

EXHIBIT 4

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before The Honorable Thomas B. Pender
Administrative Law Judge

In the Matter of

CERTAIN COMPUTING OR GRAPHICS
SYSTEMS, COMPONENTS THEREOF,
AND VEHICLES CONTAINING SAME

Investigation No. 337-TA-984

**JOINT MOTION TO TERMINATE INVESTIGATION AS TO THE RENESAS
RESPONDENTS BASED ON CERTAIN AGREEMENTS, INCLUDING BETWEEN THE
PARTIES, AND EXPEDITED REQUEST FOR EXTENSION OF PROCEDURAL STAY**

Pursuant to 19 U.S.C. § 1337(c) and Commission Rule 210.21(b), Complainant Advanced Silicon Technologies LLC (“Advanced Silicon”) and Respondents Renesas Electronics Corporation and Renesas Electronics America, Inc. (together the “Renesas Respondents”) (collectively, the “Parties”), hereby submit this Joint Motion to Terminate Investigation 337-TA-984 as to the Renesas Respondents, in view of certain agreements resolving the disputes between the Parties. These agreements include: (1) a Patent License Agreement between the Parties (the “PLA”), (2) a Release Agreement between the Parties (the “Release”), (the PLA and the Release together, the “Bilateral Agreements”), and (3) a Patent License and License Option Agreement between Advanced Silicon and Third Party [REDACTED] (the “Third Party PLA”), and (4) an Escrow Agreement among Advanced Silicon, Renesas, Third Party [REDACTED], and Citibank N.A. (the “Escrow Agreement”) (items (1)-(4) collectively, the “Agreements”). The Parties also respectfully request, on an expedited basis, that the procedural stay currently in place be extended until this motion is decided.

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A true and correct copy of the PLA, redacted to protect the disclosure of confidential business information, is attached to this submission as Public Exhibit A, and a confidential unredacted version of the PLA is attached as Confidential Exhibit A-1.

A true and correct copy of the Release, redacted to protect the disclosure of confidential business information, is attached as Public Exhibit B, and a confidential unredacted version of the Release is attached as Confidential Exhibit B-1.

A true and correct copy of the Third Party PLA, redacted to protect the disclosure of confidential business information, is attached as Public Exhibit C, and a highly confidential unredacted version of the Third Party PLA is attached as Highly Confidential Exhibit C-1. Contemporaneously with a similar motion to terminate filed earlier this week with respect to the Fujitsu Ten Respondents, Advanced Silicon also filed a motion pursuant to Commission Rule 210.21(a)(1), requesting that the ALJ limit service of the highly confidential unredacted Third Party PLA to the Parties and Staff. *See* Motion Dkt. 984-070. For the same reasons set forth in that Motion to Limit Service, Advanced Silicon respectfully requests here that the ALJ limit service of the same agreement in the same way.

A true and correct copy of the Escrow Agreement, redacted to protect the disclosure of confidential business information, is attached as Public Exhibit D, and a confidential version of the Escrow Agreement in which only financial terms are redacted is attached as Confidential Exhibit D-1.¹ Contemporaneously with this motion, Renesas is also filing a motion pursuant to Commission Rule 210.21(a)(1), requesting that the ALJ limit service of a highly confidential, minimally redacted Escrow Agreement to the ALJ and Staff. The [REDACTED] version of the

¹ By the express terms of the contract, Advanced Silicon has no right to receive a fully unredacted version of the Escrow Agreement. *See* Ex. D-1 at Section 4.11. Moreover, [REDACTED], the Escrow Agreement has terminated and is no longer in effect.

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Escrow Agreement in [REDACTED] is attached as Highly Confidential Exhibit D-2 to Renesas' Motion to Limit Service.²

The Bilateral Agreements have each been executed by the Parties, and are each fully effective as between them. All of the Agreements contain Confidential Business Information within the meaning of 19 C.F.R. § 201.6(a), including, but not limited to, sensitive license terms, the disclosure of which could impair parties' ability to enter into agreements. The Bilateral Agreements completely resolve the dispute between the Parties in this Investigation. Taken together, the Agreements reflect the entire and only agreements between the Parties, and any agreements relating to the resolution of the dispute between the Parties, regarding the subject matter of this Investigation. The Parties represent that there are no other agreements, written or oral, express or implied, between the Parties concerning the subject matter of this Investigation.

The Parties agree that termination of this Investigation on the basis of an agreement between the Parties as to only the Renesas Respondents does not constitute a determination as to the violation of section 337 of the Tariff Act of 1930, including as to the merits of the claims or defenses raised during this Investigation. *See* 19 C.F.R. § 210.21(b)(2).

In view of the Agreements, there no longer exists a basis upon which to continue this Investigation as to the Renesas Respondents. Further, termination of this Investigation as to the Renesas Respondents at this stage of the proceedings poses no threat to the public interest. Indeed, it is in the interest of the public and administrative economy to grant this motion. Commission policy and the public interest generally favor agreements, which preserve resources

²

[REDACTED]

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for both the Commission and the private parties, and motions to terminate based on agreements are routinely granted. *See, e.g., Certain Communications or Computing Devices and Components Thereof*, Inv. No. 337-TA-925, Order No. 37 (June 5, 2015) (terminating one respondent based on agreement); *Certain Consumer Electronics with Display and Processing Capabilities*, Inv. No. 337-TA-884, Order No. 15 (Aug. 1, 2014) (terminating investigation based on agreements among complainant, certain respondents, and a third party); *Certain Consumer Electronics and Display Devices and Products Containing Same*, Inv. No. 337-TA-836, Order No. 30 at 3 (January 28, 2013) (unreviewed) (terminating investigation based on agreements among complainant, remaining respondents, and a third party); *Certain Portable Communication Devices*, Inv. No. 337-TA-827, Order No. 15 at 2 (May 31, 2012) (unreviewed) (same) (citation omitted).³

Moreover, termination of this Investigation as to the Renesas Respondents pursuant to the Agreement will not have any adverse impact on the public health and welfare and/or competitive conditions in the United States. Accordingly, the Administrative Law Judge is authorized to issue an initial determination terminating this Investigation pursuant to 19 C.F.R. § 210.21(b).

Counsel for the Parties have consulted with the other Respondents and with Commission Investigative Staff Attorney regarding this motion. The other Respondents do not oppose the

³ *See also Certain Equipment for Telecommunications or Data Communications Networks, Including Routers, Switches, and Hubs, and Components Thereof*, Inv. No. 337-TA-574, Order No. 27 at 4 (May 24, 2007) (“termination of litigation under these circumstances is generally in the public interest”); *Certain Semiconductor Chips and Products Containing Same*, Inv. No. 337-TA-753, Order No. 62 at 2-3 (February 22, 2012) (granting joint motion to partially terminate investigation on grounds that termination of the investigation based on the agreement would have no adverse impact on the public interest); *Certain Video Analytics Software, Systems, Components Thereof, and Product Containing Same*, Inv. No. 337-TA-795, Order No. 19 at 1-2 (February 23, 2012) (granting joint motion to terminate, and noting that “[t]he Commission has stated that ‘in the absence of extraordinary circumstances, termination of the investigation will be readily granted to a complainant during the prehearing stage of an investigation.’”) (citations omitted).

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