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May 24, 2017

Case Nos. A-122-857, C-122-858
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Investigation
AD/CVD Operations, Offices I, III and IV

PUBLIC DOCUMENT

Via Electronic Filing

The Honorable Wilbur L. Ross, Jr.
Secretary of Commerce
Attention: Enforcement and Compliance
APO/Dockets Unit, Room 18022
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

**Re: Certain Softwood Lumber Products from Canada: Response to Scope
Comments Supplemental Questionnaire**

Dear Secretary Ross:

On behalf of the Committee Overseeing Action for Lumber International Trade Investigations or Negotiations (“COALITION” or “Petitioner”),¹ we hereby respond to a questionnaire issued by the U.S. Department of Commerce (the “Department”) on Thursday, May 18, 2017 regarding the scope of the antidumping (“AD”) and countervailing duty (“CVD”)

¹ The COALITION is an ad hoc association whose members are: U.S. Lumber Coalition, Inc.; Collum’s Lumber Products, L.L.C.; Hankins, Inc.; Potlatch Corporation; Rex Lumber Company; Seneca Sawmill Company; Sierra Pacific Industries; Stimson Lumber Company; Swanson Group; Weyerhaeuser Company; Carpenters Industrial Council; Giustina Land and Timber Company; and Sullivan Forestry Consultants, Inc.

May 24, 2017

Page 2

investigations of softwood lumber from Canada, as well as proposed exclusionary language.²

Pursuant to the Department's questionnaire and section 351.301(c)(1) of the Department's regulations, this submission is timely.³

Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

/s/ David A. Yocis

Andrew W. Kentz
David A. Yocis
Lisa W. Wang
James Oys, Trade Analyst
PICARD KENTZ & ROWE LLP
Counsel to Petitioner

² Letter to Petitioner from the Department, "Supplemental Scope Questions," A-122-857, C-122-858 (May 18, 2017).

³ 19 C.F.R. § 351.301(c)(1) (new factual information "submitted in response to questionnaires"); *see also* 19 C.F.R. § 351.102(b)(21)(i) ("Evidence, including statements of fact, documents, and data submitted either in response to initial and supplemental questionnaires, or, to rebut, clarify, or correct such evidence submitted by any other interested party.")

Certain Softwood Lumber Products from Canada
A-122-857; C-122-858
Scope Comments Supplemental Questionnaire

1. The COALITION and interested parties proposed exclusionary language regarding bed-frame components and crating ladder components. The proposed exclusions require that the producer/exporter or importer retain a copy of the specification or design of the product in question to demonstrate that the merchandise is in fact a component of the respective finished product. Please explain if U.S. Customs and Border Protection (CBP) has any authority over parties outside of the in the United States such as producers and exporters. Also, explain how CBP would be able to enforce or administer this requirement with respect to foreign producers and foreign exporters.

Answer: Petitioner is not aware that CBP possesses any general or broad authority over parties outside of the United States, such as foreign producers or exporters. Further, Petitioner is not aware of any general authority of CBP to conduct verification or other enforcement actions outside of the United States. As such, CBP may not be able to effectively enforce or administer the requirement at issue with respect to foreign producers or exporters.

In stating that it was prepared to support scope exclusions on certain bed-frame components and crating ladder components, Petitioner's main focus was on the precision of the exclusion language to ensure that it would not result in circumvention of possible antidumping ("AD") or countervailing duty ("CVD") orders.⁴ The Department, however, has raised reasonable concerns about the administrability of the proposed scope exclusions. If CBP has no or limited authority over foreign producers or exporters, the administrability of the proposed scope exclusions would be similarly restricted and may result in circumvention concerns.

The proposed scope exclusions also state, however, that a U.S. importer could retain a copy of the specification or design of the product to demonstrate that the merchandise is in fact a component of the respective finished product. CBP would have authority over a U.S. importer,

⁴ See Letter from Petitioner to the Department, "Additional Comments on Scope," at 2-3, A-122-857, C-122-857 (Apr. 3, 2017) ("April 3 Scope Comments"). Petitioner also stated that it and its constituent members do not produce the products at issue. *Id.*

and thus, could enforce such a requirement on the U.S. importer rather than the foreign producer or exporter.

2. The proposed scope exclusions for bed-frame components and crating ladder components require that the components are “sold as” complete sets, and identified as such on the invoice. However, given that the merchandise need not be entered as a single Customs entry, please describe the mechanism by which CBP could ensure that the various components are being imported in quantities such that they are actually imported as sets. In other words, please explain whether a party could import a large number of end boards, claim – based on the invoice and/or specification – that the boards are part of a bed-frame, but then never import the remaining components. Additionally, please state how the measures identified in the proposed scope exclusions for bed-frame components and crating ladder components prevent such potential circumvention.

Answer: Petitioner understands that the situation described by the Department is caused by language stating that bed-frame components and crating ladder components, which must be sold as “complete sets,” but may be shipped “together or separately.”⁵ Petitioner understands that the Canadian exporters and U.S. importers of these products believe that it would be commercially impracticable to require the sets to be entered simultaneously in all situations. Petitioner agrees that allowing complete sets to be shipped in multiple entries could create circumvention concerns, including for the situation mentioned by the Department. However, Petitioner believes that this situation would be unlikely because of the requirements that the commercial invoice must clearly identify the items or components that constitute the “complete set”⁶ or “specification or design provided by the purchaser.”⁷ In addition, importers are required to demonstrate that they are importing full sets of components.

⁵ April 3 Scope Comments at 2 (emphasis added).

⁶ *Id.* (describing box-spring frame components).

