

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

CERTAIN GROUND FAULT CIRCUIT
INTERRUPTERS AND PRODUCTS
CONTAINING SAME

Inv. No. 337-TA-739

**ORDER NO. 41: INITIAL DETERMINATION GRANTING JOINT MOTION TO
TERMINATE INVESTIGATION AS TO RESPONDENT
WAREHOUSE-LIGHTING.COM LLC BASED ON CONSENT
ORDER STIPULATION AND PROPOSED CONSENT ORDER**

(April 11, 2011)

On April 5, 2011, Complainant Leviton Manufacturing Co., Inc. (“Complainant”) and Respondent Warehouse-Lighting.com LLC (“Warehouse-Lighting”) filed a joint motion (739-038) to terminate the Investigation based on a consent order stipulation.¹ On April 8, 2011, the Commission Investigative Staff (“Staff”) filed a response in support of the joint motion. No other responses were received.

In accordance with Commission Rule 210.21(c)(1)(ii), the parties entered into a “Consent Order Stipulation” and a proposed “Consent Order,” both attached hereto as Exhibit A.² Commission Rule 210.21(c)(3) sets forth certain requirements for the contents of a consent order stipulation. 19 C.F.R. § 210.21(c)(3). The Consent Order Stipulation submitted by the parties complies with the requirements of Commission Rule 210.21(c)(3). (*See Staff Resp.* at 3-4.)

Specifically, Warehouse-Lighting agrees that upon entry of the Consent Order:

... to forgo the sale for importation, importation into, and sale in
the United States after importation of the accused certain ground

¹ On February 10, 2011, the Commission partially terminated the Investigation as to Warehouse-Lighting “to the extent Leviton’s claims are based on any GFCI products made, used, offered for sale, sold or imported in the United States by Respondent General Protecht Group.” Notice of Comm’n Determination Not To Review An Initial Determination Granting Complainant’s Mot. To Terminate The Investigation In Part, at 2 (Feb. 10, 2011).

² The parties have also entered into a settlement agreement, which is attached hereto as Exhibit B.

fault circuit interrupters and products containing same, except to the extent permitted under the Parties' Settlement Agreement.

(See Consent Order Stip. at 1; *see also* Proposed Consent Order ¶ 3.) Pursuant to Commission

Rule 210.21(c)(3)(i)(A), Respondent also agrees to:

- (1) admit that the Commission has *in rem* jurisdiction over Warehouse-Lighting's accused ground fault circuit interrupters and products containing same and *in personam* jurisdiction over Warehouse-Lighting (*see* Consent Order Stip. at 1 – 2);
- (2) expressly waive all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order (*id.* at 2);
- (3) cooperate with and not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210 (*id.*); and
- (4) the enforcement, modification and revocation of the Consent Order being carried out pursuant to Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210 (*id.* at 3).

Because this is an intellectual property-based investigation and in accordance with Commission Rule 210.21(c)(3)(i)(B), the Consent Order Stipulation also states that:

- (1) 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 (*id.*); and
- (2) Warehouse-Lighting will not seek to challenge the validity or enforceability of the '124 patent or the '151 patent in any administrative or judicial proceeding to enforce the Consent Order (*id.*).

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, production of like or directly competitive articles in the United States, and United States consumers. 19 C.F.R. § 210.50(c)(2)(ii); *see also* 19 C.F.R. § 210.50(b)(2). In their motion, the parties assert that “[e]ntry of the proposed Consent Order is in the public interest, which favors settlement of disputes to avoid needless litigation and to conserve resources.” (Joint Mot. at 2.) Staff concurs, stating that “[it] is not aware of any information that would indicate that termination of this investigation on the basis of the Proposed Consent Order described herein would be contrary to 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.” (Staff Resp. at 6.) The undersigned agrees with the parties and Staff that termination of this Investigation as to Warehouse-Lighting does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, or United States consumers.

Accordingly, the undersigned finds that the parties have complied with the requirements of Commission Rule 210.21(c)(3) and it is the undersigned’s Initial Determination that the joint motion (739-038) to terminate this Investigation with respect to Respondent Warehouse-Lighting.com LLC based on a consent order be GRANTED. This Initial Determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial

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

SO ORDERED.

