

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

**In the Matter of**

**CERTAIN RADIO FREQUENCY  
IDENTIFICATION (“RFID”)  
PRODUCTS AND COMPONENTS  
THEREOF**

**Inv. No. 337-TA-875**

**ORDER NO. 8: INITIAL DETERMINATION GRANTING JOINT MOTION TO  
TERMINATE THE INVESTIGATION**

(June 19, 2013)

On June 17, 2013, Complainant Neology, Inc. (“Neology”) and Respondents Federal Signal Corporation (“Federal Signal”), Federal Signal Technologies, LLC (now known as FS Sub, LLC (“FS Sub”)), Sirit Corp. (now known as Federal Signal of Texas Corp. (“FS of Texas”)), and 3M Company (“3M”) filed a joint motion to terminate the investigation in its entirety based upon a settlement agreement and requested the investigation be stayed. (Motion Docket No. 875-002) A copy of the public version of the settlement agreement was filed on June 18, 2013. The request to stay the investigation is denied as moot.

The Commission’s Rules provide that “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement[.]” 19 CFR § 210.21(a)(2). In the instant investigation, the motion to terminate is based on a settlement agreement between 3M, 3M Innovative Properties Company (“3M IPC”), Federal Signal, FS Sub, FS of Texas, Neology, and SMARTRAC N.V. (“SMARTRAC”). (Ex. A at 1)

The moving papers state, in compliance with 19 CFR § 210.21(b)(1), that “[t]here are no other agreements, written or oral, express or implied between Complainant and Respondents concerning the subject matter of this Investigation.” (Mot. at 1) The motion also contains, as attachments, copies of the public and confidential versions of the settlement agreements as required by 19 CFR § 210.21(b)(1). The public settlement agreement is attached hereto as Exhibit A.

Pursuant to the settlement agreement, the parties have agreed to terminate all of the litigation between them, including this Investigation and the case pending in the U.S. District Court for the District of Delaware. (Ex. A at 2.1, 2.2)

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

The moving parties contend that termination of the investigation will “preserve resources for both the Commission and the parties” and “is in the public interest and does not affect the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.” (Mem. at 1-2) The moving parties say that the settlement agreement executed by the parties completely resolves the

PUBLIC

dispute in the Investigation between Complainant and Respondents. (Mem. at 1) The moving parties say that Commission policy and the public interest favor settlements. (*Id.*)

There is nothing in the record to indicate that termination of this investigation based on the settlement agreement will prejudice the public interest. As a result, I find that termination of this investigation in its entirety does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers.

ORDER

Accordingly, the motion complies with all requirements of 19 CFR § 210.21(b) and it is my Initial Determination that the joint motion to terminate this investigation in its entirety based on a settlement agreement is hereby GRANTED. This Initial Determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 CFR § 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 CFR § 210.43(a), or the Commission, pursuant to 19 CFR § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues herein.

**SO ORDERED.**



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Robert K. Rogers, Jr.  
Administrative Law Judge

# EXHIBIT A



## CONFIDENTIAL SETTLEMENT AGREEMENT

This Agreement, effective as of the 14th day of June, 2013 (the "Effective Date") is by and among **3M Company**, a Delaware corporation whose principal place of business is 3M Center, Saint Paul, Minnesota, USA 55144 ("3M"); and **3M Innovative Properties Company**, a Delaware corporation whose principal place of business is 3M Center, Saint Paul, Minnesota, USA 55144 ("3M IPC"); **Federal Signal Corporation**, a Delaware corporation, with its principal place of business at 1415 West 22<sup>nd</sup> Street, Suite 1100, Oak Brook, Illinois 60523 ("Federal Signal"); **FS Sub, LLC** (f/k/a Federal Signal Technologies, LLC), a Delaware corporation with its principal place of business at 1415 West 22<sup>nd</sup> Street, Suite 1100, Oak Brook, Illinois 60523 ("FS Sub"); **Federal Signal of Texas Corp.** (f/k/a Sirit Corp.), a Texas corporation with its principal place of business at 1415 West 22<sup>nd</sup> Street, Suite 1100, Oak Brook, Illinois 60523 ("FS of Texas") (Federal Signal Corporation, FS Sub, LLC and Federal Signal of Texas Corp. are collectively referred to as "FSC"); **Neology Inc.**, a corporation organized and existing under the laws of Delaware, with its principal place of business at 12760 Danielson Ct., Suite A, Poway California, 92064 ("Neology"); and **SMARTRAC N.V.** ("SMARTRAC"), a Dutch Corporation whose principal place of business is at Strawinskylaan 851, 1077 XX Amsterdam, The Netherlands.

