

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

**In the Matter of**

**CERTAIN TONER CARTRIDGES AND  
COMPONENTS THEREOF**

**Inv. No. 337-TA-731**

**ORDER NO. 11: INITIAL DETERMINATION GRANTING UNOPPOSED MOTION  
TO TERMINATE THE INVESTIGATION IN ITS ENTIRETY  
BASED UPON A CONSENT ORDER**

(April 8, 2011)

On April 6, 2011, Complainants and Respondents jointly filed a motion to terminate the Investigation in its entirety by reason of a consent order stipulation (“Stipulation”). (Motion Docket No. 731-005.) In support of their motion, Complainants and Respondents argue that entry of the proposed consent order is in the public interest because private resolution of this dispute will “conserve resources” and “avoid needless litigation.” (Mot. at 2.)

On April 7, 2011, the Commission Investigative Staff (“Staff”) filed a response supporting the motion. Staff agrees that the Investigation should be terminated on the basis of the proposed consent order. (Staff Resp. at 1.)

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 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).

Here, the private parties 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, Respondents agree that “upon entry of the Consent Order, they will not import into the United States, sell for importation into the United States, or sell or offer for sale in the United States after importation, or knowingly aid, abet, encourage, participate in, or induce the 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, the ACCUSED PRODUCT or any other toner cartridge or photosensitive drum having a portion designed to interface with an OEM LBP (said portion hereinafter referred to as a “Projection”) that is substantially the same as the Projection in any of the ACCUSED PRODUCTS (as illustrated, for example, in the Figures in any of Exhibits 8-22 of the ITC COMPLAINT) except under consent or license from Canon, its

successors, or assignees.” (See Stipulation at ¶¶21, 26.) Respondents further stipulate that they will verify under oath to the Commission within three (3) months after issuance of a consent order that Respondents have no more accused product inventory in the United States. (*Id.* at ¶27.)

Rule 210.21(c)(3)(i)(A)(1) requires that the Stipulation contain an admission of all jurisdictional facts. Respondents have admitted to *in personam*, *in rem*, and subject matter jurisdiction. (*Id.* at ¶23.)

In accordance with Commission Rule 210.21(c), the Stipulation also contains: an express waiver by Respondents of all rights to seek judicial review or otherwise challenge or contest the validity of the consent order; a statement that Respondents 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 Respondents will not seek to challenge the asserted patents in any administrative or judicial proceeding to enforce the consent order. (Stipulation at ¶¶ 29-33.)


The effect of this proposed consent order would be to terminate the Investigation. As noted above, movants argue that termination is in the public interest. (Mot. at 2.) Staff believes termination would not be contrary to the public interest. (Staff Resp. at 1, 5.) 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. 731-005 should be GRANTED and the Investigation terminated in its entirety.

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  
WASHINGTON, D.C.**

**Before the Honorable E. James Gildea  
Administrative Law Judge**

**In the Matter of**

**CERTAIN TONER CARTRIDGES AND  
COMPONENTS THEREOF**

Investigation No. 337-TA-731

**CONSENT ORDER STIPULATION**

WHEREAS, Complainants Canon Inc., Canon U.S.A., Inc., and Canon Virginia, Inc. (collectively, "Canon") filed a Complaint before the United States International Trade Commission (the "Commission") on June 28, 2010, alleging unfair acts in the importation into, sale for importation into, and sale after importation into the United States of certain toner cartridges and components thereof by Respondents Ninestar Image Int'l Ltd., Ninestar Technology Co., Ltd., Ninestar Management Co., Ltd., Zhuhai Seine Technology Co., Ltd., Seine Image Int'l Co., Ltd., Ninestar Image Co., Ltd., Ziprint Image Corp., Nano Pacific Corp., Ninestar Tech. Co., Ltd., Town Sky, Inc., ACM Technologies, Inc., LD Products, Inc., Printer Essentials.com, Inc., XSE Group, Inc., Copy Technologies, Inc., Red Powers, Inc., Direct Billing International, Inc., Compu-Imaging, Inc., EIS Office Solutions, Inc., and 123 Refills, Inc. (collectively, "Respondents") that infringe claims 128-130, 132, 133 and 139-143 of U.S. Patent No. 5,903,803 ("the '803 patent") and claims 24-30 of U.S. Patent No. 6,128,454 ("the '454 patent") (collectively, "Asserted Patents").

