

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

**Before the Honorable Dee Lord
Administrative Law Judge**

In the Matter of

**CERTAIN TONER CARTRIDGES
AND COMPONENTS THEREOF**

Investigation No. 337-TA-1106

JOINT STIPULATION REGARDING INFRINGEMENT OR NONINFRINGEMENT

Complainants Canon Inc., Canon U.S.A., Inc., and Canon Virginia, Inc. (collectively, “Canon”); Respondents Ninestar Corporation, Ninestar Image Tech Limited, Ninestar Technology Company, Ltd., Apex Microtech Ltd. and Static Control Components, Inc. (collectively, “the Ninestar Respondents”); Respondents Jiangxi Yibo E-Tech Co., Ltd., Aster Graphics Company Ltd., and Aster Graphics, Inc. (collectively, “the Aster Respondents”); Respondents Print-Rite Holdings Ltd., Print-Rite N.A., Inc., Union Technology International (M.C.O.) Co. Ltd., and Print-Rite Unicorn Image Products Co. Ltd. (collectively, “the Print-Rite Respondents”); Respondent LD Products (“LD Products”); and Respondent The Supplies Guys, Inc. (“The Supplies Guys”) submit this joint stipulation regarding the infringement or noninfringement of U.S. Patent Nos. 9,746,826 (“826 patent”); 9,836,021; (“021 patent”) 9,841,729 (“729 patent”); 9,857,764 (“764 patent”); 9,857,765 (“765 patent”); 9,869,960 (“960 patent”); and 9,874,846 (“846 patent”) (collectively, “the Asserted Patents”).

1. Table 1 below lists the five claim terms that currently are in dispute in this investigation, as well as the claims of the Asserted Patents in which those terms appear and Canon’s, Respondents’, and the Staff’s proposed constructions for those terms.

Table 1: Disputed Claim Terms

Term 1: “wherein the coupling member is movable between (i) a first position in which a tip of the at least one projection is a first distance away from the photosensitive drum as measured in the direction of the axis L1 and (ii) a second position in which the tip of the at least one projection is a second distance away from the photosensitive drum as measured in the direction of the axis L1”		
Canon’s Proposed Construction	Respondents’ Proposed Construction	Staff’s Proposed Construction
<p>This term has its plain and ordinary meaning and no construction is necessary. The plain and ordinary meaning does not require the coupling member to pivot or incline when moving between the first and second positions. The plain and ordinary meaning also does not require the claimed “first position” to be “a substantially co-axial engaged position” and the claimed “second position” to be “an inclined pre-engagement position or disengagement position.”</p>	<p>wherein the coupling member is pivotable between (i) a substantially co-axial engaged position in which a tip of the at least one projection is a first distance away from the photosensitive drum (as measured along L2 which is substantially in line with L1) and (ii) one of an inclined preengagement position or disengagement position in which the tip of the at least one projection is a second distance away from the photosensitive drum (as measured along imaginary extended L1 because L2 is no longer coaxial)</p>	<p>Wherein the coupling member is movable between (i) a substantially co-axial engaged position in which a tip of the at least one projection is a first distance away from the photosensitive drum (<i>e.g.</i> measure along L2 which is substantially in line with L1) and (ii) one of an inclined preengagement position or disengagement position, in which a tip of the at least one projection is a second distance away from the photosensitive drum (<i>e.g.</i> measure along imaginary extended L1 because L2 no longer coaxial)</p>
<p>Claims: '826: 1, 6; '021: 1, 8, 18; '729: 1, 9, 18, 27; '764: 7, 20; '765: 1, 4, 13; '960: 1; '846: 1</p>		

Term 2: “axis L2”		
Canon’s Proposed Construction	Respondents’ Proposed Construction	Staff’s Proposed Construction
<p>This term has its plain and ordinary meaning and no construction is necessary. The plain and ordinary meaning does not require axis L2 to be inclinable relative to axis L1.</p> <p>Alternatively: an imaginary line about which the coupling member is rotatable or axis of the coupling member</p>	<p>axis along the center of the coupling member that inclines in relation to L1 during pre-engagement and disengagement</p>	<p>axis along center of the coupling member that inclines in relation to L1 during pre-engagement and disengagement</p>

Claims: '826: 1, 5, 6; '021: 1, 2, 6, 8, 18; '729: 1, 9, 18, 27, 31; '764: 7, 20, 22; '765: 1, 4, 13, 18; '960: 1, 4, 8; '846: 1, 3, 4