⁷ *Id.* (describing crating ladder components). *See also* Letter from BarretteWood, Inc. and EACOM Timber Corporation to the Department, “Scope Comments for Bed-Frame Components Exclusion,” at 3, A-122-857 and C-122-858 (May 5, 2017) (stating that “{t}here are a limited number of Canadian producers and importers and the channels of distribution are well established.”).

For example, as one of the interested parties seeking this exclusion has shown, the design specification for any particular design of a mattress frame or crating ladder includes a number of parts, each of which individually is clearly subject merchandise within the scope, but which are sold as a complete set.⁸ While Petitioner produces, and would oppose an exclusion for, softwood lumber meeting the definition of any one of these components, Petitioner does not produce full sets of all components meeting all the requirements of specifically designed mattress frames or crating ladders. Thus, it is only the full set of components that Petitioner is willing to consider excluding from the scope of any AD/CVD order.

However, the precise number and type of components used to make any particular mattress or box-spring frame or crating ladder will vary, based on the size of the mattress or box spring and the specific design being used. The proposed language is intended to require the importer to demonstrate to CBP's satisfaction, through the commercial invoice and an available design specification, that the importer is in fact importing complete sets of components.

3. Please explain whether the proposed exclusions' requirement that excluded bed-frame components and crating ladder components be invoiced as such reflects a requirement based on end-use. If your contention is that the invoice requirement does not create a requirement based on end-use, please explain how the "invoiced as" provision contributes to determining whether the merchandise is within or outside the scope.

Answer: Petitioner understands that the Department prefers not to define the scope of an AD or CVD order based on an "end-use" application. For example, in *Steel Wheels from China*, the Department stated:

{R}eliance on an end-use application often results in ambiguity with respect to product coverage at the time merchandise enters the country, which is when CBP

⁸ See, e.g., Letter from Resolute FP Canada Inc. to the Department, "Resolute's Scope Comments," A-122-857 and C-122-858 at Exhibit 3 (providing sample design specifications for certain mattress frames and photographs of relevant component parts).

must determine whether the importer has properly classified the merchandise as subject or non-subject merchandise.⁹

For this reason, Petitioner does not support any exclusion that is based on intended end-use.

As explained in response to Question 2 above, in supporting the proposed scope exclusions for certain bed-frame components and crating ladder components, Petitioner wished to limit the proposed exclusion to complete sets or kits of mattress frames and crating ladders, and not for the individual components as such. Thus, the proposed scope language requires the importer to demonstrate that it is importing full sets of components. Petitioner understands that the relevant Canadian exporters and U.S. importers believe that the most commercially practicable way that they can prove to CBP's satisfaction that a claim for exclusion under this scope provision is justified is with reference to the commercial invoice and to a particular design specification that defines the precise number and type of components that make up a particular set. Thus, the requirement is not based on "end use," in that the importer need not in fact assemble all of the imported components into a box spring frame or a crating ladder, or demonstrate any subjective intent to so assemble them, in order to qualify for the exclusion. Rather, the reference to the invoice and to the design specification are intended to allow CBP to enforce the requirement that the imported components actually represent all of the components necessary to make a box spring frame or a crating ladder.

⁹ *Certain Steel Wheels From the People's Republic of China: Notice of Final Determination of Sales at Less Than Fair Value and Partial Affirmative Final Determination of Critical Circumstances*, 77 Fed. Reg. 17,021 (Dep't Commerce Mar. 23, 2012) and accompanying Issues and Decision Memorandum ("*Steel Wheels from China*").

4. The 2001 investigation of softwood lumber products from Canada, and the Softwood Lumber Agreement, contained an exclusion for bed-frame kits when all component pieces of a bed frame were shipped together. Please state whether the COALITION would agree to such an exclusion here and, if applicable, propose such language.

Answer: In the 2001 investigations, the Department excluded certain “box-spring frame kits” from the scope of the AD and CVD orders:

Box-spring frame kits: if they contain the following wooden pieces--two side rails, two end (or top) rails and varying numbers of slats. The side rails and the end rails should be radius-cut at both ends. The kits should be individually packaged, they should contain the exact number of wooden components needed to make a particular box spring frame, with no further processing required. None of the components exceeds 1" in actual thickness or 83" in length.¹⁰

In principle, Petitioner believes that the language above (*i.e.*, an individually packaged kit with the exact number of wooden components needed to make a particular box-spring frame), would also address the circumvention and administrability concerns described in Question 2. Petitioner understands that requiring sets of components to be individually packaged and shipped in this way may be commercially impracticable for U.S. importers, and therefore Petitioner is willing to consider more flexible approaches to the importation of complete sets. The proposed scope exclusion language in this proceeding was intended to provide importers with the desired flexibility while still ensuring that CBP could, if necessary through the issuance of “CF-28” requests for information, determine whether importers were in fact importing complete sets of components or not. If, in fact, the proposed language is not administrable by CBP, then Petitioner is not in a position to propose revised language that would both meet the administrability concerns of CBP and the Department and the commercial requirements of the

¹⁰ *Notice of Preliminary Determination of Sales at Less Than Fair Value and Postponement of Final Determination: Certain Softwood Lumber Products From Canada*, 66 Fed. Reg. 56,062 (Dep’t Commerce Nov. 6, 2001) (emphasis added); *Notice of Final Affirmative Countervailing Duty Determination and Final Negative Critical Circumstances Determination: Certain Softwood Lumber Products From Canada*, 67 Fed. Reg. 15,545 (Dep’t Commerce Apr. 2, 2002) (collectively, “*Lumber IV*”).

producers and importers of this product. Although Petitioner is willing to continue to work with the relevant producers and importers to find a practicable solution, Petitioner does not produce the specific items in question and is not in a position to propose alternatives.