WHEREAS, the Commission instituted this Investigation under Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337, as Investigation No. 337-TA-731, based upon the allegations contained in the Complaint filed by Canon; and

WHEREAS, Respondents agree to the entry of a Consent Order by the Commission in the form attached hereto as Exhibit A;

NOW, THEREFORE, pursuant to Commission Rule 210.21(c)(1)(ii) and (c)(3)(i), Respondents stipulate and agree as follows in connection with their Motion for Termination of the Investigation based upon a Consent Order:

1. Respondent Ninestar Image Int'l Ltd. is an entity registered in the British Virgin Islands, with its principal place of business located at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands.
2. Respondent Ninestar Technology Co., Ltd. is an entity registered in both China and Hong Kong, with its principal place of business located at Building 5, No. 63, Mingzhubei Road, Xiangzhou District, Zhuhai, China 519075.
3. Respondent Ninestar Management Co., Ltd. is an entity registered in China, with its principal place of business located at 7/F, Building 3, No. 63, Mingzhubei Road, Xiangzhou District, Zhuhai, China 519075.
4. Respondent Zhuhai Seine Technology Co., Ltd. is an entity registered in China, with its principal place of business located at 3/F, Building 1, No. 63, Mingzhubei Road, Xiangzhou District, Zhuhai, China 519075.
5. Respondent Seine Image Int'l Co., Ltd. is an entity registered in Hong Kong, with its principal place of business located at Unit 18, 9/F, New Commerce Centre, No. 9 On Lai Street, Shatin, Hong Kong.

6. Respondent Ninestar Image Co., Ltd. is an entity registered in Hong Kong and China, with its principal place of business located at Unit 18, 9/F, New Commerce Centre, No. 9 On Lai Street, Shatin, Hong Kong.

7. Respondent Ziprint Image Corp. is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 19805 Harrison Ave., Walnut, California 91789.

8. Respondent Nano Pacific Corp. is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 377 Swift Ave., South San Francisco, California 94080.

9. Respondent Ninestar Tech. Co., Ltd. is an entity organized and existing under the laws of the State of New Jersey, with its principal place of business located at 17950 East Ajax Circle, City of Industry, California 91748.

10. Respondent Town Sky, Inc. is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 5 S. Linden Ave., Suite 4, South San Francisco, California 94080.

11. Respondent ACM Technologies, Inc. is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 2535 Research Drive, Corona, California 92882.

12. Respondent LD Products, Inc. is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 2500 Grand Ave., Long Beach, California 90815.

13. Respondent Printer Essentials.com, Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 5190 Neil Rd., Ste. 205, Reno, Nevada 89502.

14. Respondent XSE Group, Inc. d/b/a Image Star is a corporation organized and existing under the laws of the State of Connecticut, with its principal place of business located at 35 Philmack Dr., Middletown, Connecticut 06457.

15. Respondent Copy Technologies, Inc. is a corporation organized and existing under the laws of the State of Georgia, with its principal place of business located at 130 James Aldredge Blvd. S.W., Atlanta, Georgia 30336.

16. Respondent Red Powers, Inc. d/b/a LaptopTraveller.com is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 120 West Grand Ave. #205, Alhambra, California 91801.

17. Respondent Direct Billing International, Inc. d/b/a OfficeSupplyOutfitters.com is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 5910 Sea Lion Place, Suite 100, Carlsbad, California 92010.

18. Respondent Compu-Imaging, Inc. is a corporation organized and existing under the laws of the State of Florida, with its principal place of business located at 8880 N.W. 18th Terrace, Doral, Florida 33172.

