

Columbia Aluminum Products, LLC v. United States
Court No. 19-00013, Slip. Op. 20-129 (CIT August 27, 2020)

**Final Results of Redetermination Pursuant to Court Remand
Aluminum Extrusions from the People’s Republic of China**

I. Summary

The Department of Commerce (Commerce) has prepared these final results of redetermination in accordance with the opinion and remand order of the United States Court of International Trade (CIT or the Court) in *Columbia Aluminum Products, LLC, v. United States*, Court No. 19-00013, Slip. Op. 20-129 (August 27, 2020) (*Remand Order*). This action arises out of Commerce’s Final Scope Ruling that certain door thresholds imported by Columbia Aluminum Products (Columbia),¹ fall within the scope of the antidumping and countervailing duty *Orders* on aluminum extrusions from the People’s Republic of China (China).²

In its *Remand Order*, the Court held that Commerce erred in failing to consider whether Columbia’s door thresholds should be excluded from the *Orders* under the finished merchandise exclusion in the scope language and remanded to Commerce to consider whether the door thresholds qualify for the finished merchandise exclusion.³ Pursuant to the *Remand Order* and

¹ See Memorandum, “Antidumping and Countervailing Duty Orders on Aluminum Extrusions from the People’s Republic of China: Final Scope Rulings on Worldwide Door Components Inc., MJB Wood Group, Inc., and Columbia Aluminum Products Door Thresholds,” dated December 19, 2018 (Final Scope Ruling).

² See *Aluminum Extrusions from the People’s Republic of China: Antidumping Duty Order*, 76 FR 30650 (May 26, 2011); and *Aluminum Extrusions from the People’s Republic of China: Countervailing Duty Order*, 76 FR 30653 (May 26, 2011) (collectively, the *Orders*).

³ See *Remand Order* at 15-17.

under respectful protest,⁴ we have considered whether Columbia's door thresholds qualify for the finished merchandise exclusion. As set forth in detail below, we continue to find that Columbia's door thresholds are subassemblies within the scope of the *Orders* and, therefore, fail to satisfy the requirements for the finished merchandise exclusion.

II. Scope of the *Orders*

The merchandise covered by the *Orders* is aluminum extrusions which are shapes and forms, produced by an extrusion process, made from aluminum alloys having metallic elements corresponding to the alloy series designations published by The Aluminum Association commencing with the numbers 1, 3, and 6 (or proprietary equivalents or other certifying body equivalents). Specifically, the subject merchandise made from aluminum alloy with an Aluminum Association series designation commencing with the number 1 contains not less than 99 percent aluminum by weight. The subject merchandise made from aluminum alloy with an Aluminum Association series designation commencing with the number 3 contains manganese as the major alloying element, with manganese accounting for not more than 3.0 percent of total materials by weight. The subject merchandise is made from an aluminum alloy with an Aluminum Association series designation commencing with the number 6 contains magnesium and silicon as the major alloying elements, with magnesium accounting for at least 0.1 percent but not more than 2.0 percent of total materials by weight, and silicon accounting for at least 0.1 percent but not more than 3.0 percent of total materials by weight. The subject aluminum extrusions are properly identified by a four-digit alloy series without either a decimal point or leading letter. Illustrative examples from among the approximately 160 registered alloys that may characterize the subject merchandise are as follows: 1350, 3003, and 6060.

⁴ See *Viraj Group, Ltd. v. United States*, 343 F.3d 1371 (Fed. Cir. 2003).

Aluminum extrusions are produced and imported in a wide variety of shapes and forms, including, but not limited to, hollow profiles, other solid profiles, pipes, tubes, bars, and rods.

Aluminum extrusions that are drawn subsequent to extrusion (drawn aluminum) are also included in the scope.

Aluminum extrusions are produced and imported with a variety of finishes (both coatings and surface treatments), and types of fabrication. The types of coatings and treatments applied to subject aluminum extrusions include, but are not limited to, extrusions that are mill finished (*i.e.*, without any coating or further finishing), brushed, buffed, polished, anodized (including brightdip anodized), liquid painted, or powder coated. Aluminum extrusions may also be fabricated, *i.e.*, prepared for assembly. Such operations would include, but are not limited to, extrusions that are cut-to-length, machined, drilled, punched, notched, bent, stretched, knurled, swedged, mitered, chamfered, threaded, and spun. The subject merchandise includes aluminum extrusions that are finished (coated, painted, *etc.*), fabricated, or any combination thereof.

Subject aluminum extrusions may be described at the time of importation as parts for final finished products that are assembled after importation, including, but not limited to, window frames, door frames, solar panels, curtain walls, or furniture. Such parts that otherwise meet the definition of aluminum extrusions are included in the scope. The scope includes the aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to form subassemblies, *i.e.*, partially assembled merchandise unless imported as part of the finished goods 'kit' defined further below. The scope does not include the non-aluminum extrusion components of subassemblies or subject kits.

