

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

**In the Matter of**

**CERTAIN ELECTRONIC PAPER TOWEL  
DISPENSING DEVICES AND COMPONENTS  
THEREOF**

**Inv. No. 337-TA-718**

**ORDER NO. 19: INITIAL DETERMINATION GRANTING MOTION TO  
TERMINATE RESPONDENT KO-AM CORPORATION BASED  
ON CONSENT ORDER STIPULATION**

(October 13, 2010)

On September 27, 2010, Complainant and Respondent Ko-Am Corporation Inc. d/b/a Janitor's World ("Ko-Am") jointly filed a motion to terminate the Investigation by reason of a consent order stipulation ("Stipulation"). (Motion Docket No. 718-015.) In support of their motion, Complainant and Ko-Am argue that entry of the proposed consent order is in the public interest and will streamline the Investigation, conserving public and private resources. (Mot. at 2.)

On October 6, 2010, the Commission Investigative Staff ("Staff") filed a response supporting the motion. Staff agrees that the Investigation should be terminated with respect to Ko-Am on the basis of the proposed consent order. (Staff Resp. at 5.)

No other responses were received.

Based on a review of the motion papers and responses thereto, the Administrative Law Judge finds as follows:

The Commission's Rules permit a motion to terminate an investigation as to any or all respondents based upon an agreement to present the matter for consent order. 19 C.F.R. § 210.21(a)(2). Parties making such a motion must include a stipulation that incorporates a proposed consent order. 19 C.F.R. § 210.21(c)(1)(ii). Commission Rule 210.21(c)(3) sets forth certain

requirements for stipulations made in intellectual property-based investigations:

- (1) An admission of all jurisdictional facts;
- (2) An express waiver of all rights to seek judicial review or otherwise challenge or contest the validity of the consent order;
- (3) A statement that the signatories to the consent order stipulation will cooperate with and will not seek to impede by litigation or other means the Commission's efforts to gather information under subpart I of this part; and
- (4) A statement that the enforcement, modification, and revocation of the consent order will be carried out pursuant to subpart I of this part, incorporating by reference the Commission's Rules of Practice and Procedure.

\* \* \*

[(5)] A statement that the consent order shall not apply with respect to any claim of any intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and nonreviewable; and

[(6)] A statement that each signatory to the stipulation who was a respondent in the investigation will not seek to challenge the validity of the intellectual property right(s), in any administrative or judicial proceeding to enforce the consent order.

19 C.F.R. § 210.21(c)(3)(i). The agreement of all parties is not a requirement. *See e.g., Certain Coaxial Cable Connectors and Components Thereof and Products Containing Same*, Order No. 6: Initial Determination Granting Respondent Aska's Motion for Termination Based on Consent Order (U.S.I.T.C., August 27, 2008) (unreviewed).

Here, Complainant and Ko-Am have made a consent order stipulation with an attached proposed consent order (both attached hereto as Appendix A), providing for termination of the Investigation. Specifically, Ko-Am agrees that "Ko-Am, including its officers, directors, employees, agents, and any entity or individual acting on its behalf and with its authority, agrees, upon entry of the Consent Order, that they will not directly or indirectly import into the United States, sell for importation into the United States, or sell within the United States after importation

any electronic paper towel dispensing devices or components thereof that infringe asserted claims 1-7 of the '815 patent, asserted claims 1-22 of the '856 patent, asserted claims 1-3 of the '289 patent, or claims 1-22 of the '274 patent.” (See Stipulation at ¶3.)

Rule 210.21(c)(3)(i)(A)(1) requires that the Stipulation contain an admission of all jurisdictional facts. Ko-Am has admitted to *in personam* and *in rem* jurisdiction, and has specifically stated that it has made imports of such electronic paper towel dispensers as the JW Dispenser into the United States, establishing subject matter jurisdiction. (Stipulation at ¶¶2, 6.)