### *RECITALS*

A. Neology owns certain patents related to radio frequency identification (RFID) technology, including United States Patents Nos. 6,690,264; 7,064,653; 7,081,819; 7,671,746; 6,229,443; 5,856,788; 7,119,664; 7,034,688; 7,463,154 and RE43,488 (the "Patents In Suit").

B. On July 29, 2011, Neology filed a complaint (C.A. No. 11-672-LPS) against Federal Signal, FS Sub and FS of Texas in the United States Court for the District of Delaware alleging that certain RFID products manufactured and sold by FSC infringed United States Patents Nos. 6,690,264; 7,064,653; 7,081,819; 7,671,746; 6,229,443; and 5,856,788, and FSC answered and counterclaimed for declaratory judgment of noninfringement and invalidity of the patents identified in the complaint (the "Delaware Case").

C. On December 8, 2011, SMARTRAC announced it was acquiring a majority interest in Neology.

D. On May 21, 2012, Neology filed a complaint (CV12-4422GHK) against Federal Signal, FS Sub, and FS of Texas in the United States Court for the Central District of California alleging that certain RFID products manufactured and sold by Federal Signal infringed United States Patents Nos. 7,119,664; 7,034,688; 7,463,154 and RE43,488 (the "California Case").

E. On September 4, 2012, 3M bought certain assets from Federal Signal, including the assets of FS Sub and FS of Texas.

F. On October 15, 2012, the California Case was transferred to the United States Court for the District of Delaware and subsequently consolidated with the Delaware Case. FSC answered and counterclaimed in Delaware for declaratory judgment of noninfringement and invalidity of the patents listed in the California complaint. The term Delaware Case as used hereafter refers to the consolidated case.

G. On February 22, 2013 Neology filed a complaint (now Investigation No. 337-TA-875) against Federal Signal, FS Sub, FS of Texas and 3M at the International Trade Commission (ITC) entitled "In the Matter of Certain Radio Frequency Identification ("RFID") Products and Components Thereof" alleging violation of 19 USC § 337 by and through importation of products allegedly infringing United States Patents Nos. 6,690,264; 7,081,819 and 7,671,746 (the "ITC Investigation").

H. The Parties have agreed to resolve the Delaware Case, the ITC Investigation and any other related disputes, pursuant to the terms of this Settlement Agreement.

In consideration of these premises and of the mutual promises set forth, the Parties hereby agree as follows:

## **ARTICLE 1**

### ***DEFINITIONS***

For the purposes of this Settlement Agreement, the terms defined in this Article shall have the meaning specified and shall be applicable both to the singular and plural forms.

1.1 "Party" means 3M, 3M IPC, Federal Signal, FS Sub, FS of Texas, Neology, or SMARTRAC, individually or collectively as applicable.

1.2    **“Entity”** means any corporation, firm, partnership, proprietorship, or other form of business organization.

1.3    **“Affiliate”** means (1) any individual who or Entity, whether now existing or created in the future, that in whatever country organized or resident, directly or indirectly, is controlled by, or is under common control with, or controls, a Party; or (2) any Entity, whether now existing or created in the future, in which any Party or any individual or Entity recited in the preceding clause (1) directly or indirectly has collectively at least a fifty percent (50%) ownership or voting rights interest (whether through stock ownership, stock power, voting proxy, or otherwise) or has the maximum ownership interest it is permitted to have in the country where such Entity exists.

1.4    **“3M Family”** means 3M, 3M IPC, and the Affiliates of either or both.

1.5    **“FSC Family”** means Federal Signal, FS Sub, FS of Texas, and the Affiliates of any or all.

1.6    **“Neology Family”** means Neology, SMARTRAC and the Affiliates of either or both.

[REDACTED]

[REDACTED]

1.8 "Legal Actions" means the Delaware Case and the ITC Investigation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## ARTICLE 2

### *RESOLUTION OF LEGAL ACTIONS*

2.1 Resolution of the Delaware Case. Within five (5) business days after the Effective Date, the Parties to the Delaware Case shall execute and file a Motion to Dismiss with Prejudice in the Delaware Case in the form attached hereto as Exhibit B, with each Party bearing its own legal fees and costs. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2 Resolution of the ITC Investigation. Within five (5) business days after the Effective Date, the Parties shall execute and file a joint Motion for Termination in the ITC Investigation in the form attached hereto as Exhibit C, [REDACTED]