Subject extrusions may be identified with reference to their end use, such as fence posts, electrical conduits, door thresholds, carpet trim, or heat sinks (that do not meet the finished heat

sink exclusionary language below). Such goods are subject merchandise if they otherwise meet the scope definition, regardless of whether they are ready for use at the time of importation.

The following aluminum extrusion products are excluded: aluminum extrusions made from aluminum alloy with an Aluminum Association series designations commencing with the number 2 and containing in excess of 1.5 percent copper by weight; aluminum extrusions made from aluminum alloy with an Aluminum Association series designation commencing with the number 5 and containing in excess of 1.0 percent magnesium by weight; and aluminum extrusions made from aluminum alloy with an Aluminum Association series designation commencing with the number 7 and containing in excess of 2.0 percent zinc by weight.

The scope also excludes finished merchandise containing aluminum extrusions as parts that are fully and permanently assembled and completed at the time of entry, such as finished windows with glass, doors with glass or vinyl, picture frames with glass pane and backing material, and solar panels. The scope also excludes finished goods containing aluminum extrusions that are entered unassembled in a “finished goods kit.” A finished goods kit is understood to mean a packaged combination of parts that contains, at the time of importation, all of the necessary parts to fully assemble a final finished good and requires no further finishing or fabrication, such as cutting or punching, and is assembled “as is” into a finished product. An imported product will not be considered a “finished goods kit” and therefore excluded from the scope of the *Orders* merely by including fasteners such as screws, bolts, *etc.* in the packaging with an aluminum extrusion product.

The scope also excludes aluminum alloy sheet or plates produced by other than the extrusion process, such as aluminum products produced by a method of casting. Cast aluminum products are properly identified by four digits with a decimal point between the third and fourth

digit. A letter may also precede the four digits. The following Aluminum Association designations are representative of aluminum alloys for casting: 208.0, 295.0, 308.0, 355.0, C355.0, 356.0, A356.0, A357.0, 360.0, 366.0, 380.0, A380.0, 413.0, 443.0, 514.0, 518.1, and 712.0. The scope also excludes pure, unwrought aluminum in any form.

The scope also excludes collapsible tubular containers composed of metallic elements corresponding to alloy code 1080A as designated by the Aluminum Association where the tubular container (excluding the nozzle) meets each of the following dimensional characteristics:

(1) length of 37 millimeters (“mm”) or 62 mm, (2) outer diameter of 11.0 mm or 12.7 mm, and

(3) wall thickness not exceeding 0.13 mm.

Also excluded from the scope of the *Orders* are finished heat sinks. Finished heat sinks are fabricated heat sinks made from aluminum extrusions the design and production of which are organized around meeting certain specified thermal performance requirements and which have been fully, albeit not necessarily individually, tested to comply with such requirements.

Imports of the subject merchandise are provided for under the following categories of the Harmonized Tariff Schedule of the United States (HTSUS): 6603.90.8100, 7616.99.51, 8479.89.94, 8481.90.9060, 8481.90.9085, 9031.90.9195, 8424.90.9080, 9405.99.4020, 9031.90.90.95, 7616.10.90.90, 7609.00.00, 7610.10.00, 7610.90.00, 7615.10.30, 7615.10.71, 7615.10.91, 7615.19.10, 7615.19.30, 7615.19.50, 7615.19.70, 7615.19.90, 7615.20.00, 7616.99.10, 7616.99.50, 8479.89.98, 8479.90.94, 8513.90.20, 9403.10.00, 9403.20.00, 7604.21.00.00, 7604.29.10.00, 7604.29.30.10, 7604.29.30.50, 7604.29.50.30, 7604.29.50.60, 7608.20.00.30, 7608.20.00.90, 8302.10.30.00, 8302.10.60.30, 8302.10.60.60, 8302.10.60.90, 8302.20.00.00, 8302.30.30.10, 8302.30.30.60, 8302.41.30.00, 8302.41.60.15, 8302.41.60.45,

