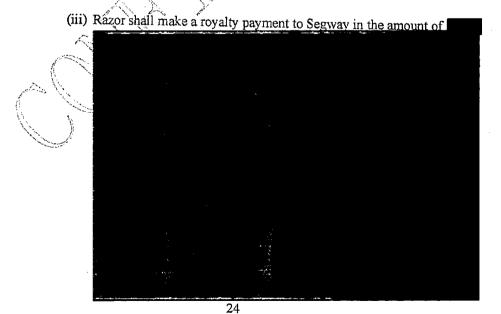
ROYALTY AND PAYMENT

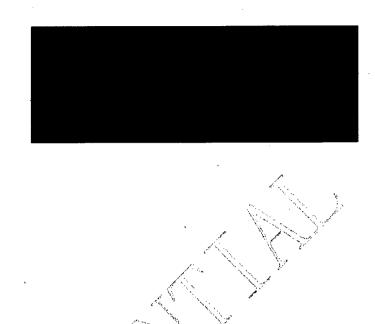
The Parties agree that Article 2.1(a) of the Agreement is provided as the following:

(i) Within one (1) day of the Effective Date, Razor shall make a royalty payment to Segway in the amount of



(ii) Within seven (7) days of filing the Joint Motion for Termination By Settlement with respect to Razor in connection with the ITC Investigation in the executed form attached as Exhibit B(which is deemed as equivalent to a termination of the ITC Investigation with respect to Razor), Razor shall make a royalty payment to Segway in the amount of





CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing LETTER TO SECRETARY BARTON ENCLOSING REVISED EXHIBIT A TO JOINT MOTION TO TERMINATE INVESTIGATION was served to the parties, in the manner indicated below, this 8th day of March 2017:

The Honorable David P. Shaw Administrative Law Judge U.S. INTERNATIONAL TRADE COMMISSION 500 E Street, SW Washington, DC 20436 ✓ VIA HAND DELIVERY – 2 Copies
 ✓ VIA ELECTRONIC MAIL pyong.yoon@usitc.gov

Brian Koo Investigative Attorney U.S. INTERNATIONAL TRADE COMMISSION 500 E Street, SW Washington, DC 20436 COUNSEL FOR COMPLAINANTS SEGWAY INC., DEKA PRODUCTS LIMITED PARTNERSHIP, NINEBOT (TIANJIN) TECHNOLOGY CO., LTD. ▼ VIA ELECTRONIC MAIL
 Segway_ITC_1007@hoganlovells.com

Tony V. Pezzano Aleksandra King A. Elizabeth Korchin Hogan Lovells US LLP 875 Third Avenue New York, NY 10022

Celine Jimenez Crowson Joseph J. Raffetto Scott Hughes Hogan Lovells US LLP 555 13th Street, N.W. Washington, D.C. 20004

Steven M. Levitan Hogan Lovells US LLP 4085 Campbell Avenue #100 Menlo Park, CA 94025

Maureen K. Toohey Toohey Law Group LLC 340 Commercial Street Manchester, NH 03101 Ping Gu Zhong Lun Law Firm 6A Jianguomenwai Avenue Chaoyang District Beijing 100022 People's Republic of China

COUNSEL FOR RESPONDENT SWAGWAY LLC

✓ VIA ELECTRONIC MAIL
Swagway-ITC1007@meimark.com

Lei Mei Irene Chen Jiwei Zhang MEI & MARK LLP 818 18th Street NW, Suite 410 Washington, DC 20006

Jeff Pearson MEI & MARK LLP P.O. Box 487 Boca Raton, Florida 33429-0487

COUNSEL FOR RESPONDENT JETSON ELECTRIC BIKES LLC

Ezra Sutton EZRA SUTTON, P.A 900 Route 9 North, Suite 201 Woodbridge, NJ 07095

COUNSEL FOR RESPONDENT POWERBOARD LLC

L. Peter Farkas Halloran Farkas & Kittila, LLP 1101 30th Street, NW, Suite 500 Washington, DC 20007

Russell O. Paige Toikka Law Group 1101 30th Street, NW, Suite 500 Washington, DC 20007

COUNSEL FOR RESPONDENT HANGZHOU CHIC INTELLIGENT TECHNOLOGY CO., LTD.