### ARTICLE 3

#### RELEASE FROM LIABILITY

3.1 Release by SMARTRAC and Neology of the FSC Family. Neology and SMARTRAC, for themselves and their Affiliates, predecessors, officers, directors, shareholders, partners, agents, representatives, employees, attorneys, successors, and assigns, forever release, waive and discharge the FSC Family and their predecessors, successors, assigns, directors, officers, representatives, employees, shareholders, consultants, and agents, from any and all claims, counterclaims, causes of action, demands, obligations, debts, liens, damages, promises, costs, attorneys' fees, or other rights, remedies, or liabilities of whatever kind or nature, whether known or unknown, anticipated or unanticipated, without regard to jurisdiction, arising on or before the Effective Date. This release includes, but is not limited to, all claims arising out of the matters alleged in the Legal Actions, [REDACTED], and/or the manufacture, use, sale, possession, importation, or offer for sale of products or services by or for any member of the FSC Family. Neology and SMARTRAC, for themselves and their Affiliates, predecessors, officers, directors, shareholders, partners, agents, representatives, employees, attorneys, successors, and assigns, further forever release, waive and discharge FSC Family's suppliers, dealers, distributors, resellers and customers (whether in privity, ultimate, or otherwise), from any and all claims, counterclaims, causes of action, demands, obligations, debts, liens, damages, agreements, promises, costs, attorneys' fees, or other rights, remedies, or liabilities of whatever kind or nature, whether known or unknown, anticipated or unanticipated, without regard to jurisdiction, arising on or before the Effective Date and relating in any way to products or services used, made, made for, sold, imported, or offered for sale by or for any member of the FSC Family. For purposes of this paragraph 3.1, the successors of FSC and the FSC Family shall be understood to include the 3M Family but only with respect to claims arising out of activities, products or services prior to September 4, 2012 and relating in any way to the FSC assets purchased by 3M.

3.2 Release by SMARTRAC and Neology of the 3M Family. Neology and SMARTRAC, for themselves and their Affiliates, predecessors, officers, directors, shareholders, partners, agents, representatives, employees, attorneys, successors, and assigns, forever releases, waive

and discharge the 3M Family and their predecessors, successors, assigns, directors, officers, representatives, employees, shareholders, consultants and agents, and their suppliers, dealers, distributors, resellers and customers (whether in privity, ultimate, or otherwise), from any and all claims, counterclaims, causes of action, demands, obligations, debts, liens, damages, promises, costs, attorneys' fees, or other rights, remedies, or liabilities of whatever kind or nature, whether known or unknown, anticipated or unanticipated, without regard to jurisdiction, arising on or before the Effective Date and relating in any way to the matters alleged in the Legal Actions, [REDACTED] and/or the manufacture, use, sale, possession, importation, or offer for sale of products or services [REDACTED] by or for any member of the 3M Family.

3.3 Release by 3M and FSC of SMARTRAC and Neology. 3M and FSC, for themselves and their Affiliates, predecessors, officers, directors, shareholders, partners, agents, representatives, employees, attorneys, successors, and assigns, forever release, waive and discharge SMARTRAC and Neology, and their Affiliates, predecessors, successors, assigns, directors, officers, representatives, employees, shareholders, consultants, and agents, from any and all claims, counterclaims, causes of action, demands, obligations, debts, liens, damages, promises, costs, attorneys' fees, or other rights, remedies, or liabilities of whatever kind or nature, whether known or unknown, anticipated or unanticipated, without regard to jurisdiction, arising on or before the Effective Date and relating in any way to the matters alleged in the Legal Actions, the Patents in Suit, or SMARTRAC's or Neology's enforcement thereof.

#### ARTICLE 4

##### *PAYMENT BY 3M*

4.1 Payment by 3M. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## ARTICLE 5

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

ARTICLE 6  
*SUPPLY OF PRODUCTS*

6.1 [REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

■

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[illegible]

[illegible]

[REDACTED]

- 6.4 Any disputes relating to purchases of goods made by a Party from another Party shall be subject to any applicable dispute resolution or venue clauses in the relevant supply agreement, if such an agreement exists. Breach of any such separate agreement will not be deemed to constitute a breach of this Agreement. If no such agreement exists, then any such disputes shall be resolved as provided in Article 8.

## ARTICLE 7

### ***CONFIDENTIALITY***

7.1 Information about the Agreement. Except as provided in paragraphs 7.2 and 7.3 each Party will hold the terms of this Agreement in confidence and shall not publicize or disclose it in any manner whatsoever. Notwithstanding the foregoing, the parties may disclose this Agreement as required by applicable law, in confidence to a Court (or otherwise as directed by law), and to the Parties' respective attorneys, accountants, auditors, tax preparers, financial advisors and other agents who have a reasonable need to know the content of this Agreement; the Parties may disclose this Agreement for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations or stock exchange rules, including laws or regulations or rules governing financial institutions; and as required during the course of a legal dispute or litigation (including in response to a valid subpoena) and subject to protective order, provided however, that any production under a protective order shall be protected under an "Outside Attorneys Eyes Only" or higher confidentiality designation.