A handwritten signature in cursive script, appearing to read "Charles E. Bullock", written over a horizontal line.

Charles E. Bullock
Administrative Law Judge

**JOINT MOTION TO TERMINATE INVESTIGATION AS TO RESPONDENT
WAREHOUSE-LIGHTING.COM LLC BASED ON CONSENT ORDER STIPULATION
AND PROPOSED CONSENT ORDER**

EXHIBIT A

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C. 20436**

Before the Honorable Charles E. Bullock
Administrative Law Judge

_____)	
In the Matter of)	
)	
CERTAIN GROUND FAULT CIRCUIT)	
INTERRUPTERS AND PRODUCTS)	Investigation
CONTAINING SAME)	No. 337-TA-739
)	
_____)	

CONSENT ORDER STIPULATION

WHEREAS, Complainant Leviton Manufacturing Co., Inc. ("Leviton") filed a 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 ground fault circuit interrupters and products containing same including the ground fault circuit interrupters imported and sold by Respondent Warehouse-Lighting.com LLC ("Warehouse-Lighting"), which are alleged to infringe U.S. Patent Nos. 7,463,124 (the "124 Patent") and 7,764,151 (the "151 Patent") (collectively "the asserted patents") ("the accused certain ground fault circuit interrupters and products containing same");

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 RESPONDENT agrees to forgo the sale for importation, importation into, and sale in the United States after importation of the accused certain ground fault circuit interrupters and products containing same, except to the extent permitted under the Parties' Settlement Agreement; and

WHEREAS, RESPONDENT 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), RESPONDENT stipulates and agrees as follows in connection with their Motion to Terminate this investigation based on a Consent Order:

- (1) Respondent Warehouse-Lighting.com LLC ("Warehouse-Lighting") is a corporation organized under the laws of the State of Wisconsin with its principal place of business at W 144 S6305 College Ctr., Muskego, Wisconsin 53150.
- (2) Warehouse-Lighting stipulates to the entry of a Consent Order in the form attached hereto as Exhibit A;
- (3) The Commission has *in rem* jurisdiction over Warehouse-Lighting's accused certain ground fault circuit interrupters and products containing same, which are the

subject of the Complaint in this investigation, and the Commission has *in personam* jurisdiction over Warehouse-Lighting for purposes of this Consent Order;


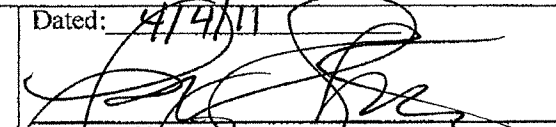
- (4) Warehouse-Lighting, including its officers, directors, employees, agents, and any entity or individual acting on its behalf and with its authority, agrees, upon entry of the Consent Order, that they will not directly or indirectly import into the United States, sell for importation into the United States, or sell within the United States after importation, or knowingly aid, abet, encourage, participate in, or induce importation into the United States, the sale for importation into the United States, or the sale, offer for sale, or use in the United States after importation any accused ground fault circuit interrupters or products containing same, except to the extent permitted by the Settlement Agreement between the Parties;
- (5) Warehouse-Lighting expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order;
- (6) Warehouse-Lighting 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;
- (7) Warehouse-Lighting will provide to Leviton all documents in its possession, custody, or control concerning the following categories:
 - i. Documents sufficient to show the number of the accused certain ground fault circuit interrupters and products containing same including, but not limited to, the ground fault circuit interrupters that Warehouse-Lighting has imported, sold for importation, or sold after importation into the United States and/or purchased from any other individual or entity.
 - ii. Documents sufficient to show the purchasing cost and manufacturing cost for all the accused certain ground fault circuit interrupters and products containing same that Warehouse-Lighting has imported into the United States and/or purchased from any other individual or entity.
 - iii. Documents sufficient to show the sales (number of GFCIs sold and gross revenues from those sales) of all the accused certain ground fault circuit interrupters and products containing same that Warehouse-Lighting has imported into the United States and/or purchased from any other individual or entity.
 - iv. Documents sufficient to show the identities of manufacture and/or suppliers of all the accused certain ground fault circuit interrupters and products containing same that Warehouse-Lighting has imported into the United States and/or purchased from any other individual or entity.
 - v. Documents sufficient to show the quantities, dates, and amounts paid for the accused certain ground fault circuit interrupters and products containing same which Warehouse-Lighting has imported, or have been imported on Warehouse-Lighting's behalf, into the United States.

vi. Documents sufficient to show the amount of the accused certain ground fault circuit interrupters and products containing same currently in Warehouse-Lighting's inventory.

