

**PUBLIC VERSION**

**UNITED STATES INTERNATIONAL TRADE COMMISSION**

**Washington, D.C.**

**In the Matter of**

**CERTAIN CELLULAR SIGNAL  
BOOSTERS, REPEATERS, BI-  
DIRECTIONAL AMPLIFIERS, AND  
COMPONENTS THEREOF (I)**

**Inv. No. 337-TA-1249**

**ORDER NO. 7: INITIAL DETERMINATION GRANTING JOINT MOTION TO  
TERMINATE THE INVESTIGATION BASED ON SETTLEMENT**

(May 14, 2021)

On May 12, 2021, Complainant Wilson Electronics, LLC (“Wilson”) and Respondents Cellphone-mate, Inc. d/b/a SureCall and Shenzhen SureCall Communication Technology Co. Ltd. (collectively, “SureCall”) filed a joint motion (1249-003) to terminate the Investigation based on settlement.

Commission Rule 210.21(a)(2) states in relevant part that “[a]ny party may move at any time for an order 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 C.F.R. § 210.21(a)(2).

Commission Rule 210.21(b)(1) provides that in order for an investigation to be terminated on the basis of a licensing or other settlement agreement, the motion for termination must include: (1) copies of the “licensing or other settlement agreement,” including both a public and a confidential version if necessary; (2) any supplemental agreements; and (3) “a statement that there are no other agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation.” 19 C.F.R. § 210.21(b)(1).

In compliance with the Commission rules, a copy of the Settlement and Patent License Agreement between Wilson and SureCall is attached to the motion as Exhibit A, and a public

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version of this agreement is attached as Exhibit B. The parties represent that the agreement settles their disputes with respect to the present Investigation. Motion at 2. The motion contains a statement that “that there are no other agreements, written or oral, express or implied, between the Parties concerning the subject matter of this Investigation.” *Id.* The parties further submit that termination of this Investigation will not adversely affect the public interest because it will not affect 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. customers. *Id.* at 2-3; *see* 19 C.F.R. § 210.50(b)(2)).

The undersigned finds that the motion complies with the requirements of Commission Rule 210.21(b)(1). The undersigned also finds that termination of this investigation does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, or United States consumers pursuant to Commission Rule 210.50(b)(2).

Accordingly, it is the undersigned’s initial determination that the motion (1249-003) is hereby GRANTED, and the investigation shall be terminated in its entirety. Pursuant to Commission Rule 210.21(b)(2), a copy of the Settlement and Patent License Agreement between Wilson and SureCall is attached hereto as Exhibit A. A redacted version of this agreement shall issue simultaneously with a public version of this order. 19 C.F.R. § 210.21(b)(2).

Pursuant to Commission Rule 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 Commission Rule 210.43(a), or the Commission, pursuant to Commission Rule 210.44, orders, on its own motion, a review of the initial determination or certain issues contained herein. 19 C.F.R. § 210.42(d). The procedural schedule was stayed

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pursuant to Order No. 6 (Apr. 21, 2021), and this stay shall be extended pending the Commission's review.

**SO ORDERED.**

A handwritten signature in black ink, appearing to read "Charles E. Bullock", written in a cursive style.

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Charles E. Bullock  
Chief Administrative Law Judge

# **EXHIBIT A**

**PUBLIC VERSION**

**SETTLEMENT AND PATENT LICENSE AGREEMENT**

**Between**

**Wilson Electronics, LLC**

**And**

**Cellphone-Mate, Inc. d/b/a SureCall and  
Shenzhen SureCall Communication Technology Co. Ltd.**

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**SETTLEMENT AND PATENT LICENSE AGREEMENT**

This Settlement and Patent License Agreement ( *Agreement* ) is entered into by and between Wilson Electronics, LLC ( *Wilson* ) on the one hand and Cellphone-Mate, Inc. d/b/a SureCall and Shenzhen SureCall Communication Technology Co. Ltd. (collectively "*SureCall*") on the other hand (each party individually a *Party* and collectively the *Parties* ). This Agreement is effective as of April 19, 2021 ("*Effective Date*").