19. Respondent EIS Office Solutions, Inc. is a corporation organized and existing under the laws of the State of Texas, with its principal place of business located at 5803 Sovereign Drive, Suite 214, Houston, Texas 77036.

20. Respondent 123 Refills, Inc. is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 4981 Irwindale Ave., Suite 200, Irwindale, California 91706.

21. "Accused Products" shall mean all products that are accused of infringement in this Investigation with respect to the Asserted Patents, including without limitation toner cartridges having the following designations: NT-C0106, NT-C0306, NT-C0706, NT-C0FX6F, NT-C0FX6, NT-C0FX7QF, NT-C0FX7Q, NT-C0S35F/FX8, NT-C0S35QF, NT-Cartridge T, NT-C0S35Q, NT-C0FX9, NT-CFX10, NT-C0304, NT-C0104, NT-C0L50QF, NT-C0L50Q, NT-C0X25QF, NT-CEP26, NT-CEP27, NT-C0X25Q, NT-C4096F, NT-C4096, NT-C4127XF, NT-C4127X, NT-C4129XF, NT-C4129X, NT-C7115F, NT-C7115, NT-C7115XF, NT-C7115X, NT-C8061XF, NT-C8061X, NT-C8061-XCF, NT-C8543XCF, NT-C8543X, NT-C2610CF, NT-C2610, NT-C2612, NT-H2612, NT-C2612X, NT-C2613F, NT-C2613, NT-C2613XF, NT-C2613X, NT-C2613XCF, NT-C2624, NT-C2624XF, NT-C2624X, NT-C0435C, NT-C0435, NT-C0436C, NT-C0436, NT-C0364C, NT-C0364, NT-0364CQF, NT-C0364Q, NT-C0364XCQF, NT-0364XQ, NT-C5942C, Q1338A, NT-C5942, NT-C5942CFU, NT-C5942U, NT-C5942XCFU, NT-C5942XU, NT-C5945XCFU, NT-C1338XCFU, NT-C1339, NT-C5942X, NT-C5945XU, NT-C1338XU, NT-C5949CF, NT-C5949, NT-C5949XCF, NT-C5949X, NT-C6511C, NT-C6511, NT-C6511CF, OA-4TC6511CF, NT-C6511XC, NT-C6511X, NT-C6511XCQF, NT-C6511XQ, NT-C7516XC, NT-C7516X, NT-C7551CF, NT-C7551, NT-C7551XCQF, NT-C7551XQ, NT-C7553F, NT-C7553, NT-C7553XF, NT-C7553X, NT-C0278C, NT-C0278, NT-C0285C, NT-C0285, HE-CB436A, HE-CC364X, NT-C0364C, NT-C0364, CT436A, Q6511A;CPT, CC364A;CPT, 64A, 6511A, NT-C0364C, NT-C0364, HE-CC364A, NT-C0364C,

NT-C0364, WL-CB436, CTCB436A, CTCB436, NT-C0436, CT7115A, NT-C0364XCQF and NT-C0364XQ.

22. Respondents stipulate to entry of a Consent Order in the form attached hereto as Exhibit A.

23. The Commission has in rem jurisdiction over Respondents' toner cartridges and components thereof, which form the basis of this Investigation, the Commission has in personam jurisdiction over Respondents for purposes of the Consent Order, and the Commission has subject matter jurisdiction in this Investigation.

24. By its execution of this Consent Order Stipulation, each Respondent admits and acknowledges that solely for the purposes of this Investigation and enforcement of the Consent Order, each of claims 128-130, 132, 133 and 139-143 of the '803 patent and claims 24-30 of the '454 patent ("the Asserted Claims") is valid and enforceable.

25. The signing of this Consent Order Stipulation is for settlement purposes only and does not constitute admission by any Respondent that an unfair act has been committed.

