

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN CAPACITIVE TOUCH-
CONTROLLED MOBILE DEVICES,
COMPUTERS, AND COMPONENTS
THEREOF**

Inv. No. 337-TA-1193

**ORDER NO. 8: INITIAL DETERMINATION GRANTING COMPLAINANT
NEODRON LTD.'S UNOPPOSED MOTION TO TERMINATE THE
INVESTIGATION IN PART WITH RESPECT TO CERTAIN
ASSERTED CLAIMS**

(August 20, 2020)

On August 18, 2020, complainant Neodron Ltd. (“Neodron”) moved (1193-003) to terminate several asserted claims from this investigation. Specifically, Neodron seeks to terminate claims 28, 37, and 38 of U.S. Patent No. 7,821,425 (“the 425 patent”), claims 4, 10, and 11 of U.S. Patent No. 7,903,092 (“the 092 patent”), claims 1, 4-9, 16, 19, and 20 of U.S. Patent No. 8,749,251 (“the 251 patent”), and claims 4 and 16 of U.S. Patent No. 9,411,472 (“the 472 patent”) by reason of withdrawal under 19 C.F.R. § 210.21(a). Mot. at 1. The motion represents respondents Amazon.com, Inc., Apple Inc., ASUSTek Computer Inc., ASUS Computer International; LG Electronics Inc., LG Electronics USA, Inc.; Microsoft Corporation; Motorola Mobility LLC; Samsung Electronics Co., Ltd., Samsung Electronics America, Inc.; and Sony Corporation, and Sony Mobile Communications, Inc. do not oppose the motion. *Id.* at 2.

Neodron contends “[t]ermination with respect to these claims will narrow the scope of the issues to be presented at trial” (Mot. Mem. at 1) and “there are no extraordinary

circumstances that warrant denial of Neodron’s motion for partial termination” (*id.* at 2). In satisfaction of Commission Rule 210.21(a), Neodron states that “there are no agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation.” *Id.*

Commission Rule 210.21(a) provides, in relevant part:

[a]ny party may move at any time prior to the issuance of an initial determination on violation of section 337 of the Tariff Act of 1930 to terminate an investigation in whole or in part as to any or all respondents, on the basis of withdrawal of the complaint or certain allegations contained therein A motion for termination of an investigation based on withdrawal of the complaint, or for good cause, shall contain a statement that there are no agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation, or if there are any agreements concerning the subject matter of the investigation, all such agreements shall be identified, and if written, a copy shall be filed with the Commission along with the motion. If the agreement contains confidential business information within the meaning of § 201.6(a) of this chapter, at least one copy of the agreement with such information deleted shall accompany the motion, in addition to a copy of the confidential version. On motion for good cause shown, the administrative law judge may limit service of the agreements to the settling parties and the Commission investigative attorney. The presiding administrative law judge may grant the motion in an initial determination upon such terms and conditions as he deems proper.

19 C.F.R. § 210.21(a)(1). The Commission has further stated that “in the absence of extraordinary circumstances, termination of the Investigation will be granted to a complainant during the prehearing stage of an investigation.” *Certain Ultrafiltration Sys. and Components Thereof, Including Ultrafiltration Membranes*, Inv. No. 337-TA-107, Comm’n Action and Order at 2 (Mar. 11, 1982).

I agree there are no extraordinary circumstances exist that would prevent the requested partial termination of this Investigation. I also find Neodron has complied with the requirements of Commission Rule 210.21(a).

Accordingly, it is my determination that Neodron's motion (1193-003) to terminate claims 28, 37, and 38 of the 425 patent, claims 4, 10, and 11 of the 092 patent, claims 1, 4-9, 16, 19, 20 of the 251 patent, and claims 4 and 16 of the 472 patent from this investigation be granted. This Initial Determination is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall be the determination of the Commission thirty (30) days after the date of service of the initial determination, unless a party files a petition for review of the Initial Determination within five (5) business days after service 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. Any issue or argument not raised in a petition for review, or response thereto, will be deemed to have been abandoned and may be disregarded by the Commission in reviewing the Initial Determination pursuant to 19 C.F.R. §§ 210.43(b) and (c).

SO ORDERED.



Cameron Elliot
Administrative Law Judge

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **INITIAL DETERMINATION** has been served via EDIS upon the Commission Investigative Attorney, **Monica Bhattacharyya, Esq.** and on the following parties as indicated, on August 20, 2020.



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