Warehouse-Lighting agrees to supplement its provision of the aforementioned document categories for the pendency of the ITC Investigation to the extent new information and/or documents are discovered and/or created.

- (8) 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;
- (9) 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;
- (10) Warehouse-Lighting will not seek to challenge the validity or enforceability of the '124 patent or the '151 patent in any administrative or judicial proceeding to enforce the Consent Order;
- (11) There are no agreements, written or oral, express or implied, between Warehouse-Lighting, the Complainant or any other Respondent concerning the subject matter of this Investigation other than the Settlement Agreement between the Parties filed as Exhibit B with the Joint Motion.

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

<p>Dated: 4/4/11</p>  <p>Mr. James Abraham Warehouse-Lighting.com LLC W144 S6305 College Ct. Muskego, WI 53132 Telephone: (414) 525-9027</p> <p><i>Respondent Warehouse-Lighting.com LLC</i></p>	<p>Dated: 4/4/11</p>  <p>Larry L. Shatzer Veronica S. Ascarrunz Shaun R. Snader WILSON SONSINI GOODRICH & ROSATI 1700 K Street, NW Fifth Floor Washington, DC 20006</p> <p>Telephone: (202) 973-8800</p> <p>Stefani E. Shanberg Matthew A. Argenti WILSON SONSINI GOODRICH & ROSATI 650 Page Mill Road Palo Alto, California 94304-1050 Telephone: (650) 493-9300</p> <p>Natalie J. Morgan</p>
---	--

	<p>WILSON SONSINI GOODRICH & ROSATI 12235 E. Camino Real, Suite 200 San Diego, California 92130-3002 Telephone (858) 350-2300</p> <p><i>Counsel for Complainant Leviton Manufacturing Co., Inc</i></p>
--	--

- (4) Warehouse-Lighting expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order;
- (5) Warehouse-Lighting 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) Warehouse-Lighting will provide to Leviton all documents in its possession, custody, or control concerning the following categories:
 - i. Documents sufficient to show the number of the accused certain ground fault circuit interrupters and products containing same including, but not limited to, the ground fault circuit interrupters that Warehouse-Lighting has imported, sold for importation, or sold after importation into the United States and/or purchased from any other individual or entity.
 - ii. Documents sufficient to show the purchasing cost and manufacturing cost for all the accused certain ground fault circuit interrupters and products containing same that Warehouse-Lighting has imported into the United States and/or purchased from any other individual or entity.
 - iii. Documents sufficient to show the sales (number of GFCLs sold and gross revenues from those sales) of all the accused certain ground fault circuit interrupters and products containing same that Warehouse-Lighting has imported into the United States and/or purchased from any other individual or entity.
 - iv. Documents sufficient to show the identities of manufacture and/or suppliers of all the accused certain ground fault circuit interrupters and products containing same that Warehouse-Lighting has imported into the United States and/or purchased from any other individual or entity.
 - v. Documents sufficient to show the quantities, dates, and amounts paid for the accused certain ground fault circuit interrupters and products containing same which Warehouse-Lighting has imported, or have been imported on Warehouse-Lighting behalf, into the United States.
 - vi. Documents sufficient to show the amount of the accused certain ground fault circuit interrupters and products containing same currently in Warehouse-Lighting's inventory.

Warehouse-Lighting agrees to supplement its provision of the aforementioned document categories for the pendency of the ITC Investigation to the extent

- (7) Enforcement, modification, or revocation of the Consent Order will be

carried out pursuant to subpart 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) Warehouse-Lighting will not seek to challenge the validity or enforceability of U.S. Patent Nos. 7,463,124 ("the '124 patent") and 7,764,151 ("the '151 patent") in any administrative or judicial proceeding to enforce the Consent Order;
- (10) There are no agreements, written or oral, express or implied, between Warehouse-Lighting, the Complainant or any other Respondent concerning the subject matter of this investigation other than the Settlement Agreement attached as Exhibit B to the Joint Motion.