8302.41.60.50, 8302.41.60.80, 8302.42.30.10, 8302.42.30.15, 8302.42.30.65, 8302.49.60.35, 8302.49.60.45, 8302.49.60.55, 8302.49.60.85, 8302.50.00.00, 8302.60.90.00, 8305.10.00.50, 8306.30.00.00, 8414.59.60.90, 8415.90.80.45, 8418.99.80.05, 8418.99.80.50, 8418.99.80.60, 8419.90.10.00, 8422.90.06.40, 8473.30.20.00, 8473.30.51.00, 8479.90.85.00, 8486.90.00.00, 8487.90.00.80, 8503.00.95.20, 8508.70.00.00, 8515.90.20.00, 8516.90.50.00, 8516.90.80.50, 8517.70.00.00, 8529.90.73.00, 8529.90.97.60, 8536.90.80.85, 8538.10.00.00, 8543.90.88.80, 8708.29.50.60, 8708.80.65.90, 8803.30.00.60, 9013.90.50.00, 9013.90.90.00, 9401.90.50.81, 9403.90.10.40, 9403.90.10.50, 9403.90.10.85, 9403.90.25.40, 9403.90.25.80, 9403.90.40.05, 9403.90.40.10, 9403.90.40.60, 9403.90.50.05, 9403.90.50.10, 9403.90.50.80, 9403.90.60.05, 9403.90.60.10, 9403.90.60.80, 9403.90.70.05, 9403.90.70.10, 9403.90.70.80, 9403.90.80.10, 9403.90.80.15, 9403.90.80.20, 9403.90.80.41, 9403.90.80.51, 9403.90.80.61, 9506.11.40.80, 9506.51.40.00, 9506.51.60.00, 9506.59.40.40, 9506.70.20.90, 9506.91.00.10, 9506.91.00.20, 9506.91.00.30, 9506.99.05.10, 9506.99.05.20, 9506.99.05.30, 9506.99.15.00, 9506.99.20.00, 9506.99.25.80, 9506.99.28.00, 9506.99.55.00, 9506.99.60.80, 9507.30.20.00, 9507.30.40.00, 9507.30.60.00, 9507.90.60.00, and 9603.90.80.50.

The subject merchandise entered as parts of other aluminum products may be classifiable under the following additional Chapter 76 subheadings: 7610.10, 7610.90, 7615.19, 7615.20, and 7616.99, as well as under other HTSUS chapters. In addition, fin evaporator coils may be classifiable under HTSUS numbers: 8418.99.80.50 and 8418.99.80.60. While HTSUS subheadings are provided for convenience and customs purposes, the written description of the scope of the *Orders* is dispositive.

III. Background

Between March and September 2018, Columbia filed a scope ruling request and supplemental questionnaire responses asking Commerce to determine that ten models of door thresholds it imports are not covered by the scope of the *Orders*.⁵ According to Columbia, each of the products subject to its scope request “fit {s} standard door unit lengths in the United States,”⁶ and meets U.S. industry standards with regards to “function and practice.”⁷ Columbia argued that its products are “finished merchandise” because the thresholds contain non-aluminum parts which, along with an aluminum extrusion, are “fully and permanently assembled at the time of entry.”⁸ Columbia requested a scope ruling for ten door threshold products which contain a combination of an aluminum extrusion, a PVC extrusion, an insert bar, and an extruded PVC substrate, depending on the specific model.⁹

In the Final Scope Ruling, we determined that Columbia’s door thresholds fall within the scope of the *Orders* based on the scope language and sources described in 19 CFR 351.225(k)(1).¹⁰ Specifically, we first determined that the extruded aluminum components in Columbia’s door thresholds fit the description of subject aluminum extrusions as described in the *Orders*.¹¹ We also found that the aluminum extruded components of the door thresholds fit the scope inclusion of “parts for final finished products” (*i.e.*, parts for doors) that are assembled

⁵ See Columbia’s Letters, “Aluminum Extrusions from the People’s Republic of China: Scope Ruling Request for Columbia Aluminum Products, LLC,” dated March 14, 2018 (Scope Request); “Aluminum Extrusions from the People’s Republic of China: Supplement to Columbia Aluminum Products, LLC Scope Ruling Request,” dated July 10, 2018 (First Supplemental Response); “Aluminum Extrusions from the People’s Republic of China: Second Supplement to Scope Ruling Request of Columbia Aluminum Products, LLC,” dated September 27, 2018.

⁶ See First Supplemental Response at Exhibit 11.

⁷ See Scope Request at 3 and Attachment 5.

⁸ *Id.* at 3.

⁹ See Scope Request at 3.

¹⁰ See Final Scope Ruling at 32-37.