**RECITALS**

- A. On April 19, 2017, Wilson sued SureCall in the United States District Court for the District of Utah for patent infringement in the action entitled *Wilson Electronics, LLC et al. v. Cellphone-Mate, Inc. d/b/a SureCall et al.*, No. 2:17-cv-00305 (the "*District of Utah Action*"). SureCall counterclaimed for patent infringement against Wilson in the District of Utah Action.
- B. In the District of Utah Action, Wilson asserted claims for patent infringement of U.S. Patent No. 7,221,967 ("the '967 Patent"); U.S. Patent No. 7,409,186 ("the '186 Patent"); U.S. Patent No. 7,486,929 ("the '929 Patent"); U.S. Patent No. 7,729,669 ("the '669 Patent"); U.S. Patent No. 7,783,318 ("the '318 Patent"); U.S. Patent No. 8,583,033 ("the '033 Patent"); U.S. Patent No. 8,583,034 ("the '034 Patent"); U.S. Patent No. 8,639,180 ("the '180 Patent"); U.S. Patent No. 8,755,399 ("the '399 Patent"); U.S. Patent No. 8,849,187 ("the '187 Patent"); U.S. Patent No. 8,874,029 ("the '029 Patent"); U.S. Patent No. 8,874,030 ("the '030 Patent") (collectively, the "*Wilson Asserted Patents*") against SureCall. In the District of Utah Action, SureCall asserted counterclaims for patent infringement of U.S. Patent No. 8,867,572 ("the '572 Patent"); U.S. Patent No. 9,100,839 ("the '839 patent"); U.S. Patent No. 9,402,190 ("the '190 patent"); and U.S. Patent No. 10,313,893 ("the '893 patent") (collectively, the "*SureCall Asserted Patents*") against Wilson.
- C. Wilson filed a complaint with the U.S. International Trade Commission ("*ITC*") on January 21, 2021 alleging SureCall violated Section 337 of the Tariff Act of 1930, as amended, by way of patent infringement of the Wilson Asserted Patents. On February 22, 2021 the ITC instituted three separate investigations based on the complaint, styled as Inv. No. 337-TA-1249 *Certain Cellular Signal Boosters, Repeaters, Bi-Directional Amplifiers, and Components Thereof (I)* (the '967 Patent; '669 Patent; '318 Patent; and '033 Patent); Inv. No. 337-TA-1250 *Certain Cellular Signal Boosters, Repeaters, Bi-Directional Amplifiers, and Components Thereof (II)* (the '030 Patent; '029 Patent; '034 Patent' and '180 Patent); and Inv. No. 337-TA-1251 *Certain Cellular Signal Boosters, Repeaters, Bi-Directional Amplifiers, and Components Thereof (III)* (the '399 Patent; '929 Patent; '186 Patent; and '187 Patent) (collectively, the "*ITC Investigations* ).
- D. Wilson and SureCall now desire to dismiss all claims and counterclaims in the District of Utah Action and the ITC Investigations, and, as provided in this Agreement, release all claims now existing that predated execution of this Agreement, fully, finally and without making any admissions or concessions concerning their respective factual or legal positions.

- F. Wilson has the right to grant the rights set forth herein under the Wilson Licensed Patents. SureCall has the right to grant the rights set forth herein under the SureCall Licensed Patents.
- G. The Parties now desire to cross-license their respective licensed patents. SureCall desires to receive rights under the Wilson Licensed Patents. Wilson desires to receive rights under the SureCall Licensed Patents.

### **AGREEMENT**

In consideration of the mutual covenants and obligations herein undertaken, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. DEFINITIONS**

As used in this Agreement, the following terms have the respective meanings set forth in the recitals above and this section below:

***Controlled By*** or ***Control*** means the power to direct or control the management and policies of another Entity, directly or indirectly (through one or more intermediaries), whether through ownership of voting shares, equity or other securities or interest, by contract or otherwise, and including without limitation, direct or indirect ownership by such Entity of at least fifty percent (50%) or more of the voting stock, limited liability company interest, partnership interest or other voting interest (or equivalent interest). For purposes hereof, family members, relatives, related parties and senior executives of an Entity shall be aggregated and deemed one and the same person for purposes of determining Control.

***Affiliate(s)*** of any Party means any other Entity that, currently or in the future, is, directly or indirectly (through one or more intermediaries), Controlled By, or under common Control with, such Party.

***Wilson*** means Wilson Electronics, LLC, a Delaware limited liability company with its principle place of business at 3301 E. Deseret Drive, St. George, Utah 84790, together with its officers, directors, successors, and assigns.