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

- (1) Upon entry of this Consent Order, Warehouse-Lighting 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 ground fault circuit interrupters or products containing same that infringe asserted claims 1-6, 9-11, 13-15, 23-25, 32-34 the '124 Patent and claims 1, 3 and 8 of the '151 Patent except under consent or license from Leviton.
- (2) Warehouse-Lighting, 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, or knowingly aid, abet, encourage, participate in, or induce importation into the United States, the sale for importation into the United States, or the sale, offer for sale, or use in the United States after importation any accused ground fault circuit interrupters or products containing same, , except under consent or license from Leviton.
- (3) Warehouse-Lighting shall be precluded from seeking judicial review or otherwise challenging or contesting the validity of the Consent Order.
- (4) Warehouse-Lighting 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.
- (5) Warehouse-Lighting shall not seek to challenge and is precluded from

any challenges to the validity or enforceability of the claims of the '124 patent or the '151 patent in any administrative or judicial proceeding to enforce the Consent Order.

- (6) When each of the '124 and '151 patents expires, this Consent Order shall become null and void as to such patent.
- (7) If any claim of the '124 and '151 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.
- (8) This Investigation is hereby terminated with respect to Warehouse-Lighting; 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

**JOINT MOTION TO TERMINATE INVESTIGATION AS TO RESPONDENT
WAREHOUSE-LIGHTING.COM LLC BASED ON CONSENT ORDER STIPULATION
AND PROPOSED CONSENT ORDER**

EXHIBIT B

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made this 21st day of March, 2011 ("Effective Date") is by and between Leviton Manufacturing Co., Inc. ("Leviton"), a Delaware corporation with its principal place of business at 201 North Service Road, Melville, New York 11747, and Warehouse-Lighting.com LLC ("Warehouse Lighting") a Wisconsin corporation with its principal place of business at W144 S6305 College Ctr., Muskego, Wisconsin 53150. Each party is also referred to as "Party" and collectively as "Parties."

WHEREAS, Leviton owns U.S. Patent Nos. 7,463,124 ("the '124 patent") and 7,764,151 ("the '151 patent");

WHEREAS, an investigation is pending in the U.S. International Trade Commission entitled *Certain Ground Fault Circuit Interrupters and Products Containing Same*, Inv. No. 337-TA-739 ("the ITC Investigation"), in which Leviton charged Warehouse Lighting with the unlawful importation into the United States, sale for importation, or the sale within the United States after importation of ground fault circuit interrupters ("GFCIs") that infringe the '124 and '151 patents;

WHEREAS, there is a civil action pending in the United States District Court for the Northern District of California, Civil Action No. 3:10-cv-03961-WHA (the "California Lawsuit"), in which Leviton has charged Warehouse Lighting with infringement of the '124 and '151 patents;

WHEREAS, there is a civil action pending in the United States District Court for the District of New Mexico, Civil Action No. 10-cv-01020-JB-LFG (the "New Mexico Lawsuit"), in which Warehouse Lighting has sought, *inter alia*, a declaratory judgment that its supplier General Protecht Group, Inc. ("GPG") has an implied license to the '124 and '151 patents for the purpose of making, using, offering for sale, selling, or importing certain GFCI products identified in a Confidential Settlement Agreement between Leviton and GPG, dated October 2007 ("GPG Products").

WHEREAS, Leviton and Warehouse Lighting wish to settle all issues in the ITC Investigation, the California Lawsuit, and the New Mexico Lawsuit relating to any GFCIs sold by Warehouse Lighting, but excluding the GPG Products (i.e., "Non-GPG GFCIs"), which includes Warehouse Lighting ceasing and desisting from selling Non-GPG GFCIs alleged to infringe one or more of the '124 and '151 patents, Warehouse Lighting agreeing to the entry of a Consent Order in the ITC investigation concerning Non-GPG GFCIs, Leviton releasing Warehouse Lighting from liability for past acts of importing, making, using, selling or offering to sell the Non-GPG GFCIs alleged to infringe, and filing a Notice of Voluntary Dismissal to dispose of the California Lawsuit with respect to the disputes between Leviton and Warehouse Lighting concerning Non-GPG GFCIs.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Leviton and Warehouse Lighting agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **“Affiliate”** means, with respect to any relevant Person, any entity that (i) controls, (ii) is controlled by; or (iii) is controlled by a Person that also controls, such Person where “control” includes direct or indirect control, including any subsidiary, holding company or operating division of such Person from time to time.