7.2 Media Release. The Parties have agreed upon the language of a media release about this Agreement, as set forth in Exhibit E [REDACTED]

[illegible]



7.4 Confidentiality of Exhibit A Within 3M. Exhibit A may be disclosed to [REDACTED]

[REDACTED]

7.5 Publicly Available Information. This Article imposes no obligation upon any recipient of confidential information with respect to information that such recipient can establish (a) was in their possession before disclosure by the Party claiming confidentiality; (b) is or becomes available to the public through no fault of the recipient; (c) is received in good faith by the recipient from a third party and is not subject to an obligation of confidentiality owed to the third party; or (d) is independently developed by the recipient without reference to the confidential information received hereunder.

## ARTICLE 8

### *DISPUTE RESOLUTION*

8.1 Dispute Resolution. Except as otherwise specifically provided herein, all disputes arising between the Parties relating to this Agreement [REDACTED] shall be resolved in the following order:

- (a) By good faith negotiation, for up to sixty (60) days, between representatives of 3M or 3M IPC, FSC (if applicable), Neology and SMARTRAC who have authority to fully and finally resolve the dispute. The existence and substance of any negotiations pursuant to this section shall be considered confidential under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of

Evidence 408 and any comparable provision under state or national law, and shall not be used by any Party in any court, agency, tribunal, or patent office in any country for purposes of filing a Declaratory Judgment action or for any other reason.

- (b) If the dispute is not resolved according to subparagraph 8.1(a), then the Parties shall use non-binding mediation at a location convenient to the participating Parties using a neutral mediator acceptable to the participating Parties with each participating Party bearing its own costs, but splitting the costs of the mediator fifty-fifty. All proceedings pursuant to this subparagraph 8.1(b) shall be considered confidential under this Settlement Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision under state or national law, and shall not be used by any Party in any court, agency, tribunal or patent office in any country for purposes of filing a Declaratory Judgment action or for any reason.
- (c) If the dispute is not resolved according to subparagraph 8.1(b), then by litigation.

Nothing in this Paragraph 8.1 shall preclude any Party from taking whatever actions are necessary to prevent irreparable harm to its interests.

8.2 Venue and Jurisdiction. Exclusive venue and jurisdiction for any future litigation relating to this Agreement [REDACTED] shall be in the state or federal courts of competent jurisdiction in Delaware.

## ARTICLE 9

### *TERM AND TERMINATION*

9.1 Term. If this Agreement is not terminated sooner as provided for herein, it shall terminate [REDACTED] Nothing in this Agreement shall permit an earlier termination of this Agreement by any Party with respect to FSC.



[REDACTED]

9.3 Termination Upon Breach. Upon breach by any Party in the performance of any material obligation hereunder to be performed by such Party, the Party aggrieved by such default shall give notice in writing to the Party in breach specifying the matter in breach. Unless such default is cured within two months following the giving of such notice (or if such cure cannot be completed within such two month period, if the cure thereof is not undertaken promptly upon receipt of such notice, and diligently pursued thereafter), then the Party giving such notice may give further written notice to the Party in default terminating this Agreement. In such event, this Agreement shall terminate with respect to the Party in default on the date specified in such further notice, which date shall be no earlier than two months from the date of such further notice. It is understood that a breach of Article 7 shall not be considered material for purposes of this paragraph 9.3.

[REDACTED]

9.5 Prior Obligations and Liability; Non-waiver. No expiration or termination of this Agreement shall relieve any Party of any obligation accrued prior to the date of expiration or termination or relieve a Party in breach from liability for damages for breach of this Agreement.

Waiver by any Party of a single breach or a succession of breaches shall not deprive such Party of any right to terminate this Agreement arising by reason of any subsequent breach.

9.6 Related Parties. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

9.7 Continuing Obligations.

- [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]

**ARTICLE 10**  
**MISCELLANEOUS**

10.1 No Admission of Infringement, Validity or Enforceability. Neither 3M nor FSC nor any Affiliate of either [REDACTED] Neither 3M nor FSC nor any Affiliate of either admits that [REDACTED]

10.2 Severability. The provisions of this Agreement shall be deemed severable. Therefore, if any part or provision of this Agreement is rendered void, invalid or unenforceable, in any jurisdiction in which this Agreement is performed, then such part or provision shall be severed from the remainder of the Agreement only as to such jurisdiction. Such severance shall not affect the validity or enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or unenforceable as aforesaid shall substantially impair the value of the whole agreement to any Party.