In accordance with Commission Rule 210.21(c), the Stipulation also contains: an express waiver by Ko-Am of all rights to seek judicial review or otherwise challenge or contest the validity of the consent order; a statement that Ko-Am will cooperate with and will not seek to impede by litigation or other means the Commission’s efforts to gather information under subpart I of the Commission’s Rules; a statement that the enforcement, modification and revocation of the Consent Order will be carried out pursuant to Subpart I of the Commission’s Rules, and the statement incorporates by reference the Commission’s Rules of Practice and Procedure; a statement that the consent order shall not apply with respect to any claim of any intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and nonreviewable; and a statement that Ko-Am will not seek to challenge the “the validity or enforceability of the ‘815 patent, the ‘856 patent, the ‘289 patent or the ‘274 patent” in any administrative or judicial proceeding to enforce the consent order. (Stipulation at ¶¶4-5, 7-9.)

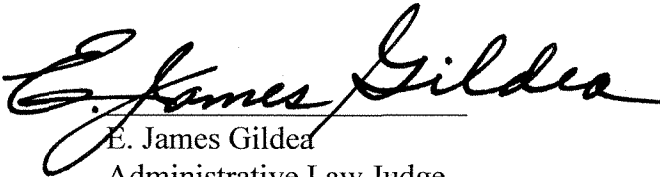
The effect of this proposed consent order would be to terminate the Investigation as to

Ko-Am. Ko-Am and Complainant argue that termination is in the public interest. (Mot. at 2.) Staff believes termination as to Ko-Am would not be contrary to the public interest. (Staff Resp. at 4.) Furthermore, termination of litigation under these circumstances as an alternative method of dispute resolution is generally in the public interest.

Accordingly, it is the Initial Determination of the Administrative Law Judge that Motion Docket No. 718-015 should be GRANTED and the Investigation terminated with respect to Respondent Ko-Am Corporation Inc. d/b/a Janitor's World.

This Initial Determination, along with copies of the Stipulation and proposed consent order, is hereby certified to the Commission. Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders on its own motion a review of the Initial Determination or certain issues herein.

**SO ORDERED.**

  
E. James Gildea  
Administrative Law Judge

**APPENDIX A**

UNITED STATES INTERNATIONAL TRADE COMMISSION

In the Matter of

CERTAIN ELECTRONIC PAPER  
TOWEL DISPENSING DEVICES AND  
COMPONENTS THEREOF

Investigation No. 337-TA-718

CONSENT ORDER STIPULATION

WHEREAS, Complainant Georgia-Pacific Consumer Products LP (“Georgia-Pacific”) filed an Amended Complaint (“Complaint”) before the United States International Trade Commission (hereinafter “the Commission”) alleging unfair acts in the sale for importation, importation into, and sale in the United States after importation of certain electronic paper towel dispensing devices and components thereof including the JW Automatic Roll Towel Dispenser (collectively the “JW Dispenser”), and components thereof, by Respondent Ko-Am Corporation Inc. d/b/a Janitor’s World (“Ko-Am”), which are alleged to infringe U.S. Patent 6,871,815 (“the ‘815 patent”), U.S. Patent 7,017,856 (“the ‘856 patent”), U.S. Patent 7,182,289 (“the ‘289 patent”) and U.S. Patent 7,387,274 (“the ‘274 patent”);

WHEREAS, the Commission instituted this investigation under section 337 of the Tariff Act of 1930 as amended (19 U.S.C. § 1337) based upon the allegations contained in the Complaint;

WHEREAS Ko-Am agrees to forgo the sale for importation, importation into, and sale in the United States after importation of the JW Dispenser; and

WHEREAS, Ko-Am agrees to the entry of a Consent Order by the Commission.