1.2 **“Leviton Patents”** means the ‘124 and ‘151 patents and any reissue, reexamination, continuation, and divisional thereof and all foreign counterpart patents and applications. Leviton patents shall not include any continuations-in-part of the ‘124 or ‘151 patents.

1.3 **“Person”** means any individual, any corporation, partnership, limited partnership, limited liability company, joint venture, trust, foundation or other business entity, any non-profit trust, enterprise or institution, or any governmental subdivision, agency or entity.

1.4 **“Leviton”** means Leviton Manufacturing Co., Inc. and its respective affiliates, subsidiaries and parents, and all other corporations, companies and other business entities in which each now or in the future owns or controls, directly or indirectly, more than fifty percent of the outstanding shares, stock or voting rights.

1.5 **“Warehouse Lighting”** means Warehouse Lighting, Inc. and its predecessors and successors in interest, assigns, agents, attorneys, representatives and all parent, subsidiary, holding, affiliate and related corporations, and all officers, directors, shareholders, members, partners, employees and all persons acting by, through, under or in concert with Warehouse Lighting together with their respective affiliates, subsidiaries and parents, and all other corporations, companies and other business entities in which each now or in the future owns or controls, directly or indirectly, more than fifty percent of the outstanding shares, stock or voting rights.

1.6 **“Non-GPG GFCIs”** refers to GFCIs imported, manufactured, used, sold, offered for sale or otherwise distributed by Warehouse Lighting alleged at any time to infringe the Leviton Patents except for GPG Products.

ARTICLE 2: ACKNOWLEDGEMENT OF VALIDITY AND ENFORCEABILITY

2.1 Warehouse Lighting acknowledges that the Leviton Patents are both valid and enforceable. Warehouse Lighting agrees not to challenge at any time or in any manner the validity and enforceability of the Leviton Patents. Warehouse Lighting waives all rights to contest the validity and enforceability of the Leviton Patents. This acknowledgment and waiver does not bind any of Warehouse Lighting’s suppliers, including GPG.

ARTICLE 3: ADMISSION OF INFRINGEMENT, AGREEMENT NOT TO INFRINGE AND TO ENTRY OF CONSENT ORDER

3.1 Warehouse Lighting states that prior to the Effective Date it was importing, making, using, selling, offering for sale and/or otherwise distributing Non-GPG GFCIs that it obtained from Kklite and AH Lighting. Warehouse Lighting has no reason to dispute that the Non-GPG GFCIs were manufactured in China. Warehouse Lighting admits that the Non-GPG GFCIs *infringe one or more claims of each of the Leviton Patents*. Warehouse Lighting agrees not to challenge at any time or in any manner such infringement and it waives all rights to contest such infringement.

3.2 Warehouse Lighting will stop purchasing and importing Non-GPG GFCIs as of the Effective Date. This provision shall not affect Warehouse Lighting's ability to purchase or import GFCIs manufactured, sold, offered for sale, imported, or otherwise distributed by Leviton. This provision also shall not affect Warehouse Lighting's ability to purchase or import Non-GPG GFCIs from any Person with whom Leviton enters into a license agreement subsequent to the Effective Date of this Agreement, which license agreement grants to such Person the right to manufacture, sell, offer for sale, import, and/or otherwise distribute Non-GPG GFCIs under the Leviton Patents.

3.3 Warehouse Lighting will enter into a Consent Order to be filed in the ITC Investigation. A copy of the Consent Order to be filed at the ITC is attached as Appendix A to this Agreement.

