

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN INKJET INK CARTRIDGES
WITH PRINTHEADS AND
COMPONENTS THEREOF**

Inv. No. 337-TA-723

**ORDER NO. 17: INITIAL DETERMINATION GRANTING MOTION TO
TERMINATE THE INVESTIGATION AS TO RESPONDENT
SINOTIME BASED UPON A SETTLEMENT AGREEMENT**

(November 10, 2010)

On October 27, 2010, complainants Hewlett-Packard Company and Hewlett-Packard Development Company, L.P. (“HP”) filed a motion to terminate the investigation as to respondent SinoTime Technologies, Inc. d/b/a All Colors (“SinoTime”) on the basis of a settlement agreement. (Motion Docket No. 723-011.) On November 10, 2010, the Commission Investigative Staff (“Staff”) filed a response supporting the motion.

The Commission’s Rules provide that “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing, or other agreement...” 19 CFR § 210.21(a)(2). In the instant investigation, the motion to terminate is based on a settlement agreement between HP and SinoTime. The moving papers state, in compliance with 19 CFR § 210.21(b)(1), that “there are no other agreements, written or oral, express or implied, between [HP and SinoTime] concerning the subject matter of this Investigation.” (Mot. at 1.)

The motion also contains, as attachments, copies of the public and confidential versions of the settlement agreement as required by 19 CFR § 210.21(b)(1). The public settlement agreement is attached hereto as Exhibit A.

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


The motion asserts that “Commission policy and the public interest generally favor settlements.” (Mot. at 2.) Staff supports the motion to terminate, stating that it is not aware of any information indicating that termination of this investigation on the basis of the settlement agreement is 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 3.) I find that termination of this investigation does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers.

ORDER

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

Pursuant to 19 CFR § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 CFR § 210.43(a), or the Commission, pursuant to 19 CFR § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues herein.

SO ORDERED.



Robert K. Rogers, Jr.
Administrative Law Judge

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into effect as of 10/21 /2010 (the “**Effective Date**”) by and between Hewlett-Packard Company and Hewlett-Packard Development Company, L.P. (collectively “**HP**”), having a place of business at 3000 Hanover Street, Palo Alto, California 94304 and SinoTime Technologies, Inc. d/b/a All Colors (“**SinoTime**”), having a place of business at 3100 N.W. 72nd Ave. # 106, Miami, Florida 33122. HP and SinoTime may be referred to herein separately as a “**Party**” and together as the “**Parties**.”

RECITALS

A. HP filed a complaint in the United States International Trade Commission against **SinoTime** and others on or about May 25, 2010, which resulted in the investigation entitled In the Matter of Certain Inkjet Ink Cartridges With Printheads and Components Thereof, Investigation No. 337-TA-723 (“**The ITC Action**”) and a Complaint for Patent Infringement entitled Hewlett Company v. MicroJet Technology Co., Ltd. et al., in the United States District Court for the Northern District of California, Case No. 10-CV-02175, also filed on or about May 20, 2010 (the “**District Court Action**”). The ITC Action and the District Court Actions are collectively referred to as the “**Actions**”).

B. HP and **SinoTime** desire to settle amicably the Actions and to provide a means of potentially resolving other and future disputes.

TERMS AND COVENANTS

In mutual consideration of the promises and obligations set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

2. **AGREEMENT TO CEASE AND DESIST**

3. COVENANTS NOT TO SUE AND DISMISSALS

4. DISPUTE RESOLUTION

5. **TERM AND REMEDIES**

6. **CONFIDENTIALITY AND PUBLICITY**

7. **NOTICES**

8. **MISCELLANEOUS**

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated below.

For Hewlett-Packard Company

Matthew Barkley
[Signature]

Date: 10/19/2010

Matthew Barkley
[Printed Name]

Title: IP/Brand Protection
Program Manager

For Hewlett-Packard Development Company, L.P.

Bruce H. Warrens Jr
[Signature]

Date: 10/21/10

Bruce H. Warrens Jr
[Printed Name]

Title: MANAGER

For SinoTime

Celine Jiang
[Signature]

Date: 10/14/10

CELINE JIANG
[Printed Name]

Title: DIRECTOR

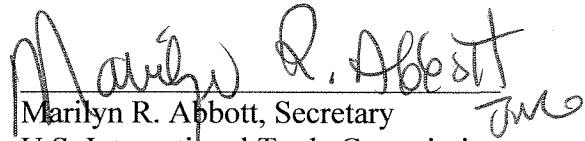
Exhibit B
Products-at-Issue

**CERTAIN INKJET INK CARTRIDGES
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Inv. No. 337-TA-723

PUBLIC CERTIFICATE OF SERVICE

I, Marilyn R. Abbott, hereby certify that the attached **ORDER** was served upon **Rett Snotherly, Esq.**, Commission Investigative Attorney, and the following parties via first class mail delivery on November 10, 2010


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

**FOR COMPLAINANTS HEWLETT-PACKARD COMPANY and HEWLETT-
PACKARD DEVELOPMENT COMPANY L.P.:**

Ahmed J. Davis, Esq.
FISH & RICHARDSON P.C.
1425 K Street NW
11th Floor
Washington, DC 20005

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

**FOR RESPONDENTS MIPO TECHNOLOGY LIMITED and MIPO SCIENCE &
TECHNOLOGY CO., LTD.**

John P. Fry, Esq.
MORRIS, MANNING & MARTIN, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326

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

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PUBLIC CERTIFICATE OF SERVICE PAGE 2

FOR RESPONDENT ASIA PACIFIC MICROSYSTEMS, INC.

Scott M. Daniels, Esq.
**WESTERMAN, HATTORI, DANIELS
& ADRIAN, LLP**
1250 Connecticut Avenue NW
Suite 700
Washington, DC 20036

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

**FOR RESPONDENTS MEXTEC d/b/a MIPO AMERICA LTD., and SINOTIME
TECHNOLOGIES, INC.:**

Hongwei Shang, Esq
THE LAW OFFICE OF HONGWEI SHANG, LLC
9100 S. Dadeland Boulevard
Suite 1500
Miami, FL 33156

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

RESPONDENTS:

PTC Holding Limited
Room B, 5/F, Mai Tak Industrial Building 221
Wai Yip Street, Kwun Tong, Kowloon
Hong Kong

- Via Hand Delivery
 Via Overnight Mail
 Via First Class Mail
 International

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PUBLIC CERTIFICATE OF SERVICE PAGE 3

PUBLIC MAILING LIST

Heather Hall
LEXIS – NEXIS
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Miamisburg, OH 45342

- Via Hand Delivery
- Via Overnight Mail
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- Other: _____

Kenneth Clair
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1100 Thirteenth Street NW, Suite 200
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