5. The COALITION explained that edge-glued wood, as described by Terminal Forest Products, is outside of the scope of these investigations, as the product is a “finished, engineered wood product that qualifies as a distinct, finished product that is no longer softwood lumber.” Please explain whether, pursuant to this rationale, the Department should determine that cross-laminated timber, as a finished engineered wood product, is similarly outside of the scope. If not, please explain why edge-glued wood and cross-laminated timber should receive different scope treatment.

Answer: In principle, Petitioner agrees that, similar to the edge-glue wood product described by Terminal Forest Products Ltd. (“Terminal”), the term “cross-laminated timber” (“CLT”) generally refers to a finished, engineered wood product that qualifies as a distinct, finished product that is no longer softwood lumber.¹¹ Petitioner, however, remains concerned about the precision of the language for CLT products.

In these proceedings, only the Government of Canada (“GOC”) has proposed language for such a product.¹² Specifically, in its Initial Scope Comments, the GOC defined CLT products as a “solid, straight, rectangular panel formed from kiln-dried beams of wood that have

¹¹ See April 3 Scope Comments at 9; see also Letter from Terminal to the Department, “Rebuttal Scope Comments,” A-122-857 and C-122-858 (Mar. 31, 2017) (“Terminal March 31 Comments”); Letter from Terminal to the Department, “Additional Comments on Scope – Edge Glued Lumber,” A-122-857 and C-122-858 (May 5, 2017).

¹² See Letter from the GOC to the Department, “Comments on Product Coverage and Scope of the Investigations,” 8, A-122-857 and C-122-858 (Jan. 9, 2017) (“GOC Initial Scope Comments”). In its January 9, 2017 comments on the scope of the investigations, the New Brunswick Lumber Producers (“NBLP”) stated that they “support the views expressed by other parties that the Department clarify that the scope of the investigation excluded wood shims and cross-laminated timber.” The NBLP did not provide a definition for either wood shims or CLT. Letter from NBLP to the Department, “New Brunswick Lumber Producers Comments on Scope of the Investigation,” 2, A-122-857 and C-122-858 (Jan. 9, 2017).

been pressed, finger jointed, and glued in perpendicular layers.”¹³ In its January 19 Scope Comments, Petitioner responded that with respect to the GOC’s proposed definition, “{a}s explained above with regards to edge-glued lumber or wood products, the definition proposed by the GOC is ambiguous and would not be adequate to prevent issues of circumvention.”¹⁴ For example, the American Plywood Association states that CLT products should “consist of an odd number of layers (usually, three to seven).”¹⁵ They also should be “bonded with structural adhesives.”¹⁶ The definition proposed by the GOC would seem to cover a wide range of products that may or may not be within the industry definition of CLT.

The GOC, however, has not offered a more precise definition.¹⁷ Instead, in its May 5, 2017 scope comments, the GOC reiterated its CLT definition without an explanation of how this general definition is sufficient to prevent issues of circumvention or how it conforms to industry standards.¹⁸ Until the GOC or other interested parties are able to provide a precise definition for

¹³ GOC Initial Scope Comments at 8.

¹⁴ See Letter from Petitioner to the Department, “Response to Scope Comments,” 13-14, A-122-857 and C-122-858 (Jan. 19, 2017) (“January 19 Scope Comments”).

¹⁵ American Plywood Association – The Engineered Wood Association, “Cross Laminated Timber” (2017), <https://www.apawood.org/cross-laminated-timber> (Exhibit 1).

¹⁶ *Id.*

¹⁷ It should be noted that in response to Petitioner’s January 19 Scope Comments, Terminal submitted a more precise definition of “edge-glued wood,” which addressed Petitioner’s circumvention concerns. See Terminal March 31 Comments at 9 (“TFP has been in discussion with Petitioner to agree upon more detailed descriptive language that would be an acceptable reference for exclusion of edge glued lumber.”). Based on this more precise definition, Petitioner agreed that the product described by Terminal is outside the scope of the investigations, but cautioned that other products purporting to be edge-glued wood (*e.g.*, two pieces of softwood lumber “simply glu{ed} together”) may not be outside the scope. April 3 Scope Comments at 8-9.

¹⁸ Letter from the GOC to the Department, “Comments on Proposed Scope Exclusions Currently under Consideration by the Department, 17, A-122-857 and C-122-858 (May 5, 2017) (“**3.k. Cross-laminated timber:** a solid, straight, rectangular panel formed from kiln-dried

CLT products, the Department should not grant a scope exclusion based on an imprecise and vague definition. Legitimate clarifications that downstream, value-added engineered wood products such as edge-glued lumber or CLT are not within the scope of the investigation should not become vehicles to encourage circumvention of the order by allowing a party to import subject merchandise that has been glued together in a minimal fashion, and then “ripping” apart the boards for resale as ordinary lumber.¹⁹

6. Please state whether there are circumstances under which fence pickets would not be considered subject merchandise. For instance, please describe the extent to which a board must be shaped in order to be considered a “finished” fence picket, and therefore be considered outside of the scope. Please also state if painting a shaped board would be sufficient to indicate that a board “bears marks of special adaptation” as a fence picket.

Answer: Based on the record of these investigations, Petitioner does not believe there is a definition for “fence pickets” that would be adequate to address circumvention concerns. In other words, Petitioner has not seen any evidence that “fence pickets” should qualify as a distinct, finished product that is no longer softwood lumber. Instead, the evidence on the record demonstrates that “fence pickets” are simply pieces of softwood lumber that could be used as a possible avenue for circumvention. For example, and as illustrated below, products currently marketed as so-called “fence pickets” are indistinguishable from subject merchandise.²⁰

beams of wood that have been pressed, finger jointed, and glued in perpendicular layers.”) (emphasis in original).