10.3 Authority. Each Party has the full right, power, and authority to execute and deliver this Agreement and to perform its terms. The execution and delivery of this Agreement and the consummation of the transactions required by this Agreement will not violate or conflict with any charter provision or bylaw of a Party or any of its Affiliates. Each Party has taken all required corporate actions to approve and adopt this Agreement. This Agreement is enforceable against each Party according to its terms, subject to bankruptcy, insolvency, and other laws relating to or affecting creditors' rights and to general equity principles. Each Party represents and warrants that the person or persons executing this Agreement on its behalf are duly authorized to do so.

10.4 Negotiation and Drafting. This Agreement was negotiated between the Parties, each of whom had the opportunity to consult with legal counsel during the negotiation, drafting, and execution of this Agreement, and the Parties agree that this Agreement shall not be construed against any Party as the drafter.

10.5 Notices. Any notice or other correspondence relating to this Agreement shall be in writing by registered letter with acknowledgement of receipt directed by one Party to the other Party at its respective address as follows:

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

Notices sent by Registered or Certified mail, Return Receipt Requested, shall be presumed to have been received upon production of a receipt. Any notice shall be addressed to each Party at the address listed on the first page of this Agreement. Any change of address of a Party shall be promptly communicated in writing to the other Party.

10.6 Integration and Amendment. This Agreement sets forth the entire agreement among the Parties relating to the subject matter contained herein. This Agreement shall bind each party's successors and assigns.

10.7 Binding Effect. Except as provided herein, this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, and their respective heirs, successors, trustee(s) or receivers(s) in bankruptcy, legal representatives, directors, purchasers, and permitted assignees.

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

10.9 Insolvency. If any owner of any of [REDACTED] files, or has filed against it, a petition in bankruptcy, this Agreement [REDACTED]

[REDACTED] shall not be terminated or rejected due to such bankruptcy action. [REDACTED]  
[REDACTED]  
[REDACTED]

10.10 Guarantee of Performance. Each Party hereby guarantees the performance of its Affiliates under this Agreement.

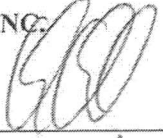
10.11 No Reliance. No Party has relied on any representation or warranty of any kind in entering into this Agreement, except for those representations and warranties expressly set forth herein.

10.12 Headings. The article and paragraph headings in this Agreement are for convenience only and shall not constitute a part of this Agreement.

10.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate as of the Effective Date.

NEOLOGY INC.

By:   
Name: Christian Ohl  
Title: Director  
Date: 14th June 2013

SMARTRAC N.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

3M INNOVATIVE PROPERTIES  
COMPANY

By: \_\_\_\_\_  
Name: Kevin H. Rhodes  
Title: President  
Date: \_\_\_\_\_  
ACN: \_\_\_\_\_

3M COMPANY

By: \_\_\_\_\_  
Name: John Houle  
Title: Vice President and General  
Manager, Traffic Safety and  
Security Division  
Date: \_\_\_\_\_

FEDERAL SIGNAL CORPORATION,  
FS SUB, LLC, and  
FEDERAL SIGNAL OF TEXAS CORP.

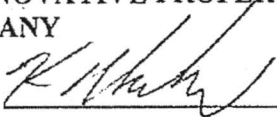
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate as of the Effective Date.

**NEOLOGY INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3M INNOVATIVE PROPERTIES  
COMPANY**

By: 

Name: Kevin H. Rhodes  
Title: President

Date: June 14, 2013  
ACN: \_\_\_\_\_

**SMARTRAC N.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3M COMPANY**

By: \_\_\_\_\_

Name: John Houle  
Title: Vice President and General  
Manager, Traffic Safety and  
Security Division

Date: \_\_\_\_\_

**FEDERAL SIGNAL CORPORATION,  
FS SUB, LLC, and  
FEDERAL SIGNAL OF TEXAS CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate as of the Effective Date.

**NEOLOGY INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3M INNOVATIVE PROPERTIES  
COMPANY**

By: \_\_\_\_\_  
Name: Kevin H. Rhodes  
Title: President  
Date: \_\_\_\_\_  
ACN: \_\_\_\_\_

**SMARTRAC N.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3M COMPANY**

By: John R Houle  
Name: John Houle  
Title: Vice President and General  
Manager, Traffic Safety and  
Security Division  
Date: 6-14-13

**FEDERAL SIGNAL CORPORATION,  
FS SUB, LLC, and  
FEDERAL SIGNAL OF TEXAS CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate as of the Effective Date.