26. Respondents agree that upon entry of the Consent Order, they will not import into the United States, sell for importation into the United States, or sell or offer for sale in the United States after importation, or knowingly aid, abet, encourage, participate in, or induce the 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, the ACCUSED PRODUCT or any other toner cartridge or photosensitive drum having a portion designed to interface with an OEM LBP (said portion hereinafter referred to as a "Projection") that is substantially the same as the Projection in any of the ACCUSED PRODUCTS (as illustrated, for example, in the Figures in any

of Exhibits 8-22 of the ITC COMPLAINT) except under consent or license from Canon, its successors, or assignees.

27. Respondents shall verify under oath to the Commission within three (3) months after issuance of this Consent Order that Respondents have no units of the Accused Products in inventory in the United States. Any failure to make the required report or the filing of false or inaccurate reports shall constitute a violation of this Consent Order.

28. In determining whether Respondents are in violation of the Consent Order, the Commission may infer facts adverse to Respondents if Respondents fail to provide adequate or timely information. The Commission may impose a “civil penalty for each day on which an importation of articles, or their sale, occurs in violation of the order of not more than the greater of \$100,000 or twice the domestic value of the articles entered or sold on such day in violation of the order.” 19 U.S.C. § 1337(f)(2).

29. Respondents expressly waive all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order.

30. Respondents 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. § 210.

31. The enforcement, modification, and 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. § 210, which is incorporated herein by reference.

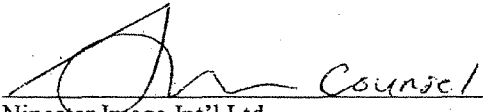
32. The Consent Order shall not apply with respect to any claim of any Asserted Patent that has expired or been found or adjudicated invalid or unenforceable by the Commission or a

court or agency of competent jurisdiction, provided that such finding or judgment has become final and nonreviewable.

33. Respondents will not seek to challenge the validity or enforceability of the Asserted Patents in any administrative or judicial proceeding to enforce the Consent Order.

34. The undersigned are authorized to sign this Consent Order Stipulation on behalf of Respondents.

IN WITNESS WHEREOF, a duly authorized representative of each Respondent has caused this Consent Order Stipulation to be executed as of the date indicated below.

Date: <u>3/17/11</u>	 Ninestar Image Int'l Ltd.
Date: _____	_____ Ninestar Technology Co., Ltd.
Date: _____	_____ Ninestar Management Co., Ltd.
Date: _____	_____ Zhuhai Seine Technology Co., Ltd.
Date: _____	_____ Seine Image Int'l Co., Ltd.
Date: _____	_____ Ninestar Image Co., Ltd.
Date: _____	_____ Ziprint Image Corp.

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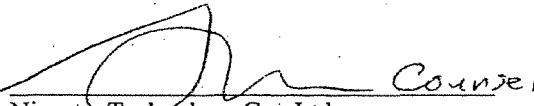
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Date: \_\_\_\_\_

\_\_\_\_\_  
Ninestar Image Int'l Ltd.

Date: 3/17/11

  
\_\_\_\_\_  
Ninestar Technology Co., Ltd. Counsel

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

\_\_\_\_\_  
Ninestar Management Co., Ltd.

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

\_\_\_\_\_  
Zhuhai Seine Technology Co., Ltd.

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

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\_\_\_\_\_  
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\_\_\_\_\_  
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Date: 3/17/11

 *Counsel*  
\_\_\_\_\_  
Ninestar Management Co., Ltd.

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

\_\_\_\_\_  
Zhuhai Seine Technology Co., Ltd.

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

\_\_\_\_\_  
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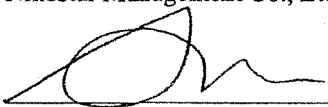
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 Counsel  
\_\_\_\_\_  
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Date: 3/17/11

 *Counsel*  
\_\_\_\_\_  
Seine Image Int'l Co., Ltd.

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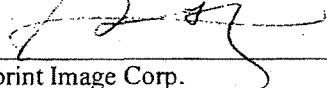
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Date: \_\_\_\_\_

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

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

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

\_\_\_\_\_ Printer Essentials.com, Inc.

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

\_\_\_\_\_ XSE Group, Inc.