NOW THEREFORE, pursuant to Commission Rule 210.21(c)(1)(ii) and (c)(3)(i), Ko-Am stipulates and agrees as follows in connection with their Motion to Terminate this investigation based on a Consent Order:

- (1) Ko-Am stipulates to the entry of a Consent Order in the form attached hereto as Exhibit A;
- (2) The Commission has *in rem* jurisdiction over Ko-Am’s electronic paper towel dispensing devices, including the JW Dispenser, which are the subject of the Complaint in this investigation, and the Commission has *in personam* jurisdiction over Ko-Am for purposes of this Consent Order;
- (3) Ko-Am, including its officers, directors, employees, agents, and any entity or individual acting on its behalf and with its authority, agrees, upon entry of the Consent Order, that they will not directly or indirectly import into the United States, sell for importation into the United States, or sell within the United States after importation any electronic paper towel dispensing devices or components

thereof that infringe asserted claims 1-7 of the '815 patent, asserted claims 1-22 of the '856 patent, asserted claims 1-3 of the '289 patent, or claims 1-22 of the '274 patent;

- (4) Ko-Am expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order;
- (5) Ko-Am will cooperate with and will not seek to impede by litigation or other means the Commission's efforts to gather information under subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210;
- (6) Ko-Am will provide to Georgia-Pacific all documents in its possession, custody, or control concerning the following categories:
  - i. Documents sufficient to show the number and identity of electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, that Ko-Am has imported into the United States and/or purchased from any other individual or entity anywhere in the world;
  - ii. Documents sufficient to show the per item purchasing cost for all electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, that Ko-Am has imported into the United States and/or purchased from any other individual or entity anywhere in the world;
  - iii. Documents sufficient to show the sales (number of dispensers sold, dates the dispensers were sold, and gross and net revenues from those sales) of all electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, that Ko-Am has imported into the United States and/or sold to any other individual or entity anywhere in the world;
  - iv. Documents sufficient to show marketing and distribution channels for purchasers and potential purchasers of electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, in the United States, including all potential and actual purchasers of such dispensers that Ko-Am has contacted and communications between Ko-Am and such potential and actual purchasers, regardless of whether they purchased such dispensers from Ko-Am;
  - v. Documents sufficient to show marketing and distribution channels for foreign suppliers of electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, including all suppliers and potential suppliers of such dispensers that

Ko-Am has contacted and communications between Ko-Am and such suppliers including, but not limited to, all communications between Ko-Am and Jet Power International Ltd.;

- vi. Documents sufficient to show the amount of Accused Dispensers currently in Ko-Am's inventory and a verified statement that any current inventory of the JW Dispensers have been destroyed or will be destroyed within thirty (30) days of the entry of this Consent Order Stipulation.

Ko-Am agrees to supplement its provision of the aforementioned document categories for the pendency of the ITC Action to the extent new information and/or documents are discovered and/or created. Ko-Am further agrees that Ko-Am will provide a declaration on certain factual matters known to Ko-Am that are pertinent to the ITC action, including but not limited to facts relevant to the topics set forth in paragraph (i) – (vi) above.

- (7) Enforcement, modification, or revocation of the Consent Order will be carried out pursuant to subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210;
- (8) The Consent Order shall not apply with respect to any claim of any intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and nonreviewable;
- (9) Ko-Am will not seek to challenge the validity or enforceability of the '815 patent, the '856 patent, the '289 patent or the '274 patent in any administrative or judicial proceeding to enforce the Consent Order, but reserves its right to do so in any other proceeding;
- (10) Other than settlement agreements and related documents, there are no agreements, written or oral, express or implied, between Ko-Am, the Complainant or any other Respondent concerning the subject matter of this investigation.

IN WITNESS WHEREOF a duly authorized representative of Ko-Am has caused this Stipulation to be executed as of the date indicated below.