**NEOLOGY INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3M INNOVATIVE PROPERTIES  
COMPANY**

By: \_\_\_\_\_  
Name: Kevin H. Rhodes  
Title: President  
Date: \_\_\_\_\_  
ACN: \_\_\_\_\_

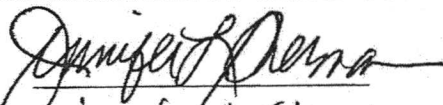
**SMARTRAC N.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3M COMPANY**

By: \_\_\_\_\_  
Name: John Houle  
Title: Vice President and General  
Manager, Traffic Safety and  
Security Division  
Date: \_\_\_\_\_

**FEDERAL SIGNAL CORPORATION,  
FS SUB, LLC, and  
FEDERAL SIGNAL OF TEXAS CORP.**

By:   
Name: Jennifer L. Sherman  
Title: VP and Secretary  
Date: 6/14/13

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate as of the Effective Date.

**NEOLOGY INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

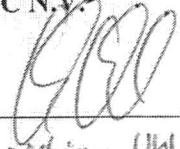
**3M INNOVATIVE PROPERTIES  
COMPANY**

By: \_\_\_\_\_  
Name: Kevin H. Rhodes  
Title: President  
Date: \_\_\_\_\_  
ACN: \_\_\_\_\_

**FEDERAL SIGNAL CORPORATION,  
FS SUB, LLC, and  
FEDERAL SIGNAL OF TEXAS CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SMARTRAC N.V.**

By:  \_\_\_\_\_  
Name: Christian Vhl  
Title: CFO  
Date: 14th of June 2013

**3M COMPANY**

By: \_\_\_\_\_  
Name: John Houle  
Title: Vice President and General  
Manager, Traffic Safety and  
Security Division  
Date: \_\_\_\_\_

# **EXHIBIT A**

**REDACTED IN ITS ENTIRTY**

**EXHIBIT B**  
**JOINT MOTION FOR DISMISSAL WITH PREJUDICE**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

NEOLOGY, INC.,

Plaintiff,

v.

FEDERAL SIGNAL CORPORATION,  
FEDERAL SIGNAL TECHNOLOGIES,  
LLC, and FEDERAL SIGNAL OF  
TEXAS CORP. (F/K/A SIRIT CORP.),

Defendants.

Civil Action No:1:11-CV-00672 (LPS)

**JURY TRIAL DEMANDED**

FEDERAL SIGNAL CORPORATION,  
FEDERAL SIGNAL TECHNOLOGIES,  
LLC, and FEDERAL SIGNAL OF  
TEXAS CORP. (F/K/A SIRIT CORP.),

Counter-claimants,

v.

NEOLOGY, INC.,

Counter-defendants.

**JOINT MOTION TO DISMISS, WITH PREJUDICE, ALL CLAIMS AND  
COUNTERCLAIMS BETWEEN PLAINTIFF AND DEFENDANTS**

Plaintiff Neology, Inc. ("Neology") and Defendants Federal Signal Corporation, Federal Signal Technologies, LLC (now known as FS Sub, LLC), and Federal Signal of Texas Corp. (formerly known as Sirit Corp.) (collectively, "Federal Signal") hereby jointly move for dismissal, with prejudice, of all pending claims and counterclaims asserted in this action between Neology and Federal Signal. The parties shall bear their own costs, expenses and attorneys' fees.

DATED: June 14, 2013

Respectfully submitted,

POTTER ANDERSON & CORROON  
LLP

By: s/David E. Moore

Richard L. Horwitz (I.D. #2246)

David E. Moore (I.D. #3983)

Hercules Plaza

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Wilmington, DE 19899

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Attorneys for Plaintiff  
NEOLOGY, INC.

DATED: June 14, 2013

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By: s/

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Attorneys for Defendants

FEDERAL SIGNAL

CORPORATION, FEDERAL

SIGNAL TECHNOLOGIES, LLC,

and SIRIT CORP.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

NEOLOGY, INC.,

Plaintiff,

v.

FEDERAL SIGNAL CORPORATION,  
FEDERAL SIGNAL TECHNOLOGIES,  
LLC, and FEDERAL SIGNAL OF TEXAS  
CORP. (F/K/A SIRIT CORP.),

Defendants.

Civil Action No:1:11-CV-00672 (LPS)

**JURY TRIAL DEMANDED**

AND RELATED COUNTERCLAIMS

**[PROPOSED] ORDER GRANTING JOINT MOTION TO DISMISS, WITH  
PREJUDICE, ALL CLAIMS AND COUNTERCLAIMS  
BETWEEN PLAINTIFF AND DEFENDANTS**

The Court hereby grants the Joint Motion for Dismissal, with prejudice, of all Claims and Counterclaims between Plaintiff Neology, Inc. ("Neology") and Defendants Federal Signal Corporation, Federal Signal Technologies, LLC (now known as FS Sub, LLC), and Federal Signal of Texas Corp. (formerly known as Sirit Corp.) (collectively, "Federal Signal"). All pending claims and counterclaims asserted in this action by Neology against Federal Signal and asserted by Federal Signal against Neology are hereby dismissed with prejudice. The parties shall bear their own costs, expenses and attorneys' fees.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Leonard P. Stark  
U.S. District Court Judge