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

\_\_\_\_\_ Copy Technologies, Inc.

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

\_\_\_\_\_ Red Powers, Inc.

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

\_\_\_\_\_ Direct Billing International, Inc.

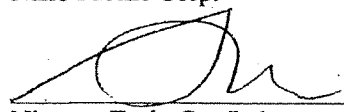
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Nano Pacific Corp.

Date: 3/17/11

 Counsel  
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Ninestar Tech. Co., Ltd.

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

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Town Sky, Inc.

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

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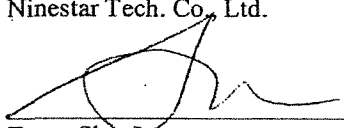
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Nano Pacific Corp.

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

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Ninestar Tech. Co., Ltd.

Date: 3/17/11

  
\_\_\_\_\_  
Town Sky, Inc.

*Counsel*

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

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ACM Technologies, Inc.

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

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LD Products, Inc.

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

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Printer Essentials.com, Inc.

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

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XSE Group, Inc.

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

\_\_\_\_\_  
Copy Technologies, Inc.

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

\_\_\_\_\_  
Red Powers, Inc.

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

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Direct Billing International, Inc.

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Compu-Imaging, Inc.

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Nano Pacific Corp.

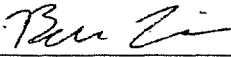
Date: \_\_\_\_\_

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Ninestar Tech. Co., Ltd.

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

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Town Sky, Inc.

Date: 3-31-11

  
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ACM Technologies, Inc.

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LD Products, Inc.

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Printer Essentials.com, Inc.

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Nano Pacific Corp.

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

Ninestar Tech. Co., Ltd.

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

Town Sky, Inc.

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

ACM Technologies, Inc.

Date: 4/4/11

*Sawyer*  
LD Products, Inc.

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

Printer Essentials.com, Inc.

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

XSE Group, Inc.

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

Copy Technologies, Inc.

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Red Powers, Inc.

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Nano Pacific Corp.

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

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Ninestar Tech. Co., Ltd.

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Town Sky, Inc.

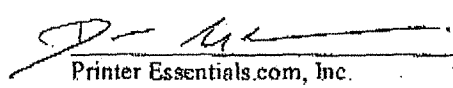
Date: \_\_\_\_\_

\_\_\_\_\_  
ACM Technologies, Inc.

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

\_\_\_\_\_  
LD Products, Inc.

Date: 3/31/11

 CEO/President  
Printer Essentials.com, Inc.

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

\_\_\_\_\_  
XSE Group, Inc.

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

\_\_\_\_\_  
Copy Technologies, Inc.

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

\_\_\_\_\_  
Red Powers, Inc.

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

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Direct Billing International, Inc.

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

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Compu-Imaging, Inc.

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

Nano Pacific Corp.

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

Ninestar Tech. Co., Ltd.

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

Town Sky, Inc.

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

ACM Technologies, Inc.

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

LD Products, Inc.

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

Printer Essentials.com, Inc.

Date: 3/16/2011

*Charles Antell, DIRECTOR*  
XSE Group, Inc.

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

Copy Technologies, Inc.

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

Red Powers, Inc.

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

Direct Billing International, Inc.

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

Compu-Imaging, Inc.

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

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Nano Pacific Corp.

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

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Ninestar Tech. Co., Ltd.

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Town Sky, Inc.

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ACM Technologies, Inc.

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LD Products, Inc.

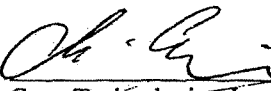
Date: \_\_\_\_\_

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Printer Essentials.com, Inc.

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XSE Group, Inc.

Date: 3/30/11

  
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Copy Technologies, Inc.

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Red Powers, Inc.

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Compu-Imaging, Inc.

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Nano Pacific Corp.

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Ninestar Tech. Co., Ltd.

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Printer Essentials.com, Inc.

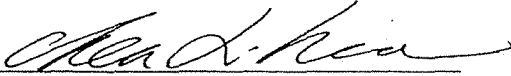
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XSE Group, Inc.