3.4 Nothing in this Agreement shall be construed as providing any license, either express or implied, under any intellectual property not specifically set forth in this Agreement. If any court or judicial body should construe this Agreement as a license to continue to import, make, use sell, offer for sale, or exploit any other patent right, this Agreement shall be null and void ab initio, except that Warehouse Lighting shall have no claim, and hereby waives any claim to any refund of any monies paid to Leviton pursuant to this Agreement for purposes of settling past infringement.

ARTICLE 4: REPRESENTATIONS OF WAREHOUSE LIGHTING REGARDING INVENTORY AND PENDING ORDERS

4.1 Warehouse Lighting represents that it presently has no Non-GPG GFCIs in inventory.

4.2 Warehouse Lighting represents that it has no pending order for delivery of Non-GPG GFCIs.

ARTICLE 5: COMPENSATION FOR PAST INFRINGEMENT

5.1 From December 9, 2008, to the present Warehouse Lighting sold sixty (60) Non-GPG GFCIs. Warehouse Lighting agrees to compensate Leviton for the sale of these Non-GPG GFCIs at the rate of Two Dollars (\$2.00) per unit for a total of One Hundred

and Twenty Dollars (\$120.00). Warehouse Lighting shall make this payment contemporaneous with the execution of this Agreement.

5.2 Payment pursuant to paragraphs 5.1 shall be made by wire transfer to the following account:

Bank of America
300 Broad Hollow Road
Melville, NY 11747
Account in the favor of:
Leviton Manufacturing Co., Inc.
Account No. **9390-79-3480**
Account type: Checking

For Wire transfer: **ABA No. 0260-0959-3**

ARTICLE 6: REMEDIES IN THE EVENT OF BREACH

6.1 In the event that Warehouse Lighting breaches this Agreement, Leviton shall be entitled to recover all damages resulting from such breach, as well as all of its attorney fees and costs which it may incur to enforce the terms of this Agreement, and shall further be entitled to recover any and all damages, including a royalty in the amount of Three Dollars (\$3.00) for each and every Non-GPG GFCI unit sold by Warehouse Lighting in breach of this Agreement.

ARTICLE 7: LIMITED RELEASE

7.1 Leviton releases, acquits and forever discharges Warehouse Lighting and its Affiliates, subsidiaries and their successors-in-interest, directors, officers, attorneys, agents and employees from Leviton's claims that the Non-GPG GFCIs infringe the Leviton Patents, which were or could have been raised in the ITC Investigation, the California Lawsuit, or the New Mexico Lawsuit. Notwithstanding the foregoing, this release does not extend to any manufacturers or distributors who manufactured, sold, or provided the Non-GPG GFCIs to Warehouse Lighting. In addition, this release only extends to Warehouse Lighting customers with respect to the Non-GPG GFCIs. This release is also contingent upon the accuracy of the representations by Warehouse Lighting in Section 5. Should the representations in Section 5.1 be found to be false, this release is void.

7.2 Warehouse Lighting releases, acquits and forever discharges Leviton and its Affiliates, subsidiaries and their successors-in-interest, directors, officers, attorneys, agents and employees from any and all claims or liability arising from Leviton's claims that the Non-GPG GFCIs infringe the Leviton Patents.

ARTICLE 8: TERM, TERMINATION AND ASSIGNABILITY

8.1 Leviton, in addition to the other remedies it may have, may at its election terminate this Agreement, effective upon written notice to Warehouse Lighting in the event of a material default or material breach by Warehouse Lighting of any of its obligations under this Agreement, which default or breach remains uncured thirty (30) days after Leviton gives notice.

8.2 This Agreement shall be binding upon and inure to the benefit of the Parties named in this Agreement and their respective successors and permitted assigns. Warehouse Lighting is not permitted to transfer or assign any rights granted in this Agreement without Leviton's written approval and any such attempted assignment shall be void and upon the occurrence of any such attempted assignment, Leviton may, in its sole discretion, terminate the Agreement after no less than thirty (30) days prior written notice to Warehouse Lighting. In the event that Warehouse Lighting (i) merges, consolidates, sells or transfers all or substantially all of its assets or ownership interest to a third party; (ii) merges into or with a third party; or (iii) enters into or takes part in any other transaction or series of transactions that result in a change of control of Warehouse Lighting then the rights granted in this Agreement may be transferable to the surviving or succeeding entity by operation of law or to the extent Leviton provides prior written approval, which shall not be unreasonably withheld.