***SureCall*** means Cellphone-mate, Inc. d/b/a SureCall, together with its officers, directors, successors, and assigns; and Shenzhen SureCall Communication Technology Co. Ltd., together with its officers, directors, successors, and assigns. Cellphone-mate, Inc. is a California corporation with its principle place of business at 43846 Milmont Dr., Fremont, California 94538. Shenzhen SureCall Communication Technology Co. Ltd. is a Chinese company with its principle place of business at 3<sup>rd</sup> Floor, Building 9, Mabian Industrial Park, 72<sup>nd</sup> Zone, Xin'an Street, Bao'an District, Shenzhen City, Guangdong Province, China.

***Change of Control*** of a Party means a merger or other transaction whereby a second Entity becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the Party representing more than fifty percent (50%) of the total voting power represented by the Party's then outstanding voting securities or when the second Entity, directly or indirectly, acquires all or substantially all of the

Party's assets in a single transaction or a related series of transactions; provided, however, that any transfer, reorganization, or other transaction purely between or among Affiliates of a Party shall not be considered a Change of Control.

**Entity** means any legal entity including a corporation, unincorporated organization, association, limited liability company, partnership, trust, business trust, joint venture, sole proprietorship, governmental organization or body, or any agency, department or instrumentality thereof, and includes a natural person.

**Wilson Licensed Patent(s)** means (a) U.S. Patent No. 7,221,967 ("the '967 Patent"); U.S. Patent No. 7,409,186 ("the '186 Patent"); U.S. Patent No. 7,486,929 ("the '929 Patent"); U.S. Patent No. 7,729,669 ("the '669 Patent"); U.S. Patent No. 7,783,318 ("the '318 Patent"); U.S. Patent No. 8,583,033 ("the '033 Patent"); U.S. Patent No. 8,583,034 ("the '034 Patent"); U.S. Patent No. 8,639,180 ("the '180 Patent"); U.S. Patent No. 8,755,399 ("the '399 Patent"); U.S. Patent No. 8,849,187 ("the '187 Patent"); U.S. Patent No. 8,874,029 ("the '029 Patent"); U.S. Patent No. 8,874,030 ("the '030 Patent"), and (b) without, limitation, all parents, children, originals, foreign counterparts, reexaminations, reissues, continuations, continuations-in-part, divisionals, renewals, and extensions that have issued or may issue from any application which claims priority to any application that issued as any of the patents in (a) above.

**SureCall Licensed Patent(s)** means (a) U.S. Patent No. 8,867,572 ("the '572 Patent"); U.S. Patent No. 9,100,839 ("the '839 patent"); U.S. Patent No. 9,402,190 ("the '190 patent"); and U.S. Patent No. 10,313,893 ("the '893 patent"), and (b) without, limitation, all parents, children, originals, foreign counterparts, reexaminations, reissues, continuations, continuations-in-part, divisionals, renewals, and extensions that have issued or may issue from any application that issued as any of the patents in (a) above.

**Wilson Licensed Products and Services** means any past, present or future products, systems, methods, services, components and/or software, including all versions, revisions, improvements, modifications, or enhancements thereof, to the extent they are made, used, sold, imported, offered, or provided (directly or indirectly, including without limitation through a third party) by Wilson or an Affiliate, including any portions thereof, alone or in combination with other products, systems, methods, components and/or software that may practice any claim of any SureCall Licensed Patent.

**SureCall Licensed Products and Services** means any past, present or future products, systems, methods, services, components and/or software, including all versions, revisions, improvements, modifications, or enhancements thereof, to the extent they are made, used, sold, imported, offered, or provided (directly or indirectly, including without limitation through a third party) by SureCall or an Affiliate, including any portions thereof, alone or in combination with other products, systems, methods, components and/or software that may practice any claim of any Wilson Licensed Patent.