¹⁹ See e.g., January 19 Scope Comments at Exhibit 3 (describing a 2011 complaint brought by the United States against Forest Products Northwest (d/b/a Northwest Forest Products), a U.S. importer of softwood lumber, seeking more than \$2 million for misclassifying lumber imports to evade AD and CVD duties for edge-glued wood products).

²⁰ Home Depot, “1 in. x 6 in. x 6 ft. Western Red Cedar Flat Top Fence Picket (16-Pack)” (2017), <http://www.homedepot.com/p/Outdoor-Essentials-1-in-x-6-in-x-6-ft-Western-Red-Cedar-Flat-Top-Fence-Picket-16-Pack-240397/206935715> (Exhibit 2).



“Flat Top Fence Picket”

Further, in a CBP ruling on whether certain imports of Canadian softwood lumber could be considered fence pickets, CBP found that “cutting a dog-ear on all the boards at issue, regardless of length, is not a genuine step in manufacturing or producing fence pickets and is not legitimate tariff engineering but rather a disguise or artifice intended to escape quota restrictions under the 1996 U.S.-Canada Softwood Lumber Agreement.”²¹ As illustrated below, CBP issued such a ruling because a so-called “dog-eared fence picket” is simply a shaped or rounded piece of softwood lumber that could easily be reshaped after importation.²²

²¹ January 19 Scope Comments at 9-10 and Exhibit 4 (U.S. Customs and Border Protection, “Protest number 3004-00-100085; Dog-eared fence pickets; Heading 4421; Heading 4407,” Ruling HQ 964222 (July 7, 2002)).

²² See e.g., Home Depot, “Outdoor Essentials: 5/8 in. x 3-1/2 in. x 6ft Moulded Spruce Dog Ear Fence Picket (7-Pack)” (2017), <http://www.homedepot.com/p/Outdoor-Essentials-5-8-in-x-3-1-2-in-x-6-ft-Moulded-Spruce-Dog-Ear-Fence-Picket-7-Pack-208683/207190940> (Exhibit 3).



“Dog Ear Fence Picket”

As such, it is insufficient to shape or paint a shaped (or non-shaped) board in order to qualify for an exclusion from the scope of these investigations. Such actions are insufficient to distinguish between a distinct, finished product and softwood lumber.

7. Please state whether wood shims in nominal lengths of 8 inches and 16 inches, and with actual thicknesses ranging from 1/8 to 3/8 inches at the thick end, and 1/16 to 1/32 inches at the thin end, are covered by the scope of these investigations.

Answer: Petitioner understands that this description of “wood shims” originates from a request from J.D. Irving, Limited (“Irving”) and specifically describes the type of products that are sold by Irving.²³ Based on this description, particularly the wide range of allowable thicknesses (*i.e.*, “tapering”), Petitioner cannot support an exclusion of such products from the scope of these investigations. As Petitioner previously stated, the distinguishing factor of wood shims appears to be that it is “tapered.”²⁴ An imprecise description of so-called wood shims, with a wide range of allowable thicknesses, may allow for a party to slightly taper or thin softwood lumber to result in an exclusion from the scope of a possible AD or CVD order. As

²³ Letter from Irving to the Department, “Comments on the Scope of the Investigations,” A-122-857 and C-122-858 (Jan. 9, 2017).

²⁴ January 19 Scope Comments at 11-12.

illustrated below, so-called wood shims appear virtually identical to irregularly-cut pieces of softwood lumber and may be easily reshaped after importation.²⁵ As such, the act of “tapering” subject merchandise is insufficient to distinguish between a distinct, finished product and softwood lumber.



“Wood Shim”

8. Please state whether “pre-painted decorative wood products” are within the scope. Please describe the level of processing that must be undertaken to consider such products “finished” (and thus outside of the scope) rather than an intermediate product (and thus within the scope). Finally, please explain whether decorative wood products that are painted on all sides are considered within the scope.

Answer: Petitioner understands that the Department is referring to “pre-painted decorative wood products,” as proposed and defined by W.I. Woodtone Industries Inc. (“Woodtone”).²⁶ Specifically, Woodtone proposed the following scope exclusion:

Subject merchandise does not include finished non-structural Pre-Painted or Stained. Decorative Wood Products that are painted or stained on all surfaces with a declared invoice value above U.S. \$750/thousand board feet.²⁷

²⁵ Lowes, “Nelson Wood Shims Shim” (2017), <https://www.lowes.com/pd/Nelson-Wood-Shims-Shim-Actual-1-25-in-x-11-75-in/3731473> (Exhibit 4).

²⁶ See Letter from Woodtone to the Department, “Rebuttal Scope Comments,” A-122-857 and C-122-858 (Apr. 2, 2017) (“Woodtone Scope Comments”).

²⁷ *Id.* at 4.

As discussed above, “the Department does not generally define subject merchandise by end-use application.”²⁸ Woodtone’s reliance on term “decorative” in describing its proposed exclusion, however, incorporates the concept of an end-use application. For example, the term “decorative” has been used by CBP and the U.S. Court of International Trade to describe end-use applications.²⁹ Woodtone itself states that a key distinguishing factor of the product at issue is that it is “used in decorative, non-structural applications.”³⁰ As such, Petitioner believes that the Department should not grant such an exclusion request. Further, if the term “decorative” were removed from the scope language, the product would simply be “pre-painted wood products.”