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Copy Technologies, Inc.

Date: 3-17-2011

  
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Red Powers, Inc.

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Direct Billing International, Inc.

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Compu-Imaging, Inc.

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

Nano Pacific Corp.

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

Ninestar Tech. Co., Ltd.

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

Town Sky, Inc.

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

ACM Technologies, Inc.

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LD Products, Inc.

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

Printer Essentials.com, Inc.

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

XSE Group, Inc.

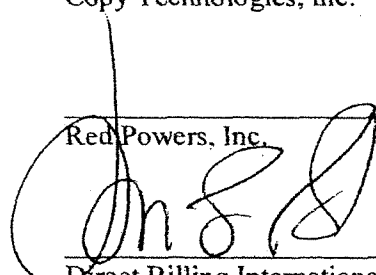
Date: \_\_\_\_\_

Copy Technologies, Inc.

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

Red Powers, Inc.

Date: 3-30-2011

 - PRESIDENT

Direct Billing International, Inc.

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

Compu-Imaging, Inc.

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

Nano Pacific Corp.

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

Ninestar Tech. Co., Ltd.

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

Town Sky, Inc.

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

ACM Technologies, Inc.

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LD Products, Inc.

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Printer Essentials.com, Inc.

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XSE Group, Inc.

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Copy Technologies, Inc.

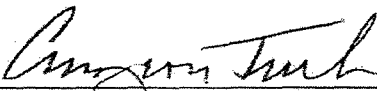
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Red Powers, Inc.

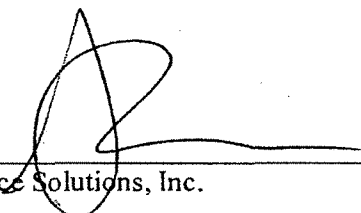
Date: \_\_\_\_\_

Direct Billing International, Inc.

Date: 3-31-11

  
Compu-Imaging, Inc.

Date: 3-16-11

  
\_\_\_\_\_  
EIS Office Solutions, Inc.

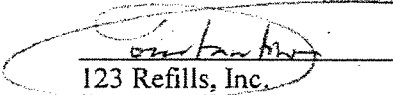
Date: \_\_\_\_\_

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123 Refills, Inc.

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

\_\_\_\_\_  
EIS Office Solutions, Inc.

Date: 03/31/2011

  
\_\_\_\_\_  
123 Refills, Inc.

# **EXHIBIT A**

UNITED STATES INTERNATIONAL TRADE COMMISSION  
WASHINGTON, D.C.

Before the Honorable E. James Gildea  
Administrative Law Judge

In the Matter of

CERTAIN TONER CARTRIDGES AND  
COMPONENTS THEREOF

Investigation No. 337-TA-731

**[PROPOSED] CONSENT ORDER**

The United States International Trade 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 Complaint filed by Complainants Canon Inc., Canon U.S.A., Inc., and Canon Virginia, Inc. (collectively, "Canon"), which allege unfair acts in the importation into, sale for importation into, and sale after importation into the United States of certain toner cartridges and components thereof by Respondents Ninestar Image Int'l Ltd., Ninestar Technology Co., Ltd., Ninestar Management Co., Ltd., Zhuhai Seine Technology Co., Ltd., Seine Image Int'l Co., Ltd., Ninestar Image Co., Ltd., Ziprint Image Corp., Nano Pacific Corp., Ninestar Tech. Co., Ltd., Town Sky, Inc., ACM Technologies, Inc., LD Products, Inc., Printer Essentials.com, Inc., XSE Group, Inc., Copy Technologies, Inc., Red Powers, Inc., Direct Billing International, Inc.,

Compu-Imaging, Inc., EIS Office Solutions, Inc., and 123 Refills, Inc. (collectively, “Respondents”) that infringe claims 128-130, 132, 133 and 139-143 of U.S. Patent No. 5,903,803 (“the ‘803 patent”) and claims 24-30 of U.S. Patent No. 6,128,454 (“the ‘454 patent”) (collectively, “Asserted Patents”).