Term 3: “connected”		
Canon’s Proposed Construction	Respondents’ Proposed Construction	Staff’s Proposed Construction
This term has its plain and ordinary meaning and no construction is necessary. The plain and ordinary meaning does not require the coupling member to be connected to the photosensitive drum in a manner that allows the coupling member to incline relative to the drum.	connected [to the drum] in a manner that enables the claimed movement between co-axial and inclined positions	Plain and ordinary meaning, which here is “connected in a manner that enables the claimed movement between co-axial and inclined positions.”
Claims: '826: 1, 6; '021: 1, 8, 18; '729: 1, 9, 18, 27; '764: 7; '765: 1, 4, 13		

Term 4: “[a coupling member having/including] a first end [portion] at least a part of which is positioned within the drum flange”		
Canon’s Proposed Construction	Respondents’ Proposed Construction	Staff’s Proposed Construction
This term has its plain and ordinary meaning and no construction is necessary. The reference to “axis L2” in Respondents’ and Staff’s proposed constructions is not appropriate.	[a coupling member having/including] a first end [portion] where at least a part of the first end portion of the coupling member, which has an axis L2 (as defined above), is positioned within the drum flange	plain and ordinary meaning (e.g. [a coupling member having/including] a first end [portion] where at least a part of the first end portion of the coupling member, which has an axis L2 (as defined above), is positioned within the drum flange)
Claims: '021: 1; '729: 27; '764: 20; '960: 1; '846: 1		

Term 5: “at least one projection that is open to the axis L2”		
Canon’s Proposed Construction	Respondents’ Proposed Construction	Staff’s Proposed Construction
<p>This term has its plain and ordinary meaning and no construction is necessary. The plain and ordinary meaning does not require that an inner surface of the projection be a uniform distance from L2 and extend parallel to L2.</p> <p>Alternatively: no portion of the coupling member lies between the at least one projection and the axis L2</p>	<p>at least one projection that has an inner surface that is a uniform distance from L2 and extends parallel to L2</p>	<p>At least one projection that has an inner surface that is a uniform distance from L2 and extends parallel to L2</p>
<p>Claims: ’826: 1, 6; ’729: 1, 9, 18; ’764: 7; ’765: 13</p>		

2. Table 2 below lists the claims of the Asserted Patents that Canon currently is asserting against the Type A-I Products, as those products are defined in the Joint Stipulation Regarding Representative Accused Products filed July 18, 2018.

Table 2: Claims Asserted Against Types A-I

Type	’826 Patent	’021 Patent	’729 Patent	’764 Patent	’765 Patent	’960 Patent	’846 Patent
A	1, 2, 6	1, 2, 4, 7	1, 3, 8, 9, 11, 16, 17, 18, 20, 26	7, 9	1, 3, 4, 6, 13, 16, 19	1, 2, 4-6	1, 3
B	1, 2, 6	1, 2, 4, 7			1, 3, 13, 16, 19	1, 2, 4-6	1, 3
C	1, 6	1, 2, 4, 7	1, 3, 8, 9, 11, 16, 17, 18, 20, 26	7, 9	1, 3, 4, 6, 13, 16, 19	1, 2, 4-6	1, 3
D	1, 2, 6	8, 10, 13, 18, 20	1, 3, 8, 9, 11, 16, 17, 18, 20, 26	7, 9	1, 3, 13, 16, 19	1, 2, 4-6	1, 3
E	1, 6	1, 2, 4, 7	1, 3, 8, 9, 11, 16, 17, 18, 20, 26	7, 9	1, 3, 13, 16, 19	1, 2, 4-6	1, 3
F	1, 2, 6	1, 2, 4, 7			1, 3, 13, 16, 19	1, 2, 4-6	1, 3

Type	'826 Patent	'021 Patent	'729 Patent	'764 Patent	'765 Patent	'960 Patent	'846 Patent
G	1, 6	1, 2, 4, 7			1, 3, 13, 16, 19	1, 2, 4-6	1, 3
H	1, 6	1, 2, 4, 7			1, 3, 13, 16, 19	1, 2, 4-6	1, 3
I	1, 2, 6	1, 2, 4, 7			1, 3, 13, 16, 19	1, 2, 4-6	1, 3

3. Canon and the Aster Respondents stipulate, subject to Paragraph 6 below, that (a) if the controlling claim construction ruling makes clear that at least one disputed term of every claim asserted against the Type A and B Products requires the claimed coupling member to be capable of pivoting or inclining with respect to the photosensitive drum, then the Type A and B Products would not infringe any of the claims asserted against them under that construction, and (b) if the controlling claim construction ruling makes clear that no disputed terms of the claims asserted against the Type A and B Products require the claimed coupling member to be capable of pivoting or inclining with respect to the photosensitive drum, then the Type A and B Products would be covered by all of the claims asserted against them under that construction.