## 2. LICENSE GRANT & COVENANT

2.1 Non-Exclusive Patent License to SureCall. Subject to and contingent upon the granting of (i) the Parties' Joint Motions to terminate the ITC Investigations, and (ii) stipulated motions to



dismiss all claims and counterclaims in the District of Utah Action, as provided in Section 4 (the granting of the Joint Motion to terminate the ITC Investigations and the stipulated motions to dismiss all claims and counterclaims in the District of Utah Action, together, the *License Contingencies* ), Wilson hereby grants to SureCall and all of its Affiliates, a nonexclusive, [REDACTED] license under all claims of the Wilson Licensed Patents, (i) to make, have made, use, sell, offer to sell, practice, lease, keep, import, have imported, export, have exported, distribute (including through multiple channels of distribution), commercially exploit, or otherwise dispose of SureCall Licensed Products and Services; and (ii) to practice any method or process claimed in the Wilson Licensed Patents in connection with the SureCall Licensed Products and Services.

2.2 Non-Exclusive Patent License to Wilson. Subject to and contingent upon the License Contingencies, SureCall hereby grants to Wilson and all of its Affiliates, a nonexclusive, [REDACTED] license under all claims of the SureCall Licensed Patents, (i) to make, have made, use, sell, offer to sell, practice, lease, keep, import, have imported, export, have exported, distribute (including through multiple channels of distribution), commercially exploit, or otherwise dispose of the Wilson Licensed Products and Services; and (ii) to practice any method or process claimed in the SureCall Licensed Patents in connection with the Wilson Licensed Products and Services.

2.3 Effective Date of Licenses. The licenses granted in Sections 2.1 and 2.2, although subject to the License Contingencies, shall be retroactively effective to the Effective Date upon performance of the License Contingencies.

2.4 Reserved Rights; Additional Limitations. The sole rights granted under Section 2.1 and Section 2.2 are those expressly granted with respect to the Wilson Licensed Patents and the SureCall Licensed Patents. All rights not expressly granted in this Agreement are reserved by Wilson and SureCall.

2.5 [REDACTED]

2.5.1 [REDACTED]

2.5.2 [REDACTED]

[REDACTED]

2.5.3

[REDACTED]

2.6

[REDACTED]

**3. RELEASES**

3.1 Release by Wilson. Contingent upon the satisfaction of the License Contingencies, Wilson on behalf of itself and its Affiliates, predecessors, successors and assigns, and their respective members, officers, directors, managers, board members, shareholders, employees, agents, acting in their capacity as such, hereby jointly and severally fully release, acquit and forever discharge SureCall and their respective current and former predecessors, successors, officers, employees, agents, directors, shareholders, owners, and downstream distributors, customers, vendors, resellers (including value-added resellers), manufacturers (including original equipment or device manufacturers), assemblers, replicators, and integrators from any and all actions, causes of action, claims or demands, claims for infringement, liabilities, losses, damages, enhanced damages, attorneys' fees and equitable relief, court costs, or any other form of claim or compensation, whether currently asserted or unasserted, known and unknown, suspected and unsuspected, disclosed and undisclosed for acts related to the District of Utah Action, the ITC Investigations, or SureCall Licensed Products and Services on or before the Effective Date.

3.2 Release by SureCall. Contingent upon the satisfaction of the License Contingencies, SureCall on behalf of itself and its Affiliates, predecessors, successors and assigns, and their respective members, officers, directors, managers, board members, shareholders, employees, agents, acting in their capacity as such, hereby jointly and severally fully release, acquit and forever discharge Wilson and their respective current and former predecessors, successors, officers, employees, agents, directors, shareholders, owners, and downstream distributors, customers, vendors, resellers (including value-added resellers), manufacturers (including original equipment or device manufacturers), assemblers, replicators, and integrators from any and all actions, causes of action, claims or demands, claims for infringement, liabilities, losses, damages, enhanced damages, attorneys' fees and equitable relief, court costs, or any other form of claim or compensation, whether currently asserted or unasserted, known and unknown, suspected and unsuspected, disclosed and undisclosed for acts related to the District of Utah Action, the ITC Investigations, or Wilson Licensed Products and Services on or before the Effective Date.

3.3 It is understood and agreed that the Releases above are a full and final release of any and all claims described above, and the Parties agree that it shall apply to all unknown claims, demands, liabilities, actions, causes of action related to the alleged infringement of the SureCall

Licensed Patents and the Wilson Licensed Patents before the Effective Date. The Parties have been fully advised by their respective attorneys of the contents of Section 1542 of the California Civil Code, and that section and the benefits thereunder are hereby expressly waived, as well as, and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, equivalent or identical to Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his settlement with the debtor.**

The Parties may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the claims released by this Agreement, but the Parties hereby expressly waives and fully, finally, and forever settles and releases, upon the execution of this Agreement, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that is released by this Agreement, without regard to the subsequent discovery or existence of such different or additional facts.