**EXHIBIT C**  
**JOINT MOTION TO TERMINATE**

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

**Before the Honorable Robert K. Rogers, Jr.  
Administrative Law Judge**

**In the Matter of**

**CERTAIN RADIO FREQUENCY  
IDENTIFICATION ("RFID") PRODUCTS  
AND COMPONENTS THEREOF**

**Investigation No. 337-TA-875**

**JOINT MOTION TO TERMINATE THE INVESTIGATION BASED ON A  
SETTLEMENT AGREEMENT AND MOTION TO STAY THE PROCEDURAL  
SCHEDULE**

Complainant Neology, Inc. ("Complainant") and Respondents Federal Signal Corporation, Federal Signal Technologies, LLC, Sirit Corp., and 3M Company (collectively, "Respondents") jointly move to terminate this Investigation under 19 U.S.C. § 1337(c) and 19 C.F.R. §§ 210.15(a)(1), 210.21(a)(2), and 210.21(b) in view of the Settlement Agreement between Complainant and Respondents. There are no other agreements, written or oral, express or implied between Complainant and Respondents concerning the subject matter of this Investigation. Complainant and Respondents also jointly move the Administrative Law Judge ("ALJ") to stay the Procedural Schedule in this Investigation pending review by the ALJ and the Commission of the Joint Motion to Terminate.

A confidential Memorandum in Support of the Joint Motion to Terminate the Investigation Based on a Settlement Agreement and Motion to Stay the Procedural Schedule is submitted with this joint motion, as well as a confidential version of the Settlement Agreement (Confidential Exhibit A to the Memorandum in Support). The Settlement Agreement includes Confidential Business Information within the meaning of 19 C.F.R. § 201.6. Complainant and Respondents request that the Settlement Agreement be treated as Confidential Business

Information under the Protective Order (Order No. 1) in this Investigation.<sup>1</sup>

Pursuant to ground Rule 4.2, Complainant and Respondents certify that more than two business days prior to filing this Motion, they contacted the Commission Investigative Staff regarding the Settlement Agreement and this motion. The Commission Investigative Staff will state a position on the Joint Motion to Terminate the Investigation after reviewing the Motion. The Commission Investigative Staff does not oppose the Motion to Stay the Procedural Schedule.

Because termination of this Investigation is in the public interest, and for the additional reasons set forth in the accompanying memorandum in support, Complainant and Respondents respectfully request that the Commission terminate this Investigation and that the ALJ stay the Procedural Schedule while the motion is under review by the ALJ and the Commission.

Date: June 14, 2013

Respectfully submitted,

/s/ Victor M. Felix

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Jeremiah B. Frueauf  
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GOLDSTEIN & FOX PLLC  
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---

<sup>1</sup> A non-confidential version of the Settlement Agreement, as required by 19 C.F.R. § 210.21 (b)(1), will be provided with the public version of this motion.

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Victor M. Felix  
Robin L. Phillips  
Brian J. Kennedy  
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*Counsel for Complainant Neology, Inc.*

/s/ Tom M. Schaumberg  
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*Counsel for 3M Company, Federal Signal  
Corporation, Federal Signal Technologies, LLC  
and Sirit Corp. (now known as Federal Signal of  
Texas Corp.)*

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

**Before the Honorable Robert K. Rogers, Jr.  
Administrative Law Judge**

**In the Matter of**

**CERTAIN RADIO FREQUENCY  
IDENTIFICATION ("RFID") PRODUCTS  
AND COMPONENTS THEREOF**

**Investigation No. 337-TA-875**

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO TERMINATE  
THE INVESTIGATION BASED ON A SETTLEMENT AGREEMENT AND  
MOTION TO STAY THE PROCEDURAL SCHEDULE**

Complainant Neology, Inc. ("Complainant") and Respondents Federal Signal Corporation, Federal Signal Technologies, LLC, Sirit Corp., and 3M Company (collectively, "Respondents") submit this memorandum in support of their Joint Motion to Terminate the Investigation Based on a Settlement Agreement and Motion to Stay the Procedural Schedule.

Commission Rule 210.21(a)(2) permits any party to move to terminate an investigation, in whole or in part, as to any or all respondents on the basis of a settlement agreement. 19 C.F.R. § 210.21(a)(2). Complainant and Respondents reached an agreement to settle this Investigation and entered into a fully executed Settlement Agreement. (Confidential Exhibit A). The Settlement Agreement is fully effective and completely resolves the dispute in this Investigation between Complainant and Respondents. Complainant and Respondents aver that the Settlement Agreement reflects the entire and only agreement regarding the subject matter of this Investigation. There are no other agreements, written or oral, express or implied regarding the subject matter of this Investigation.