Respondents have executed a Consent Order Stipulation in which they agree to entry of this Consent Order and to all waivers and other provisions as required by the Commission’s Rules of Practice and Procedure. Canon and Respondents have filed a joint Motion for Termination of the Investigation based upon a Consent Order.

IT IS HEREBY ORDERED THAT:

1. “Accused Products” shall mean all products that are accused of infringement in this Investigation with respect to the Asserted Patents, including without limitation toner cartridges having the following designations: NT-C0106, NT-C0306, NT-C0706, NT-C0FX6F, NT-C0FX6, NT-C0FX7QF, NT-C0FX7Q, NT-C0S35F/FX8, NT-C0S35QF, NT-Cartridge T, NT-C0S35Q, NT-C0FX9, NT-CFX10, NT-C0304, NT-C0104, NT-C0L50QF, NT-C0L50Q, NT-C0X25QF, NT-CEP26, NT-CEP27, NT-C0X25Q, NT-C4096F, NT-C4096, NT-C4127XF, NT-C4127X, NT-C4129XF, NT-C4129X, NT-C7115F, NT-C7115, NT-C7115XF, NT-C7115X, NT-C8061XF, NT-C8061X, NT-C8061-XCF, NT-C8543XCF, NT-C8543X, NT-C2610CF, NT-C2610, NT-C2612, NT-H2612, NT-C2612X, NT-C2613F, NT-C2613, NT-C2613XF, NT-C2613X,

NT-C2613XCF, NT-C2624, NT-C2624XF, NT-C2624X, NT-C0435C, NT-C0435, NT-C0436C,  
NT-C0436, NT-C0364C, NT-C0364, NT-0364CQF, NT-C0364Q, NT-C0364XCQF,  
NT-0364XQ, NT-C5942C, Q1338A, NT-C5942, NT-C5942CFU, NT-C5942U, NT-C5942XCFU,  
NT-C5942XU, NT-C5945XCFU, NT-C1338XCFU, NT-C1339, NT-C5942X, NT-C5945XU,  
NT-C1338XU, NT-C5949CF, NT-C5949, NT-C5949XCF, NT-C5949X, NT-C6511C,  
NT-C6511, NT-C6511CF, OA-4TC6511CF, NT-C6511XC, NT-C6511X, NT-C6511XCQF,  
NT-C6511XQ, NT-C7516XC, NT-C7516X, NT-C7551CF, NT-C7551, NT-C7551XCQF,  
NT-C7551XQ, NT-C7553F, NT-C7553, NT-C7553XF, NT-C7553X, NT-C0278C, NT-C0278,  
NT-C0285C, NT-C0285, HE-CB436A, HE-CC364X, NT-C0364C, NT-C0364, CT436A,  
Q6511A;CPT, CC364A;CPT, 64A, 6511A, NT-C0364C, NT-C0364, HE-CC364A, NT-C0364C,  
NT-C0364, WL-CB436, CTCB436A, CTCB436, NT-C0436, CT7115A, NT-C0364XCQF and  
NT-C0364XQ.

2. Each Respondent admits and acknowledges that solely for the purposes of this Investigation and enforcement of this Consent Order, each of claims 128-130, 132, 133 and 139-143 of the '803 patent and claims 24-30 of the '454 patent ("the Asserted Claims") is valid and enforceable.

3. Upon entry of this Consent Order, Respondents, without admitting any alleged wrongdoing, shall not import into the United States, sell for importation into the United States, or

sell or offer for sale in the United States after importation, or knowingly aid, abet, encourage, participate in, or induce the 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 PRODUCT or any other toner cartridge or photosensitive drum having a portion designed to interface with an OEM LBP (said portion hereinafter referred to as a "Projection") that is substantially the same as the Projection in any of the ACCUSED PRODUCTS (as illustrated, for example, in the Figures in any of Exhibits 8-22 of the ITC COMPLAINT) except under consent or license from Canon, its successors, or assignees.