8.3 No failure or delay on the part of Leviton in exercising its right of termination or cancellation of this Agreement for any one or more causes shall be construed to prejudice Leviton's right of termination or cancellation for such or any other subsequent cause.

8.4 The following provisions survive termination of this Agreement: Articles 2, 3.3-3.4, 4, 5, 6, 7.2, 8, 9, 10 and 11.

ARTICLE 9: TERMINATION OF ITC INVESTIGATION AND THE LAWSUITS

9.1 Within five (5) business days of the Effective Date, the Parties shall execute and file in the ITC Investigation the Joint Motion to Terminate as to Respondent Warehouse-Lighting.com LLC Based on Consent Order, Proposed Stipulation and Consent Order attached as Appendix A.

9.2 Within five (5) business days of the Effective Date, Leviton shall cause its attorneys to execute and file with the United States District Court for the Northern District of California the Notice of Voluntary Dismissal of the claims against Warehouse Lighting.

ARTICLE 10: REPRESENTATIONS AND WARRANTIES

10.1 The Parties represent and warrant that the terms and conditions in this Agreement do not violate their respective Certificates of Incorporation or By-laws and do not conflict with any other agreements to which they are a party or by which they are bound.

10.2 Each Party represents and warrants that all of its Affiliates shall undertake all obligations contained herein as if such Affiliates were directly named as a party to this Agreement. Notwithstanding the foregoing, no right granted under this Agreement shall extend to any Affiliate unless expressly stated in this Agreement.

10.3 Except as specifically set forth in this Agreement, Leviton makes no warranties, either express or implied, as to any matter whatsoever, including without limitation, any warranty or representation as to the validity or enforceability of any of the Leviton Patents.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral to the extent they relate to the Leviton Patents.

11.2 Nothing in this Agreement shall be construed as:

11.2.1 a warranty or representation that the importation, manufacture, sale, offer for sale, lease, import, use or other disposition of Non-GPG GFCIs will be free from infringement of intellectual property rights of third parties, including patents, utility models, trade secrets, trademarks, trade names, copyrights, rights in mask works, or the like;

11.2.2 an agreement to bring or prosecute actions or suits against third parties for infringement or conferring any right to bring or prosecute actions or suits against third parties for infringement;

11.2.3 conferring any rights to use in advertising, publicity or other marketing activities any name, trademark, or other designation of either Party;

11.2.4 conferring by implication, estoppel or otherwise upon either Party any license or other right except the rights expressly granted in this Agreement to a Party;

11.3 Notices. All notices, requests, demands, claims or other communications required by or related to this Agreement shall be in writing. Any notice, request, demand, claim or other communications required or related to this Agreement shall be deemed duly given (i) three (3) business days after it is sent by registered or certified mail, return receipt requested, proper postage prepaid, (ii) one (1) business day following transmission by facsimile when receipt is electronically confirmed (provided that the original shall be contemporaneously sent by first class mail), or (iii) one (1) business day following deposit with a recognized national overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

If to Leviton:

Meir Y. Blonder, Esq.
Chief Intellectual Property Counsel
Leviton Manufacturing Co., Inc.
201 North Service Road
Melville, New York 11747

If to Warehouse Lighting:

Mr. James Abraham
Warehouse-Lighting.com LLC
W. 144 S. 6305 College Ctr.
Muskego, Wisconsin 53150

Any party may give any notice, request, demand, claim or other communication required by or related to this Agreement using other means (including personal delivery, expedited courier, messenger service, telex or email), but no such notice, request, demand, claim or other communication given in such other manner shall be deemed to have been duly given unless and until it is actually delivered to the individual to whom it is intended. Any Party may change the address or designated recipient to which notices, requests, demands, claims or other communications are to be delivered under this Agreement by giving the other Party notice in the manner set forth above.

11.4 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless it is in writing and signed by the Parties. No waiver of any default, misrepresentation or breach of this Agreement shall be valid unless it is in writing and signed by the Party granting such waiver. No waiver by any Party of any default, misrepresentation or breach of this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.