Commission policy and the public interest generally favor settlements, which preserve resources for both the Commission and the parties, and termination based on settlement

[REDACTED]

agreement is routinely granted. *See, e.g., Certain Consumer Electronics, Including Mobile Phones and Tablets*, Inv. No. 337-TA-839, Order No. 35 at 2 (Feb. 4, 2013) (“termination of litigation under these circumstances as an alternative method of dispute resolution is generally in the public interest and will conserve public and private resources”); *Certain Portable Communication Devices*, Inv. No. 337-TA-827, Order No. 15 at 2 (May 31, 2012) (unreviewed) (terminating investigation based on settlement agreement). Further, termination of this investigation is in the public interest and does not affect the public health and welfare, competitive conditions of the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.

The requested stay of the procedural schedule will further conserve the resources of the Commission and the parties. Similar requests have been granted where parties have reached a settlement. *See Certain Hybrid Electric Vehicles*, Inv. No. 337-TA-688, Order No. 15 (Jul. 15, 2010); *Certain Composite Wear Components*, Inv. No. 337-TA-644, Order No. 17 (Jan. 30, 2009).

Pursuant to ground Rule 4.2, Complainant and Respondents certify that more than two business days prior to filing this Motion, they contacted the Commission Investigative Staff regarding the Settlement Agreement and this motion. The Commission Investigative Staff will state a position on the Joint Motion to Terminate the Investigation after reviewing the Motion. The Commission Investigative Staff does not oppose the Motion to Stay the Procedural Schedule.

For these reasons, the Private Parties respectfully request that the Commission terminate this Investigation under 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(b) based on the Settlement Agreement and that the ALJ stay the Procedural Schedule while the motion is under review by

the ALJ and the Commission.

Date: June 14, 2013

Respectfully submitted,

/s/ Victor M. Felix

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robin.phillips@procopio.com  
brian.kennedy@procopio.com

*Counsel for Complainant Neology, Inc.*

/s/ Tom M. Schaumberg

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*Counsel for 3M Company, Federal Signal  
Corporation, Federal Signal Technologies, LLC  
and Sirit Corp. (now known as Federal Signal of  
Texas Corp.)*



**EXHIBIT D**

**REDACTED IN ITS ENTIRTY**

**EXHIBIT E**

**REDACTED IN ITS ENTIRTY**

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **JOINT MOTION TO TERMINATE THE INVESTIGATION BASED ON A SETTLEMENT AGREEMENT AND MOTION TO STAY THE PROCEDURAL SCHEDULE AND MEMORANDUM IN SUPPORT OF WITH ATTACHMENT (PUBLIC VERSION)** was served to the parties, in the manner indicated below, this 17<sup>th</sup> day of June 2013:

The Honorable Lisa R. Barton  
Acting Secretary  
U.S. INTERNATIONAL TRADE COMMISSION  
500 E Street, SW, Room 112-A  
Washington, DC 20436

☒ **VIA ELECTRONIC FILING**

The Honorable Robert K. Rogers, Jr.  
Administrative Law Judge  
U.S. INTERNATIONAL TRADE COMMISSION  
500 E Street, SW,  
Washington, DC 20436

☒ **VIA HAND DELIVERY – 2 Copies**

Jeffrey T. Hsu, Esq.  
Office of Unfair Import Investigations  
U.S. INTERNATIONAL TRADE COMMISSION  
500 E Street, SW, Room 401-B  
Washington, DC 20436

☒ **VIA ELECTRONIC MAIL**  
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/s/ Kelsey Curtis, Paralegal

ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.

**CERTAIN RADIO FREQUENCY  
IDENTIFICATION ("RFID")  
PRODUCTS AND COMPONENTS  
THEREOF**

**Inv. No. 337-TA-875**

**PUBLIC CERTIFICATE OF SERVICE**

I, Lisa R. Barton, hereby certify that the attached **INITIAL DETERMINATION** was served upon **Jeffrey T. Hsu, Esq.**, Commission Investigative Attorney, and the following parties via first class mail delivery on

JUN 19 2013



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

**FOR COMPLAINANT NEOLOGY, INC.:**

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

**FOR 3M COMPANY; FEDERAL SIGNAL CORPORATION; FEDERAL SIGNAL  
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AS SIRIT CORP.):**

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**CERTAIN RADIO FREQUENCY  
IDENTIFICATION ("RFID")  
PRODUCTS AND COMPONENTS  
THEREOF**

**Inv. No. 337-TA-875**

**PUBLIC CERTIFICATE OF SERVICE PAGE 2**

**PUBLIC MAILING LIST**

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