#### **4. DISMISSAL**

Within seven (7) business days of the execution of this Agreement, the Parties will jointly file with the ITC a motion to terminate the investigation based on settlement in each and every of the ITC Investigations. Within seven (7) business days of the execution of this Agreement, Wilson and SureCall will file a joint motion to dismiss all claims and counterclaims in the District of Utah Action, Wilson will take such other action as may be reasonable and necessary to dismiss with prejudice its claims against SureCall in the District of Utah Action, and SureCall will take such other action as may be reasonable and necessary to dismiss with prejudice its counterclaims in the District of Utah Action.

#### **5. ASSIGNMENT**

5.1 Assignment of Rights. Subject to Section 5.2, the Parties may not assign or delegate this Agreement in whole or in part, or any of the licenses, rights, covenants, immunities, releases, or duties under this Agreement without the consent of the other Parties.

5.2 Change of Control. If any Party undergoes a Change of Control (as defined in this Agreement) after the Effective Date, the rights, licenses and releases granted to such Party pursuant to this Agreement will survive the occurrence of any Change of Control and as a condition to such transaction the acquiring party shall affirmatively acknowledge and agree to the terms of this Agreement and their survival as provided herein. Notwithstanding anything else herein, in the case of any permitted assignment by Change of Control, the scope of the Wilson Licensed Products and Services, and SureCall Licensed Products and Services, shall not be expanded.

5.3 Successors. Except as provided otherwise herein, the terms of this Agreement will inure to the benefit of, and be binding upon, the parties, their Affiliates, and the respective successors

and permitted assigns.

## 6. NATURE OF RIGHTS

Wilson and SureCall expressly acknowledge and agree that: (i) the licenses granted herein are subject to Section 365(n) of the United States Bankruptcy Code as licenses of “Intellectual Property” and shall be deemed to be, and construed as, licenses for purposes of application of Section 365 of the United States Bankruptcy Code; and (ii) if a case under the United States Bankruptcy Code is filed by or against Wilson or SureCall, and in that case this Agreement is rejected pursuant to Section 365 of the United States Bankruptcy Code, then Wilson or SureCall may exercise all rights provided by Section 365(n), including the right to retain its rights and the full benefits under this Agreement not to be sued under the Wilson Licensed Patents and SureCall Licensed Patents. Wilson and SureCall hereby expressly further acknowledge and agree that neither Wilson or SureCall, as debtor-in-possession in any bankruptcy proceeding, any trustee in bankruptcy, nor any successor of Wilson or SureCall shall challenge the characterization of the license as a license of “Intellectual Property” for purposes of application of Section 365(n) of the United States Bankruptcy Code.

## 7. MISCELLANEOUS PROVISIONS

7.1 Term. The terms of the licenses granted by this Agreement in Section 2.1 and 2.2 shall commence upon the Effective Date and shall remain in full force and effect until the expiration of the last-to-expire licensed patent under Section 2.1 and Section 2.2, as applicable. All other terms shall survive the expiration of all patents licensed hereunder.

7.2 No Right to Terminate. No Party shall have the right to terminate this Agreement for any reason.

7.3 Confidentiality of Terms. Each Party, on behalf of itself and its Affiliates, agrees to maintain the confidentiality of this Agreement and to not disclose this Agreement or the terms or conditions contained herein (collectively “Confidential Information”) to any third party except pursuant to the exceptions expressly set forth below:

(a) the Parties are permitted to disclose the terms of this Agreement to any owners of an interest in a Party, on the condition that any such communication clearly informs each owner that the information being shared is confidential and is not to be shared with any other person or entity and the owner agrees to this obligation,

(b) the Parties are permitted to disclose this Agreement to their legal counsel, accountants, bookkeepers, and/or investment or financial advisors, potential investors, and potential purchasers of stock or assets on the condition that any such communication clearly informs each entity that the information being shared is confidential and is not to be shared with any other person or entity and the recipient agrees to this obligation,

(c) the Parties are permitted to disclose the Agreement or its terms as required by law, discovery request, subpoena, or court order, subject to the Notice and related obligations pursuant to Section 7.4 below,

(d) the Parties are permitted to disclose the Agreement or its terms to the extent necessary to enforce or carry out this Agreement,

(e) the Parties are permitted to disclose the Agreement or its terms to exercise their rights under this Agreement,

(f) the Parties are permitted to disclose that they have licenses to the SureCall Licensed Patents or the Wilson Licensed Patents, and

(g) the Parties are not otherwise permitted to disclose the existence or terms of the Agreement, except that they may state that “the parties entered a mutually satisfactory settlement” or “we reached a satisfactory settlement with [the other party],” “the parties entered into [or reached] a settlement,” or “the litigation is over [and the cases have dismissed].