4. Canon and the Print-Rite Respondents stipulate, subject to Paragraph 6 below, that (a) if the controlling claim construction ruling makes clear that at least one disputed term of every claim asserted against the Type C, D, and E Products requires the claimed coupling member to be capable of pivoting or inclining with respect to the photosensitive drum, then the Type C, D, and E Products would not infringe any of the claims asserted against them under that construction, and (b) if the controlling claim construction ruling makes clear that no disputed terms of the claims asserted against the Type C, D, and E Products require the claimed coupling member to be capable of pivoting or inclining with respect to the photosensitive drum, then the

Type C, D, and E Products would be covered by all of the claims asserted against them under that construction.

5. Canon and the Ninestar Respondents stipulate, subject to Paragraph 6 below, that (a) if the controlling claim construction ruling makes clear that at least one disputed term of every claim asserted against the Type F, G, and H Products requires the claimed coupling member to be capable of pivoting or inclining with respect to the photosensitive drum, then the Type F, G, and H Products would not infringe any of the claims asserted against them under that construction, and (b) if the controlling claim construction ruling makes clear that no disputed terms of the claims asserted against the Type F, G, and H Products require the claimed coupling member to be capable of pivoting or inclining with respect to the photosensitive drum, then the Type F, G, and H Products would be covered by all of the claims asserted against them under that construction.

6. Canon and Respondents reserve the right to argue infringement and noninfringement, and validity and invalidity, respectively, of any claims as to which the controlling claim construction ruling does not clearly resolve whether the claimed coupling member must be capable of pivoting or inclining with respect to the photosensitive drum or as to which the controlling claim construction ruling creates an infringement argument or noninfringement defense unrelated to whether the claimed coupling member must be capable of pivoting or inclining with respect to the photosensitive drum.

7. Canon and Respondents reserve the right to seek Commission review and modification of the Administrative Law Judge's claim constructions, and appellate review and modification of the Commission's claim constructions, and any other construction allowed by

law, including by a district court, and nothing herein shall preclude Canon and Respondents from seeking such review and modification.

Dated: September 27, 2018

Respectfully submitted,

/s/ Michael P. Sandonato

Michael P. Sandonato

Dennis J. McMahon

Seth E. Boeshore

Andrew J. Kutas

FITZPATRICK, CELLA, HARPER & SCINTO

1290 Avenue of the Americas

New York, New York 10104-3800

Phone: 212-218-2100

Fax: 212-218-2200

Edmund J. Haughey

FITZPATRICK, CELLA, HARPER & SCINTO

975 F Street, N.W.

Washington, D.C. 20004-1462

Phone: 202-530-1010

Fax: 202-530-1055

*Counsel for Complainants Canon Inc., Canon
U.S.A., Inc., and Canon Virginia, Inc.*

Dated: September 27, 2018

Respectfully submitted,

/s/ Gary M. Hnath

Gary M. Hnath

Bryan Nese

Michael Lindinger

MAYER BROWN LLP

1999 K Street, N.W.

Washington, D.C. 20006-1101

Phone: 202-263-3000

Fax: 202-263-3300

Lei Mei

P. Andrew Riley

Jiwei Zhang

Robert A. Hall

MEI & MARK LLP

818 18th Street, N.W.

Washington, D.C. 20006

Phone: 888-860-5678

Fax: 888-706-1173

*Counsel for Respondents Ninestar Corporation,
Ninestar Image Tech Limited, Ninestar
Technology Company, Ltd., Apex Microtech
Ltd., and Static Control Components, Inc.*

Dated: September 27, 2018

Respectfully submitted,

/s/ Gary M. Hnath

Gary M. Hnath

Bryan Nese

Michael Lindinger

MAYER BROWN LLP

1999 K Street, N.W.

Washington, D.C. 20006-1101

Phone: 202-263-3000

Fax: 202-263-3300

*Counsel for Respondents LD Products, Inc. and
The Supplies Guys, Inc.*

Dated: September 27, 2018

Respectfully submitted,

/s/ Steven E. Adkins

Steven E. Adkins
Rebecca B. Levinson
MCGUIREWOODS LLP
2001 K Street, N.W.
Washington, D.C. 20006
Phone: 202-857-1704
Fax: 202-828-2963

Tyler T. VanHoutan
MCGUIREWOODS LLP
600 Travis Street
Suite 7500
Houston, TX 77002-2906
Phone: 832-214-9911
Fax: 832-214-9924

Fredericka J. Sowers
MCGUIREWOODS LLP
434 Fayetteville Street
Suite 2600
Raleigh, N.C. 27601
Phone: 919-835-5997
Fax: 919-835-4027

Lyle D. Kossis
MCGUIREWOODS LLP
800 East Canal Street
Richmond, VA 23219
Phone: 804-775-4703
Fax: 804-698-2041

*Counsel for Respondents Print-Rite Holdings
Ltd., Print-Rite N.A., Inc., Union Technology
Int'l (M.C.O.) Co. Ltd., Print-Rite Unicorn
Image Products Co. Ltd., LD Products, Inc., and
The Supplies Guys, Inc.*

Dated: September 27, 2018

Respectfully submitted,

/s/ Barbara A. Murphy

Barbara A. Murphy

James B. Altman

Susan Koegel

Kandis C. Gibson

FOSTER, MURPHY, ALTMAN & NICKEL, P.C.