11.5 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the invalid or unenforceable term or provision in any other situation or in any other jurisdiction. If a final judgment of a court or competent jurisdiction declares that any term or provision is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power, which the power the Parties hereby request such court to exercise, to reduce the scope, duration or geographic limitation of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable terms or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

11.6 Captions. The section headings used in this Agreement are for convenience only and shall not be used in interpreting in this Agreement.

11.7 Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. The Parties agree that the United States District Court for the Eastern District of New York shall have jurisdiction over matters relating to this Agreement, including the right to enforce this Agreement.

11.8 The Parties acknowledge that they have entered into this Agreement of their own free will, and have not relied on any inducement by the other Party to enter this Agreement (even if such inducement occurred), nor have they relied on any warranty or representation by the other Party not explicitly set forth in this Agreement (even if such warranties or representations were made).

11.9 Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated under such statute or law, unless the context requires otherwise. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form.


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

11.11 Enforcement Expenses. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable expenses, including attorney fees and costs, incurred in resolving such dispute.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by its duly authorized representative.

LEVITON MANUFACTURING CO., INC.

WAREHOUSE LIGHTING.com
LLC.

By: 

By: 

Name: Meir Blonder

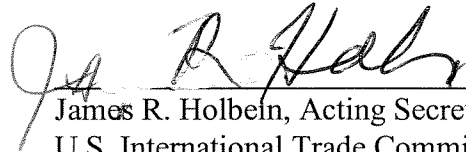
Name: James Abizadeh

**IN THE MATTER CERTAIN GROUND FAULT CIRCUIT
INTERRUPTERS AND PRODUCTS CONTAINING SAME**

337-TA-739

CERTIFICATE OF SERVICE

I, James R. Holbein, hereby certify that the attached **INITIAL DETERMINATION / ORDER NO. 41** has been served upon, **Aarti J. Shah, Esq.**, Commission Investigative Attorney, and the following parties via first class mail and or air mail where necessary on April 11, 2011.


James R. Holbein, Acting Secretary
U.S. International Trade Commission
500 E Street, S.W., RM 112A
Washington, DC 20436

FOR COMPLAINANT LEVITON MANUFACTURING CO., INC:

Larry L. Shatzer, Esq.
WILSON SONSINI GOODRICH & ROSATI
1700 K Street, NW, 5th Floor
Washington, DC 20006

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

**FOR RESPONDENTS FUJIAN HONOGAN ELECTRIC CO. LTD., THE DESIGNERS
EDGE, INC. & ZHEJIANG TRIMONE CO. LTD**

Gary M. Hnath, Esq.
MAYER BROWN LLP
1999 K Street, N.W.
Washington, DC 20006

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

RESPONDENT NORCROSS ELECTRIC SUPPLY COMPANY

4190 Capital View Drive
Suwanee, GA 30024

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

**IN THE MATTER CERTAIN GROUND FAULT CIRCUIT
INTERRUPTERS AND PRODUCTS CONTAINING SAME**

337-TA-739

FOR RESPONDENTS CENTRAL PURCHASING, LLC & HARBOR FREIGHT TOOLS

Louis S. Mastriani, Esq.
ADDUCI, MASTRIANI & SCHAUMBERG, LLP
1200 Seventeenth Street, N.W., Fifth Floor
Washington, DC 20036

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

**FOR RESPONDENTS SHANGHAI ELE MANUFACTURING; SHANGHAI JIA AO
ELECTRICAL CO., LTD.; ORBIT INDUSTRIES, INC. & AMERICAN ELECTRIC
DEPOT, INC.**

Tony Chen, Esq.
CAYWIN LAW GROUP
1901 Avenue Of the Stars, Suite 200
Los Angeles, CA 90067

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

READY WHOLESALE ELECTRIC AND LIGHTING, INC
d/b/a Ready Wholesale Electric Supply
18315 Sherman Way
Reseda, CA 91335

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

SUTHERLAND LUMBER COMPANY
d/b/a Sutherlands
4000 Main Street
Kansas City, MO 64111

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

PUBLIC MAILING LIST

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

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____

Kenneth Clair
THOMSON WEST
1100 Thirteenth Street, NW, Suite 200
Washington, DC 20005

Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 Other: _____