Qingyu Yin Gerald F. Ivey

▼ VIA ELECTRONIC MAIL esutton@ezrasutton.com

VIA ELECTRONIC MAIL pf@hfk.law Powerboard 1007 @ to ikkalaw group.com

✓ VIA ELECTRONIC MAIL 1021-Chic-Ninebot@finnegan.com Smith R. Brittingham IV
Elizabeth A. Niemeyer
Luke McCammon
Arpita Bhattacharyya
Kelly C. Lu
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP
901 New York Avenue, N.W.
Washington, D. C. 20001-4413

COUNSEL FOR RESPONDENT CHANGZHOU AIRWHEEL TECHNOLOGY CO., LTD.

Harold H. Davis, Jr.
Rachel E. Burnim
K&L Gates LLP
Four Embarcadero Center
Suite 1200
San Francisco, CA 94111

Jay C. Chiu
K& L Gates LLP
15 Queen's Road Central
44th Floor, Edinburgh Tower
The Landmark
Hong Kong

Min Wu K&L Gates LLP 630 Hansen Way Palo Alto, CA 94304

PROPOSED RESPONDENTS

Hovershop 330 East Orange Thorpe Avenue, Suite K Placentia, California 92871 ✓ VIA ELECTRONIC MAIL Airwheel1021@klgates.com

☑, VIA FIRST CLASS MAIL

/s/ Szymon Maziakowski, Paralegal
ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR

AND

CERTAIN PERSONAL TRANSPORTERS AND COMPONENTS THEREOF

INV. NOS. 337-TA-1007 AND -1021 (CONSOLIDATED)

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify th	hat the attached Order No. 28 (Initial Determination) ha	ıs
been served by hand upon the Con	mmission Investigative Attorney, Brian Koo, Esq., and the	ıe
following parties as indicated, on	MAR_2_2_2017	

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

FOR COMPLAINANTS SEGWAY INC.; DEKA PRODUCTS LIMITED PARTNERSHIP; AND NINEBOT (TIANJIN) TECHNOLOGY CO., LTD.:				
Tony V. Pezzano, Esq. HOGAN LOVELLS US LLP 875 Third Avenue New York, NY 10022	 () Via Hand Delivery () Express Delivery () Via First Class Mail () Other: 			
FOR RESPONDENT SWAGWAY LLC:				
Lei Mei, Esq. MEI & MARK LLP 818 18th Street NW, Suite 410 Washington, DC 20006	 () Via Hand Delivery (✓) Express Delivery () Via First Class Mail () Other: 			

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR

AND

CERTAIN PERSONAL TRANSPORTERS AND COMPONENTS THEREOF

INV. NOS. 337-TA-1007 AND -1021 (CONSOLIDATED)

FOR RESPONDENTS RAZOR USA LLC AND INVENTIST, INC.:				
Jonathan J. Engler, Esq. ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P. 1133 Connecticut Avenue, NW, 12th Floor Washington, DC 20036	() Via Hand Delivery (✓) Express Delivery () Via First Class Mail () Other:			
FOR RESPONDENT JETSON ELECTRIC BIKES LLC:				
Ezra Sutton, Esq. EZRA SUTTON, P.A. 900 Route 9 North, Suite 201 Woodbridge, NJ 07095	 () Via Hand Delivery () Express Delivery () Via First Class Mail () Other: 			
FOR RESPONDENT HANGZHOU CHIC INTELLIGENT TECHNOLOGY CO., LTD.:				
Qingyu Yin, Esq. FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP 901 New York Avenue, NW Washington, DC 20001-4413	 () Via Hand Delivery (✓) Express Delivery () Via First Class Mail () Other: 			
FOR RESPONDENT POWERBOARD LLC:				
L. Peter Farkas, Esq. HALLORAN FARKAS + TOIKKA, LLP 1101 30 th Street, NW, Suite 500 Washington, DC 20007	 () Via Hand Delivery () Express Delivery () Via First Class Mail () Other: 			

CERTAIN PERSONAL TRANSPORTERS, COMPONENTS THEREOF, AND PACKAGING AND MANUALS THEREFOR

AND

CERTAIN PERSONAL TRANSPORTERS AND COMPONENTS THEREOF

INV. NOS. 337-TA-1007 AND -1021 (CONSOLIDATED)

FOR RESPONDENT CHANGZHOU AIRWHEEL TECHNOLOGY CO., LTD.:				
Harold H. Davis, Jr., Esq. K&L GATES LLP Four Embarcadero Center, Suite 1200 San Francisco, CA 94111	 () Via Hand Delivery (✓) Express Delivery () Via First Class Mail () Other: 			
RESPONDENT HOVERSHOP:				
Hovershop 330 East Orange Thorpe Avenue, Suite K Placentia, CA 92871	 () Via Hand Delivery (✓) Express Delivery () Via First Class Mail () Other: 			