1150 18th Street NW,

Suite 775

Washington, DC 20036

Phone: 202-822-4100

Fax: 202-822-4199

Michael N. Rader

Nicole D. Amar

WOLF, GREENFIELD & SACKS, P.C.

405 Lexington Avenue

New York, NY 10174

Phone: 212-697-7890

Joshua Miller

Turhan F. Sarwar

Ethan W. Marks

WOLF, GREENFIELD & SACKS, P.C.

600 Atlantic Avenue

Boston, MA 02210

Phone: 617-646-8000

Fax: 617-646-8646

*Counsel for Respondents Aster Graphics, Inc.,
Aster Graphics Company Ltd., and Jiangxi Yibo
E-Tech Co., Ltd.*

CERTIFICATE OF SERVICE

I hereby certify that on September 27, 2018, copies of the foregoing Joint Stipulation Regarding Infringement or Noninfringement were filed and served as indicated below.

/s/ Seth Boeshore
Seth Boeshore

The Honorable Lisa R. Barton
Secretary of the Commission
U.S. INTERNATIONAL TRADE COMMISSION
500 E. Street SW, Room 112-A
Washington, DC 20436

Via EDIS

The Honorable Dee Lord
Administrative Law Judge
U.S. INTERNATIONAL TRADE COMMISSION
500 E. Street SW, Room 317
Washington, DC 20436

Via Hand Delivery
(two copies by next business day)

Edward Jou
Attorney Advisor to the Honorable Dee Lord
U.S. INTERNATIONAL TRADE COMMISSION
500 E. Street SW
Washington, DC 20436

Via Email
edward.jou@usitc.gov

Monisha Deka
Office of Unfair Import Investigations
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street SW, Suite 401
Washington, DC 20436

Via Email
monisha.deka@usitc.gov

Respondents:

For Ninestar Corporation, Ninestar Image Tech Limited, Ninestar Technology Company, Ltd., Apex Microtech Ltd., Static Control Components, Inc., LD Products, Inc., and The Supplies Guys, Inc.:

Gary M. Hnath
MAYER BROWN LLP
1999 K Street NW
Washington, DC 20006-1101

Via Email
MB-337-TA-1106
@mayerbrown.com

For Ninestar Corporation, Ninestar Image Tech Limited, Ninestar Technology Company, Ltd., Apex Microtech Ltd., and Static Control Components, Inc.:

Lei Mei
MEI & MARK LLP
818 18th Street NW, Suite 410
Washington, DC 20006

Via Email
Ninestar-ITC-1106
@meimark.com

For Print-Rite Holdings Ltd., Print-Rite N.A., Inc., Union Technology Int'l (M.C.O.) Co. Ltd., Print-Rite Unicorn Image Products Co. Ltd., LD Products, Inc., and The Supplies Guys, Inc.:

Steven E. Adkins
MCGUIREWOODS LLP
2001 K Street NW
Washington, DC 20006

Via Email
Print-RiteITC1106
@mcguirewoods.com

For Aster Graphics, Inc., Jiangxi Yibo E-Tech Co., Ltd., and Aster Graphics Company Ltd.:

Barbara A. Murphy
FOSTER, MURPHY, ALTMAN & NICKEL, PC
1150 18th Street NW, Suite 775
Washington, DC 20036

Via Email
FM-Aster-1106@
fostermurphy.com

For Aster Graphics, Inc. and Jiangxi Yibo E-Tech Co., Ltd.:

Michael N. Rader
WOLF, GREENFIELD & SACKS, P.C.
405 Lexington Avenue
New York, NY 10174

Via Email
WGS-Canonv.Aster@
WolfGreenfield.com

Kingway Image Co., Ltd. d/b/a Zhu Hai Kingway Image Co., Ltd.

Room 201-205, Office Building,
Pingdong 4th Road
Nanping Science & Technology Industry Park
Zhuhai, Guangdong Province, China

Via First Class Mail

Ourway US Inc.

17800 Castleton Street, Suite 412
City of Industry, California 91748

Via First Class Mail

Do It Wiser LLC d/b/a Image Toner

3422 Old Capitol Trail, # 747
Wilmington, Delaware 19808

Via First Class Mail

Global Cartridges
802 Burlway Road
Burlingame, California 94010

Via First Class Mail