As discussed above, Petitioner does not believe that painting or staining a piece of softwood lumber is sufficient to constitute a distinct, finished product that is no longer softwood lumber. In other words, it is unclear how a fully-painted or stained piece of softwood lumber does not meet the current scope definition of, for example, “{c}oniferous wood, sawn, or chipped lengthwise, sliced or peeled, whether or not planed, whether or not sanded, or whether or not finger-jointed, of an actual thickness exceeding six millimeters.” The level of processing must be significant and irreversible such that the risk of circumvention is insignificant. Allowing a

²⁸ See also *Notice of Final Determination of Sales at Less Than Fair Value: Raw Flexible Magnets From Taiwan*, 73 Fed. Reg. 39,673 (Dep’t Commerce July 10, 2008).

²⁹ See e.g., U.S. Customs and Border Protection, “The tariff classification of a decorative tassel for use as an embellishment to a decorative Christmas banner, from Taiwan,” Ruling NY 859402 (Jan. 15, 1991) (“While you suggested classification in HTS item 6307.90.40, this would not be proper noting that these tassels are for use more as a decorative as opposed to utilitarian end use.”) (emphasis added) (Exhibit 5); *Ethan Allen Operations, Inc. v. United States*, 121 F. Supp. 3d 1342, 1350-1351 (Ct. Int’l Trade 2015 (finding that “{b}ecause the {products at issue} have qualities of both a wooden bedroom chest (ability to store clothing) and of a wooden living room chest (decorative), Commerce failed to account for record evidence that weighed against its conclusion.”) (emphasis added).

³⁰ Woodtone Scope Comments at 3.

party to paint or stain a piece of softwood lumber in order to gain an exclusion from a possible AD or CVD order raises significant circumvention concerns.³¹ Thus, Petitioner considers wood products, whether or not for decorative end-use, that are painted on all sides as within the scope of these investigations.

9. To the extent that the COALITION's responses to the above questions would alter proposed scope or exclusionary language that is currently on the record, please submit revised language.

Answer: As stated in its May 5, 2017 comments on proposed scope exclusions and its amendment to the petitions, Petitioner has affirmatively proposed only one scope exclusion for ALB-certified lumber.³² Although Petitioner has expressed support for other scope exclusions, Petitioner did not draft the language of these exclusions. Instead, Petitioner reviewed them to determine if they: (1) cover products that are produced by Petitioner or that are directly competitive with products produced by the Petitioner³³; (2) are adequate to prevent Petitioner's circumvention concerns; and (3) are administrable for the Department and CBP based on Petitioner's understanding of the agencies' administration of AD/CVD orders.

As such, Petitioner does not believe it is necessary or appropriate for it to alter proposed scope or exclusionary language that it has not itself affirmatively proposed to the Department.

³¹ For example, ordinary studs could easily be painted or stained in order to evade an AD/CVD order, and then used in interior wall applications where painting or staining is immaterial.

³² Letter from Petitioner to the Department, "Comments on Proposed Scope Exclusions," A-122-857 and C-122 (May 5, 2017) ("May 5 Scope Comments"); Letter from Petitioner to the Department, "Amendment to the Petitions," A-122-857 and C-122 (May 5, 2017).

³³ See *Preamble*, 62 Fed. Reg. 27,323 (Dep't Commerce May 19, 1997) (the Department intends to avoid "situations where products in which the domestic industry has no interest are included in the scope of an order."); *Steel Wheels from China* Issues and Decision Memorandum at Comment 1 ("the Department attempts to define the scope of an investigation as accurately as possible, and that products in which the affected domestic industry has no interest should not be included in the scope of the investigation.") (emphasis added).

Petitioner has previously stated that the burden of proposing exclusion language that satisfies Petitioner's concerns regarding circumvention and the Department's concerns regarding administrability should be on the party requesting the exclusion, not the Department or Petitioner.³⁴ Such an approach prevents Petitioner from proposing scope exclusion language that may not be feasible for the requesting party. For example, Petitioner's alterations to scope language proposed by another interested party may address Petitioner's circumvention concerns, but may not be commercially reasonable for that party. Petitioner, however, remains willing to examine proposed alterations to the scope language if interested parties are able to satisfy Petitioner's and the Department's concerns.

³⁴ May 5 Scope Comments.

Certain Softwood Lumber from Canada
DOC Inv. Nos. A-122-857, C-122-858

COALITION CERTIFICATION

I, Zoltan van Heyningen, executive director of United States Lumber Coalition, Inc., on behalf of the Committee Overseeing Action for Lumber International Trade Investigations or Negotiations (“COALITION”), certify that I prepared or otherwise supervised the preparation of the attached submission of the **Response to Scope Comments Supplemental Questionnaire**, filed on May 24, 2017 (Case Nos. A-122-857, C-122-858).

I certify that the information contained in this submission is accurate and complete to the best of my knowledge. I am aware that U.S. law (including, but not limited to, 18 U.S.C. 1001) imposes criminal sanctions on individuals who knowingly and willfully make material false statements to the U.S. Government. In addition, I am aware that, even if this submission may be withdrawn from the record of the AD/CVD proceeding, the Department may preserve this submission, including a business proprietary submission, for purposes of determining the accuracy of this certification.

I certify that a copy of this signed certification will be filed with this submission to the U.S. Department of Commerce.



Zoltan van Heyningen
Committee Overseeing Action for Lumber
International Trade Investigations or
Negotiations (“COALITION”)

Dated: 05/23/2017

Certain Softwood Lumber from Canada
DOC Inv. Nos. A-122-857, C-122-858

REPRESENTATIVE CERTIFICATION

I, David A. Yocis, with PICARD KENTZ & ROWE LLP, counsel to the Committee Overseeing Action for Lumber International Trade Investigations or Negotiations (“COALITION”), certify that I have read the attached submission of the **Response to Scope Comments Supplemental Questionnaire**, filed on May 24, 2017 (Case Nos. A-122-857, C-122-858).