Respectfully submitted this 30<sup>th</sup> of August, 2010

  
\_\_\_\_\_  
Paul Kim  
President  
Ko-Am Corporation Inc.  
11527 Harry Hines  
Dallas, TX 75229

*Matthew W. Howell / pef w/ permission*

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*Counsel for Complainant Georgia-Pacific  
Consumer Products LP*

# **Exhibit A**

UNITED STATES INTERNATIONAL TRADE COMMISSION

In the Matter of

CERTAIN ELECTRONIC PAPER  
TOWEL DISPENSING DEVICES AND  
COMPONENTS THEREOF

Investigation No. 337-TA-718

[PROPOSED] CONSENT ORDER

The United States International Trade Commission (hereinafter the "Commission") has instituted this investigation under Section 337 of the Tariff Act of 1930 as amended (19 U.S.C. § 1337), based upon the allegations contained in the Amended Complaint filed by Georgia-Pacific Consumer Products LP (hereinafter "Georgia-Pacific"), which alleges unfair acts in the importation into the United States, the sale for importation, and the sale within the United States after importation, of certain electronic paper towel dispensing devices and components thereof, including the Ko-Am JW Automatic Roll Towel Dispenser (the "JW Dispenser"), by, among others, Respondent Ko-Am Corporation Inc. d/b/a Janitor's World ("Ko-Am").

Ko-Am has executed a Consent Order Stipulation in which it agrees to the entry of this Consent Order and to all waivers and other provisions as required by the Commission's Rules of Practice and Procedure, and has filed a Motion for Partial Termination of this Investigation with respect to its accused electronic paper towel dispensing devices and components thereof, based on the Consent Order Stipulation. In particular, Ko-Am has stipulated as follows:

- (1) Ko-Am stipulates to the entry of this Consent Order.
- (2) The Commission has *in rem* jurisdiction over Ko-Am's electronic paper towel dispensing devices, including the JW Dispenser, which are the subject of the Complaint in this investigation and the Commission has *in personam* jurisdiction over Ko-Am for purposes of this Consent Order;
- (3) Ko-Am, including its officers, directors, employees, agents, and any entity or individual acting on its behalf and with its authority, agrees, upon entry of the Consent Order, that it will not directly or indirectly import into the United States, sell for importation into the United States, or sell within the United States after importation any electronic paper towel dispensing devices or components thereof that infringe asserted claims 1-7 of U.S. Patent 6,871,815 ("the '815 patent"), asserted claims 1-22 of U.S. Patent 7,017,856 ("the '856 patent"), asserted claims 1-3 of U.S. Patent 7,182,289 ("the '289 patent") and asserted claims 1-22 of U.S. Patent 7,387,274 ("the '274 patent");

- (4) Ko-Am expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order;
- (5) Ko-Am will cooperate with and will not seek to impede by litigation or other means the Commission's efforts to gather information under subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210;
- (6) Ko-Am will provide to Georgia-Pacific all documents in its possession, custody, or control concerning the following categories:
  - i. Documents sufficient to show the number of electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, that Ko-Am has imported into the United States and/or purchased from any other individual or entity anywhere in the world;
  - ii. Documents sufficient to show the per item purchasing cost for all electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, that Ko-Am has imported into the United States and/or purchased from any other individual or entity anywhere in the world;
  - iii. Documents sufficient to show the sales (number of dispensers sold, dates the dispensers were sold, and gross and net revenues from those sales) of all electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, that Ko-Am has imported into the United States and/or sold to any other individual or entity anywhere in the world;
  - iv. Documents sufficient to show marketing and distribution channels for purchasers and potential purchasers of electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, in the United States, including all potential and actual purchasers of such dispensers that Ko-Am has contacted and communications between Ko-Am and such potential and actual purchasers, regardless of whether they purchased such dispensers from Ko-Am;
  - v. Documents sufficient to show marketing and distribution channels for foreign suppliers of electronic paper towel dispensers that contain a grounding mechanism including, but not limited to, the JW Dispensers, including all suppliers and potential suppliers of such dispensers that Ko-Am has contacted and communications between Ko-Am and such suppliers including, but not limited to, all communications between Ko-Am and Jet Power International Ltd.;
  - vi. Documents sufficient to show the amount of Accused Dispensers currently in Ko-Am's inventory.