4. Respondents shall verify under oath to the Commission within three (3) months after issuance of this Consent Order that Respondents have no units of the Accused Products in inventory in the United States. Any failure to make the required report or the filing of false or inaccurate reports shall constitute a violation of this Consent Order.

5. This Consent Order shall be applicable to and binding upon each Respondent and its officers, directors, agents, servants, employees, and all persons, firms, corporations, successors, assigns, or other entities acting or purporting to act on Respondent's behalf or under the direction or authority of Respondent.

6. Respondents shall be precluded from seeking judicial review or otherwise challenging or contesting the validity of this Consent Order.

7. Respondents 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. § 210.

8. Respondents shall not seek to challenge the validity or enforceability of the Asserted Patents in any administrative or judicial proceeding to enforce this Consent Order.

9. Upon the expiration of an Asserted Patent, this Consent Order shall become null and void as to that Asserted Patent.

10. If any claim of any Asserted Patent is found or adjudicated invalid or unenforceable by the Commission or 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 any such invalid or unenforceable claims.

11. This Investigation is hereby terminated; provided, however, that enforcement, modification, or revocation of this Consent Order shall be carried out pursuant to Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. § 210. In determining whether Respondents are in violation of this Consent Order, the Commission may infer facts adverse to Respondents if Respondents fail to provide adequate or timely information. The Commission may impose a "civil penalty for each day on which an importation of articles, or their sale, occurs in violation of the order of not more than the greater of \$100,000 or twice the domestic value of the articles entered or sold on such day in violation of

the order.” 19 U.S.C. § 1337(f)(2). The Commission’s assessment of any such penalty shall have the force of a judgment, and liability for payment of such penalty shall accrue upon administrative assessment by the Commission.

BY ORDER OF THE COMMISSION:

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

\_\_\_\_\_


James R. Holbein, Acting Secretary

IN THE MATTER OF CERTAIN TONER  
CARTRIDGES AND COMPONENTS  
THEREOF

337-TA-731

PUBLIC CERTIFICATE OF SERVICE

I, James R. Holbein, hereby certify that the attached **ORDER 11 INITIAL DETERMINATION** has been served upon the Commission Investigative Attorney, **Lisa A. Murray, Esq.**, and the following parties as indicated on **APR 08 2011**

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

FOR COMPLAINANTS CANON INC., CANON U.S.A., INC., CANON VIRGINIA, INC.:

Nicholas M. Cannella, Esq.  
**FITZPATRICK, CELLA, HARPER  
& SCINTO**  
1290 Avenue of the Americas  
New York, NY 10104  
P: 212-218-2100

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

FOR RESPONDENTS ZHUHAI SEINE TECHNOLOGY CO., LTD., NINESTAR IMAGE INT'L, LTD., NINESTAR TECHNOLOGY CO., LTD., NINESTAR MANAGEMENT CO., LTD., SEINE IMAGE INT'L CO., LTD., NINESTAR IMAGE CO., LTD., ZIPPRINT IMAGE CORP., NANO PACIFIC CORP., NINESTAR TECH. CO., LTD., TOWN SKY, INC., COPY TECHNOLOGIES, INC., RED POWERS, INC., DIRECT BILLING INTERNATIONAL, INC., COMPU-IMAGING, INC., EIS OFFICE SOLUTIONS, INC., 123 REFILLS, INC., ACM TECHNOLOGIES, INC., LD PRODUCTS, INC., PRINTER ESSENTIALS.COM, INC., AND XSE GROUP INC.

Gary M. Hnath  
**MAYER BROWN LLP**  
1999 K Street, NW  
Washington, DC 20006  
P: 202-263-3040

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

**IN THE MATTER OF CERTAIN TONER  
CARTRIDGES AND COMPONENTS  
THEREOF**

337-TA-731

**PUBLIC CERTIFICATE OF SERVICE – PAGE TWO**

**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 13th Street, NW, Suite 200  
Washington, DC 20005

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