In my capacity as an adviser, counsel, preparer or reviewer of this submission, I certify that the information contained in this submission is accurate and complete to the best of my knowledge. I am aware that U.S. law (including, but not limited to, 18 U.S.C. 1001) imposes criminal sanctions on individuals who knowingly and willfully make material false statements to the U.S. Government. In addition, I am aware that, even if this submission may be withdrawn from the record of the AD/CVD proceeding, the Department may preserve this submission, including a business proprietary submission, for purposes of determining the accuracy of this certification.

I certify that a copy of this signed certification will be filed with this submission to the U.S. Department of Commerce.



David A. Yocis
Picard Kentz & Rowe LLP
1750 K St., NW
Suite 800
Washington, DC 20006

Dated: 5/24/2017

**PUBLIC CERTIFICATE OF SERVICE
CERTAIN SOFTWOOD LUMBER FROM CANADA
A-122-857**

I, David A. Yocis, hereby certify that a copy of the foregoing submission was served on this 24th day of May, 2017, on the following parties by hand delivery or by email per prior agreement when marked with an asterisk:

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On behalf of the Government of Canada

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**On behalf of the British Columbia
Lumber Trade Council and its
consituent associations: the Coast Forest
Products Association and the Council of
Forest Industries, and their members**

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**On behalf of Carrier Lumber Ltd. and
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On behalf of the Government of Ontario

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On behalf of the Government of Quebec

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**On behalf of Conseil de l'Industrie
forestiere du Quebec (CFIQ), the Ontario
Forest Industries Association, Resolute
FP Canada Inc. and Rene Bernard Inc.**

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On behalf of J.D. Irving, Limited

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On behalf of West Fraser Mills Ltd.

*Donald Harrison, Esq.

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**On behalf of Representative of Terminal
Forest Products Ltd.**

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**On behalf of Tolko Marketing and Sales
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**On behalf of Oregon-Canadian Forest
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/s/ David A. Yocis

David A. Yocis

PICARD KENTZ & ROWE LLP

Counsel to Petitioner

**PUBLIC CERTIFICATE OF SERVICE
CERTAIN SOFTWOOD LUMBER FROM CANADA
C-122-858**

I, David A. Yocis, hereby certify that a copy of the foregoing submission was served on this 24th day of May, 2017, on the following parties by first class mail or by email per prior agreement when marked with an asterisk:

On behalf of the Embassy of Canada

*Colin Bird

Embassy of Canada

501 Pennsylvania Avenue, NW
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**On behalf of the Government of Manitoba
and Government of Saskatchewan**

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**On behalf of the Government of British
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On behalf of the Government of Canada

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**On behalf of the British Columbia Lumber
Trade Council and its constituent
associations: the Coast Forest Products
Association and the Council of Forest
Industries, and their members**

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On behalf of the Government of Nova Scotia

*Thomas M. Beline

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**On behalf of Carrier Lumber Ltd., Carrier
Forest Products Ltd. and Retail Industry
Leaders Association (RILA)**

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**On behalf of Tembec Inc. and Eacom
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*Walter J. Spak, Esq.

White & Case LLP

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On behalf of West Fraser Mills Ltd.

*Donald Harrison, Esq.

Gibson, Dunn & Crutcher LLP

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**On behalf of Representative of Terminal
Forest Products Ltd. and W.I. Woodtone
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**On behalf of Oregon-Canadian Forest
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*Philip S. Gallas, Esq.

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**On behalf of the Conseil de l'Industrie
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Canada Inc. and Rene Bernard Inc.**

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**On behalf of the Government of New
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**On behalf of the New Brunswick Lumber
Producers ("NBLP") Chaleur Sawmills
Association, Delco Forest Products Ltd.,
Fornebu Lumber Ltd., H.J. Crabbe & Sons
Ltd., J.D. Irving Ltd., Marwood Lumber
Ltd. and Twin Rivers Paper Company Inc.**

*Richard L.A. Weiner, Esq.

Sidley Austin LLP

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**On behalf of UFP Western Division, Inc. and
UFP Eastern Division, Inc. (collectively,
UFP)**

*David M. Spooner, Esq.

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1717 Pennsylvania Ave., NW

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Washington, DC 20006-4623

/s/David A. Yocis

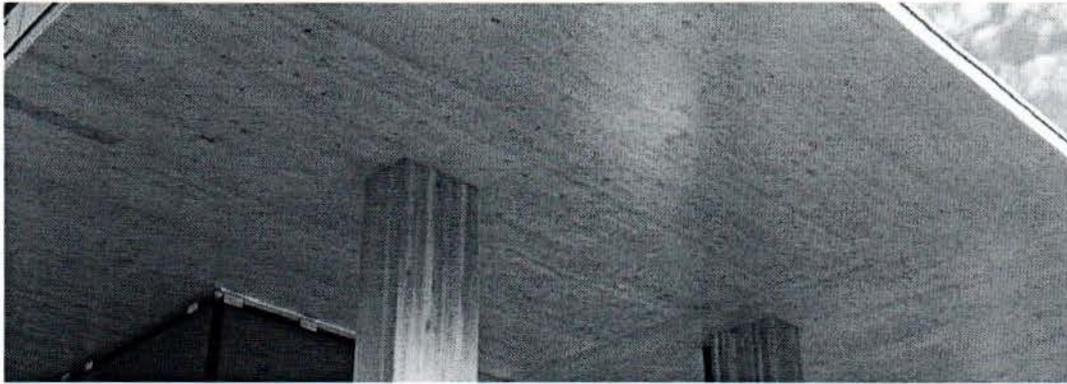
David A. Yocis

PICARD KENTZ & ROWE LLP

Counsel to Petitioner

Exhibit 1

MENU



CLT MANUFACTURERS

[Structurlam Products Ltd.](#)