Ko-Am shall supplement its provision of the aforementioned document categories for the pendency of the ITC Action to the extent new information and/or documents are discovered and/or created. Ko-Am further agrees that Ko-Am will provide a declaration on certain factual matters known to Ko-Am that are pertinent to the ITC action, including but not limited to facts relevant to the topics set forth in paragraphs (i) – (vi) above.

- (7) Enforcement, modification, or revocation of the Consent Order will be carried out pursuant to subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210;
- (8) The Consent Order shall not apply with respect to any claim of any intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and nonreviewable;
- (9) Ko-Am will not seek to challenge the validity or enforceability of the '815 patent, the '856 patent, the '289 patent or the '274 patent in any administrative or judicial proceeding to enforce the Consent Order, but reserves its right to do so in any other proceeding;
- (10) Other than the Settlement Agreements related to the resolution of this dispute, there are no agreements, written or oral, express or implied, between Ko-Am, the Complainant or any other Respondent concerning the subject matter of this investigation.

NOW, THEREFORE, the Commission issues the following Consent Order:

- (1) Upon entry of this Consent Order, Ko-Am shall not sell for importation, directly or indirectly import into the United States, or sell in the United States after importation or knowingly aid, abet, encourage, participate in, or induce the sale for importation, importation into the United States or sale in the United States after importation any electronic paper towel dispensing devices that infringe asserted claims 1-7 of the '815 patent, asserted claims 1-22 of the '856 patent, asserted claims 1-3 of the '289 patent, or claims 1-22 of the '274 patent, except under consent or license from Complainant.
- (2) Ko-Am shall be precluded from seeking judicial review or otherwise challenging or contesting the validity of the Consent Order.
- (3) Ko-Am shall cooperate with and shall not seek to impede by litigation or other means the Commission's efforts to gather information under subpart

I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210.

- (4) Ko-Am shall not seek to challenge and is precluded from any challenges to the validity or enforceability of the claims of the '815 patent, the '856 patent, the '289 patent or the '274 patent in any administrative or judicial proceeding to enforce the Consent Order, but shall be entitled to do so in any other proceeding.
- (5) When each of the '815, '856, '289 and '274 patents expire, this Consent Order shall become null and void as to such patent.
- (6) If any claim of the '815, '856, '289 and '274 patents is held invalid or unenforceable by a court or agency of competent jurisdiction in a final decision, no longer subject to appeal, this Consent Order shall become null and void as to such invalid or unenforceable claim.
- (7) This Investigation is hereby terminated with respect to Ko-Am; provided, however, that enforcement, modification, or revocation of the Consent Order shall be carried out pursuant to Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210.

Dated: \_\_\_\_\_

BY ORDER OF THE COMMISSION:


Marilyn Abbott  
Secretary.

**IN THE MATTER OF CERTAIN ELECTRONIC  
PAPER TOWEL DISPENSING DEVICES  
AND COMPONENTS THEREOF**

337-TA-718

**PUBLIC CERTIFICATE OF SERVICE**

I, Marilyn R. Abbott, hereby certify that the attached **ORDER** has been served by hand upon, the Commission Investigative Attorney, **Lisa A. Murray, Esq.**, and the following parties as indicated on October 13, 2010.

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

**FOR COMPLAINANT GEORGIA-PACIFIC CONSUMER PRODUCTS LP:**

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**IN THE MATTER OF CERTAIN ELECTRONIC  
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**FOR RESPONDENTS STEFCO INDUSTRIES, INC., AND CELLYNNE  
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**IN THE MATTER OF CERTAIN ELECTRONIC  
PAPER TOWEL DISPENSING DEVICES  
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337-TA-718

**FOR DWL INTERNATIONAL TRADING INC. AND WINCO INDUSTRIES:**

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**IN THE MATTER OF CERTAIN ELECTRONIC  
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**337-TA-718**

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