7.4 Notice. Except in the case of disclosure to the United States (including a Federal District Court, the SEC, and the IRS) for which notice and consent to disclosure is deemed given as of the Effective Date, in the event that either Party is required by law or legal process to disclose any of the confidential terms and conditions of this Agreement, that Party will use commercially reasonable efforts to provide, to the extent reasonable and legally permitted, the other Party with prompt written notice of any such request so that the other Party may seek a protective order, file a confidential treatment request, seek another appropriate remedy, and/or waive compliance with the confidentiality provisions of this Agreement.

7.5 [REDACTED]

7.6 [REDACTED]

7.7 [REDACTED]

7.8 Governing Law; Venue; Enforcement. This Agreement and any action, suit, proceeding, or claim arising under or relating to this Agreement will be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the state of Utah and by any controlling federal law with respect to the subject matter, without regard to principles of conflict of laws to the contrary. Utah has a substantial relationship to the transactions in this Agreement. Both Parties consent to the jurisdiction of and venue in the state or federal courts located in Utah in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement. A breach of any of the terms of this Agreement, including the material falsity of any representation or warranty, and the failure to perform under any covenant or agreements herein, shall entitle the non-breaching Party to exercise any and all remedies available at law or in equity, subject only to any express limitations stated in this Agreement. Except as expressly provided herein, the rights and remedies herein provided are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise. Failure of either Party to this Agreement to detect, protest, or remedy any breach of this Agreement does not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. Any waiver of a breach of this Agreement by a Party hereto may only occur pursuant to the express written permission of an authorized representative of the Party against whom the waiver is asserted.

7.9 Representations of SureCall. SureCall represents and warrants that:

7.9.1 SureCall has full power and authority to execute this Agreement;

7.9.2 SureCall has full power and authority to grant all of the rights granted hereunder, and to perform its obligations hereunder, including without limitation the right to grant all licenses, rights, releases, covenants, and immunities of the full scope set forth in this Agreement with respect to all SureCall Licensed Patents;

7.9.3 SureCall possesses all rights, title, and interest in and to the SureCall Licensed Patents, whether by exclusive license or assignment, and no other third party owns any right to recover for infringement of or to assert any rights in the SureCall Licensed Patents;

7.9.4 SureCall has not granted and will not grant any licenses or other rights, under the SureCall Licensed Patents or otherwise, that would conflict with or prevent the licenses and rights granted to Wilson hereunder;

7.9.5 To SureCall's knowledge, there are no liens, conveyances, mortgages, assignments, encumbrances, or other agreements that would prevent or impair the full and complete exercise of the terms of this Agreement;

7.9.6 As of the Effective Date, assuming due execution by Wilson, no persons or entities other than SureCall are required to fully effectuate this Agreement;



7.9.7 The execution and delivery of this Agreement by SureCall and the consummation of the transactions contemplated hereby, and performance by SureCall of its obligations under this Agreement does not conflict with or violate any provision of federal, state or local law, rule or regulation to which SureCall or any of its Affiliates is subject to as of the Effective Date, or any agreement or other obligation directly or indirectly applicable to, or binding upon the assets of, SureCall or any of its Affiliates, except where such conflict or violation would not have a material adverse effect on SureCall's ability to perform its obligations under this Agreement;

7.9.8 With the exception of claims or defenses relating to District of Utah Action and the ITC Investigations, SureCall is not aware of any actions, causes of action, claims or demands, claims for infringement, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation against Wilson, or its Affiliates;

7.9.9 [REDACTED]

7.10 Representations of Wilson. Wilson represents and warrants that:

7.10.1 Wilson has full power and authority to execute this Agreement;

7.10.2 Wilson has full power and authority to grant all of the rights granted hereunder, and to perform its obligations hereunder, including without limitation the right to grant all licenses, rights, releases, covenants, and immunities of the full scope set forth in this Agreement with respect to all Wilson Licensed Patents;