[Nordic Structures](#)

[Riddle Laminators Incorporated](#)

[SmartLam, LLC](#)

[Freres Lumber Co., Inc.](#)

Cross-Laminated Timber (CLT)

20

86

INNOVATIVE SOLID WOOD PANELS OFFER NEW LARGE-SCALE DESIGN OPTIONS

CLT Basics

Cross-laminated timber (CLT) is a large-scale, prefabricated, solid engineered wood panel. Lightweight yet very strong, with superior acoustic, fire, seismic, and thermal performance, CLT is also fast and easy to install, generating almost no waste onsite. CLT offers design flexibility and low environmental impacts. For these reasons, cross-laminated timber is proving to be a highly advantageous alternative to conventional materials like concrete, masonry, or steel, especially in multi-family and commercial construction.



A CLT panel consists of several layers of kiln-dried lumber boards stacked in alternating directions, bonded with structural adhesives, and pressed to form a solid, straight, rectangular panel. CLT panels consist of an odd number of layers (usually, three to seven,) and may be sanded or prefinished before shipping. While at the mill, CLT panels are cut to size, including door and window openings, with state-of-the art CNC (Computer Numerical Controlled) routers, capable of making complex cuts with high precision. Finished CLT panels are exceptionally stiff, strong, and stable, handling load transfer on all sides.

Photo courtesy of Structurlam Products, Ltd.

Common CLT Applications

CLT is commonly used for long spans in walls, floors, and roofs.

CLT Sizing

CLT PRODUCT REPORTS

[PR-L314C: Structurlam CrossLam, Structurlam Products LP, Canadian Edition](#)

[PR-L306: Nordic X-Lam, Nordic Structures](#)

[PR-L314: Structurlam CrossLam, Structurlam Products LP](#)

[PR-L320: DRJ Cross-Laminated Timber, Riddle Laminators, Inc.](#)

[PR-L319: SmartLam Cross-Laminated Timber, Smartlam LLC](#)

[PR-L306C: Nordic X-Lam CLT, Nordic Structures, Canadian Edition](#)

CLT GREEN VERIFICATION REPORTS

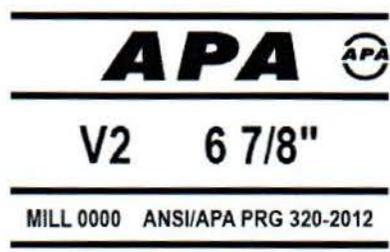
[APA Green](#)

Finished panels are typically 2 to 10 feet wide, with lengths up to 60 feet and thickness up to 20 inches. Widths up to 18 feet and lengths up to 98 feet are possible, but uncommon.

[Verification Report GR-L306, Nordic X-Lam CLT](#)

The APA Mark of Quality

APA trademarks appear only on products manufactured by APA member mills. The mark signifies that product quality is subject to verification through APA audit—a procedure designed to assure manufacture in conformance with APA performance standards or the standard shown in the mark.

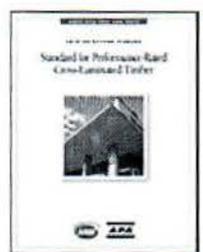


Cross-Laminated Timber
—Research in Progress
For recent CLT initiatives from the USDA Forest Service, Forest Products Lab, visit [Technical Research](#) —Research in Progress.

CLT Publications



Cross-Laminated Timber: North American CLT vs. Imported Product
Cross-laminated timber (CLT) manufactured in North America must meet stringent product standards and be certified to the ANSI/APA PRG 320-2012 Standard for Performance-Rated Cross-Laminated Timber. CLT manufactured outside of North America may not meet these performance standards.



ANSI/APA PRG 320-2012 Standard for Performance-Rated Cross-Laminated Timber
Provides requirements and test methods for qualification and quality assurance for performance-rated CLT, which is manufactured from solid-sawn lumber or structural composite lumber.

Resource Library

[Access a complete list of APA publications about Cross-Laminated Timber in APA's Resource Library.](#)

Exhibit 2

Home / Lumber & Composites / Fencing / Wood Fencing / Wood Fence Pickets

Model # 240397 Internet #206935715



Save to List

Outdoor Essentials

1 in. x 6 in. x 6 ft. Western Red Cedar Flat Top Fence Picket (16-Pack)

★★★★★ (1) Write a Review Questions & Answers (6)

- Cedar is naturally resistant to rot and decay
- Pack includes 16 flat top pickets for one 8 ft. fence panel
- Use pickets to build a new fence or repair an existing fence

\$97⁶² /package

Quantity

Not in Your Store - We'll Ship It There

Add to Cart

We'll send it to Falls Church for free pickup

Available for pickup
June 1 - June 6

[Check Nearby Stores](#)

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We're unable to ship this item to:
AK, GU, HI, PR, VI

We'll Ship It to You

Add to Cart

Free Shipping

Expect it
June 1 - June 5

[See Shipping Options](#)

Easy returns in store and online
[Learn about our return policy](#)

Product Overview

This flat top cedar picket is beautiful cedar fencing made easy. These pickets can be used for a variety of landscaping and craft projects. Fix your fence, build one from scratch or use these pickets to create other unique outdoors projects that meet your specific style, taste and needs.

- Made of cedar - naturally resistant to rot or decay
- For use above ground
- Can be painted or stained
- Fresh looking, natural appearance
- Ideal for building a 6 ft. high flat top privacy fence
- Actual picket width is a full 6 in., actual thickness is 5/8 in.

Info & Guides

[Instructions / Assembly](#)

You will need Adobe® Acrobat® Reader to view PDF documents.
[Download a free copy from the Adobe Web site.](#)

Exhibit 3

Home / Lumber & Composites / Fencing / Wood Fencing / Wood Fence Pickets

Model # 208683 Internet #207190940



Outdoor Essentials

5/8 in. x 3-1/2 in. x 6 ft. Moulded Spruce Dog Ear Fence Picket (7-Pack)

★★★★★ Write the first Review Questions & Answers (2)

- Create a 6-ft x 6-ft moulded fence panel using 3 sets of pickets
- Mix and match pickets for custom fence design
- Use pickets to build a new fence or repair an existing fence

\$32⁹⁷ /package

Save to List

Quantity

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Available for pickup
June 1 - June 6

[Check Nearby Stores](#)

We'll Ship It to You

Add to Cart

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Get it by
June 1

[See Shipping Options](#)

Or buy now with

We're unable to ship this item to:
AK, GU, HI, PR, VI

Easy returns in store and online
[Learn about our return policy](#)

Product Overview

Outdoor Essentials Moulded pickets add an easy, custom look to any outdoor space. Each picket is pressure treated for long-term performance and is backed by a 1-year limited warranty. The lighter appearance following treatment allows you to paint or stain to match the rest of your fence or apply water repellent and let it weather naturally. Perfect for new projects or to repair existing projects.

California residents: see [Proposition 65 information](#)

- Treated against termites, rot and fungal decay to maintain long-term structural integrity
- Includes installation hardware for convenience
- Includes 7 pickets

Info & Guides

[Instructions / Assembly](#)

[Warranty](#)

You will need Adobe® Acrobat® Reader to view PDF documents. [Download a free copy from the Adobe Web site.](#)

Exhibit 4

MEMORIAL DAY SAVINGS START NOW + FREE PARCEL SHIPPING WITH MYLOWE'S. SHOP NOW >



Open until 10PM!
Washington Lowe's ▾

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Nelson Wood Shims Shim (Actual: 1.25-in x 11.75-in)

Item # 3982 Model # CSH12SW-42-50

★★★★★ (1 Review)



\$3.98

- 1 +

ADD TO CART

♡ SAVE

🔗 SHARE



FREE Store Pickup

✔ 45 available today at Washington Lowe's!



Shipping & Delivery

✔ Available!

Aisle 43|44 , Bay 99

📍 In-Store Map

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GET STARTED

Get Details >

Product Information

Description

Nelson Wood Shims are known as good, clean, quality shims. Nelson Wood Shims have excellent packaging.

- Consistent quality
- Clean
- Dry
- Feathered ends
- Excellent snap

Specifications

Actual Width (Inches)	1.25	For Use with Tile	✗
Actual Length (Inches)	11.75	For Use with Door Hinges	✓
Wood Species	Spruce/pine-fir	For Use with Windows	✓
Actual Thickness (Inches)	0.25	Package Quantity	42
For Use with Doors	✓	Warranty	None
For Use with Toilets	✗	Finish	Unfinished
For Use with Drywall	✗	Material	Wood
For Use with Carpet	✗		

Need Help?

Call 1-800-445-6937

Products &

 CHAT WITH LOWE'

Exhibit 5

NY 859402

January 15, 1991

CLA-2-58:S:N:N3H:350 859402

CATEGORY: Classification

TARIFF NO.: 5808.90.0010

Mr. James Chan Rennoc Corporation 3501 S.E. Boulevard Vineland, N.J. 08360-7789

RE: The tariff classification of a decorative tassel for use as an embellishment to a decorative Christmas banner, from Taiwan.

Dear Mr. Chan:

In your letter dated January 7, 1991, you requested a tariff classification ruling. The two samples submitted consist of a red and green tassel of 100 percent acrylic man-made fiber construction which you indicate will be used as a small part of a decorative Christmas banner measuring approximately 12"x22". Both tassels contain a loop for hanging and a fringe measuring about 2.75 inches in length. While you suggested classification in HTS item 6307.90.40, this would not be proper noting that these tassels are for use more as a decorative as opposed to utilitarian end use.

The applicable subheading for the product, therefore, will be 5808.90.0010, Harmonized Tariff Schedule of the United States (HTS), which provides for ... tassels, ... and similar articles, of cotton; of man-made fibers. The duty rate will be 7.8 percent ad valorem.

This merchandise falls within textile category designation 229. Based upon international textile trade agreements products of Taiwan are subject to quota and the requirement of a visa.

The designated textile and apparel categories may be subdivided into parts. If so, visa and quota requirements applicable to the subject merchandise may be affected. Since part categories are the result of international bilateral agreements which are subject to frequent renegotiations and changes, to obtain the most current information available, we suggest that you check, close to the time of shipment, the Status Report on Current Import Quotas (Restraint Levels), an internal issuance of the U.S. Customs Service, which is available for inspection at your local Customs office.

This ruling is being issued under the provisions of Section 177 of the Customs Regulations (19 C.F.R. 177).

A copy of this ruling letter should be attached to the entry documents filed at the time this merchandise is imported. If the documents have been filed without a copy, this ruling should be brought to the attention of the Customs officer handling the transaction.

Sincerely,

Jean F. Maguire Area Director New York Seaport

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