7.10.3 Wilson possesses all rights, title, and interest in and to the Wilson Licensed Patents, whether by exclusive license or assignment, and no other third party owns any right to recover for infringement of or to assert any rights in the Wilson Licensed Patents;

7.10.4 Wilson has not granted and will not grant any licenses or other rights, under the Wilson Licensed Patents or otherwise, that would conflict with or prevent the licenses and rights granted to SureCall hereunder;

7.10.5 To Wilson's knowledge, there are no liens, conveyances, mortgages, assignments, encumbrances, or other agreements that would prevent or impair the full and complete exercise of the terms of this Agreement;

7.10.6 As of the Effective Date, assuming due execution by SureCall, no persons or entities other than Wilson are required to fully effectuate this Agreement;

7.10.7 The execution and delivery of this Agreement by Wilson and the consummation of the transactions contemplated hereby, and performance by Wilson of its obligations under this Agreement does not conflict with or violate any provision of federal, state or local law, rule or regulation to which Wilson or any of its Affiliates is subject to as of the Effective Date, or any agreement or other obligation directly or indirectly applicable to, or binding upon the assets of, Wilson or any of its Affiliates, except where such conflict or violation would not have a material adverse effect on Wilson's ability to perform its obligations under this Agreement;

7.10.8 With the exception of claims or defenses relating to District of Utah Action and the ITC Investigations, Wilson is not aware of any actions, causes of action, claims or demands, claims for infringement, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation against SureCall, or their Affiliates;

7.10.9 [REDACTED]

7.11 Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED ABOVE IN SECTIONS 7.9 AND 7.10, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE WILSON LICENSED PATENTS OR THE SURECALL LICENSED PATENTS, WHICH ARE LICENSED AS IS. THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THE OTHER PARTY HAS BEEN MADE AWARE OF SUCH PURPOSE. NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS AN ASSURANCE, WARRANTY, OR REPRESENTATION (A) AS TO THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY OF THE WILSON LICENSED PATENTS OR SURECALL LICENSED PATENTS OR ANY CLAIMS THEREOF; (B) THAT PRACTICE OF THE WILSON LICENSED PATENTS OR SURECALL LICENSED PATENTS OR ANYTHING MADE, USED, SOLD, OR OTHERWISE DISTRIBUTED OR DISPOSED OF UNDER ANY LICENSE GRANTED HEREIN IS OR WILL BE FREE FROM INFRINGEMENT OF ANY OTHER PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, EVEN IF A PARTY HAS BEEN MADE AWARE OF SUCH INFRINGEMENT; OR (C) THAT THE WILSON LICENSED PATENTS OR SURECALL LICENSED PATENTS WILL NOT BE FOUND INVALID, UNPATENTABLE, OR UNENFORCEABLE FOR ANY REASON IN ANY ADMINISTRATIVE, ARBITRATION, JUDICIAL, OR OTHER PROCEEDING.

7.12 Relationship of Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, employment, franchise, or agency relationship between Wilson and SureCall or with any Affiliate of any Party.

7.13 Headings. The section and paragraph headings used in this Agreement are for convenience only and the Parties do not intend that they be used in interpreting this Agreement.

7.14 Severability. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will have full force and effect, and the invalid or unenforceable provision will be modified or partially enforced to the maximum extent permitted to effect the original intent of the Parties.

7.15 Modifications and Amendment. Neither Party will be bound by any modifications, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein or in a writing signed with or subsequent to execution hereof by an authorized representative of the Party to be bound thereby.



7.16 Nonwaiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term of this Agreement or any other agreement that may be in place between the Parties.

7.17 Notices. All notices given under this Agreement will be given in writing in English, and will be effective when delivered in person or by internationally-recognized overnight delivery service to the addresses below of the addressee Party. Copies of such notice shall be sent to (a) those identified to receive copies and (b) the email addresses listed below, but neither shall constitute effective notice under this Agreement. Either Party may from time to time give written notice pursuant to this paragraph of a change in its address for future notice purposes under this Agreement.

If to Wilson:

Wilson Electronics, LLC  
Attention: Bruce Lancaster  
3301 E. Deseret Drive  
St. George, UT 84790

With copy to:

Dentons US, LLP  
Attention: Kirk R. Ruthenberg  
1900 K Street NW  
Washington, DC 20006

If to SureCall:

Cellphone-Mate, Inc. d/b/a SureCall  
Attention: Hongtao Zhan  
48346 Milmont Drive  
Fremont, CA 94538

With a copy to:

Knobbe, Martens, Olson & Bear LLP  
Attention: Jon W. Gurka  
2040 Main Street, 14<sup>th</sup> Floor  
Irvine, CA 92614

7.18 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions with respect to such subject matter, [REDACTED]. None of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein or in a writing signed by authorized representatives of both Parties.

7.19 Interpretation; Comprehension. The official language version of this Agreement is English. No translation of this Agreement by either Party will affect the understanding or interpretation of this Agreement, and no Party shall contest any provision of this Agreement on the basis of any lack of comprehension of English. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement. Each Party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof. Each Party has authorized and directed their respective legal counsel to execute and deliver such other and further documents as may be required to carry out this Agreement. This Agreement has been negotiated by, and subject to the scrutiny of, the Parties and their respective counsel and shall be interpreted reasonably and fairly in accordance with its terms without consideration or weight being given to the Agreement or any portion hereof having been drafted by a Party or its counsel.

7.20 Statutory References. In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

7.21 Counterparts; Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes..

7.22 Reformation. The Parties hereby acknowledge their mutual intent that if any court with appropriate jurisdiction determines that any covenant or obligation of this Agreement is excessive in duration or scope, unreasonable, or unenforceable under the laws of the state of Utah, that the court should modify or amend that covenant or obligation to render it enforceable to the maximum extent permitted under the laws of the state of Utah.

7.23 Costs and Expenses. The Parties shall bear their own costs and expenses, including attorneys' fees, in connection with the negotiation and execution of this Agreement, the District of Utah Action, the ITC Investigations, and the transactions contemplated hereunder.

7.24 No Admission. It is specifically understood and agreed that no Party has conceded or admitted any liability or wrongdoing of any kind and that the execution of this Agreement is part of a settlement and compromise of claims to resolve the outstanding disputes between the Parties, and is not to be construed as an admission of any liability or fault whatsoever by any Party.

*Signature pages to follow.*

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**Wilson Electronics LLC**

DocuSigned by:  
By: Bruce Lancaster  
Name: Bruce Lancaster  
Title: Chief Executive Officer  
Date 5/7/2021 | 6:35 PM EDT

**Cellphone-Mate, Inc. d/b/a SureCall**

DocuSigned by:  
By: Hongtao Zhan  
Name: Hongtao Zhan  
Title: Chief Executive Officer  
Date 5/8/2021 | 2: 2 AM EDT

**Shenzhen SureCall Communication  
Technology Co., Ltd.**

DocuSigned by:  
By: Hongtao Zhan  
Name: Hongtao Zhan  
Title: Chief Executive Officer  
Date 5/8/2021 | 2:12 AM EDT

**CERTAIN CELLULAR SIGNAL BOOSTERS, REPEATERS,  
BI-DIRECTIONAL AMPLIFIERS, AND COMPONENTS  
THEREOF (I)**

**Inv. No. 337-TA-1249**

**PUBLIC CERTIFICATE OF SERVICE**

I, Lisa R. Barton, hereby certify that the attached **INITIAL DETERMINATION** has been served upon the following parties as indicated, on **May 14, 2021**.



Lisa R. Barton, Secretary  
U.S. International Trade Commission  
500 E Street, SW, Room 112  
Washington, DC 20436

**On Behalf of Complainant Wilson Electronics LLC:**

Kirk. R. Ruthenberg  
**DENTONS US LLP**  
1900 K. Street, NW  
Washington, DC 20006  
Email: kirk.ruthenberg@dentons.com

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: Email Notification  
of Availability for Download

**On Behalf of Respondents Cellphone-Mate, Inc. d/b/a  
SureCall and Shenzhen SureCall Communication Technology  
Co. Ltd.:**

Jon W. Gurka, Esq.  
**KNOBBE, MARTENS, OLSON & BEAR, LLP**  
2040 Main Street, Fourteenth Floor  
Irvine, CA 92614  
Email: Jon.gurka@knobbe.com

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: Email Notification  
of Availability for Download