¹¹ *Id.* at 33.

after importation (with additional components) to create the final finished product.¹² We further found that the door thresholds may be described as subassemblies, but that the non-aluminum extrusion components of Columbia’s door thresholds would be excluded from the *Orders* pursuant to the scope language.¹³ We also based our determination upon the express mention of “door thresholds” as an identifying end-use of “subject extrusions” within the scope of the *Orders*.¹⁴ The sources described under 19 CFR 351.225(k)(1) – specifically, prior scope rulings, the report of the International Trade Commission (ITC), and the petition and supplements thereto – further supported our determination that Columbia’s door thresholds are included within the scope of the *Orders*.¹⁵ After finding that the door thresholds are covered by the scope language, we determined that the finished merchandise exclusion of the *Orders* was inapposite.¹⁶

Columbia challenged the Final Scope Ruling before the Court, and on August 27, 2020, the Court remanded Commerce’s scope ruling for consideration of whether the finished merchandise exclusion applies to Columbia’s door thresholds.¹⁷ The Court held that, for several reasons, Commerce misinterpreted the scope language in finding Columbia’s door thresholds subject to the *Orders*.¹⁸ First, the Court found that the thresholds do not fall within the scope language covering subject aluminum extrusions described at the time of importation as parts for final finished products (*i.e.*, parts for doors) that are assembled after importation.¹⁹ This provision, according to the Court, covers only aluminum extrusions that are assembled with other components after importation.²⁰ Because the aluminum extrusions in Columbia’s door

¹² *Id.*

¹³ *Id.* at 34.

¹⁴ *Id.*

¹⁵ *Id.* at 34-37.

¹⁶ *Id.* at 35-36.

¹⁷ *See Remand Order* at 16.

¹⁸ *Id.* at 5-9.

¹⁹ *Id.* at 6-8.

²⁰ *Id.* at 7.

thresholds are assembled with non-aluminum parts prior to importation, the Court held that they are not parts for final finished products as described in the scope.²¹

The Court further found that Commerce improperly relied on the scope language identifying subject extrusions with reference to their end-use and specifically listing door thresholds as an example.²² The Court determined that Columbia's door thresholds are not subject extrusions but, rather, are assembled goods containing extruded aluminum and non-aluminum components.²³ Furthermore, although the Court acknowledged that the scope includes subassemblies composed of aluminum and non-aluminum components,²⁴ it did not explicitly rule on Commerce's finding that Columbia's door thresholds are subassemblies.²⁵

The Court also held that Commerce misinterpreted the factors specified in 19 CFR 351.225(k)(1).²⁶ According to the Court, references to door thresholds in the petition, supplements thereto, and the ITC report described thresholds that are stand-alone aluminum extrusions, not assembled goods such as Columbia's door thresholds.²⁷ The Court further held that Commerce improperly distinguished Columbia's door thresholds from other scope rulings in which the product was not explicitly referenced in the scope language, because, according to the Court, Columbia's assembled door thresholds are also not specifically identified in the scope language.²⁸

After holding that Columbia's assembled door thresholds are not expressly included in the general scope language, the Court concluded that Commerce erred in not analyzing whether

²¹ *Id.*

²² *Id.* at 8-9.

²³ *Id.* at 9.

²⁴ *Id.* at 16.

²⁵ *Id.* at 8.

²⁶ *Id.* at 12-14.

²⁷ *Id.*

²⁸ *Id.* at 14.

the finished merchandise exclusion applies to Columbia’s door thresholds.²⁹ Reasoning that the finished merchandise exclusion covers assembled goods containing extruded aluminum and non-aluminum components, the Court directed Commerce to consider on remand whether Columbia’s door thresholds qualify for the exclusion.³⁰ On October 22, 2020, at the request of the petitioner, Commerce officials met with counsel for petitioner to discuss the Court’s *Remand Order*.³¹

On November 20, 2020, we released our Draft Results of Redetermination to interested parties.³² On December 2, 2020, we received comments from Columbia³³ and the petitioner and Endura Products, Inc. (Endura).³⁴ We respond to these comments below. After considering these comments and analyzing the record, we continue to find that Columbia’s door thresholds are covered by the general scope language as “subassemblies” and are not excluded from the *Orders* under the finished merchandise exclusion.

IV. Analysis

In compliance with the *Remand Order*, these final results of redetermination consider whether Columbia’s door thresholds satisfy the criteria for the finished merchandise exclusion. However, we are conducting this analysis under protest,³⁵ in part, because we respectfully

²⁹ *Id.* at 9-12.

³⁰ *Id.* at 15-16.

³¹ See Memorandum, “Ex Parte Meeting: Worldwide Door Components, Inc. v. United States, Slip Op. 20-128, Court No. 19-00012, Columbia Aluminum Products, LLC v. United States, Slip Op. 20-129, Court No. 19-00013,” dated October 23, 2020.

³² See “*Columbia Aluminum Products, LLC, v. United States*, Court No. 19-00013, Slip. Op. 20-129 (CIT August 27, 2020), Draft Results of Redetermination Pursuant to Court Remand, Aluminum Extrusions from the People’s Republic of China,” dated November 20, 2020 (Draft Results of Redetermination).

³³ See Columbia’s Letter, “Comments on the Draft Results of Redetermination Pursuant to the Remand Order of the U.S. Court of International Trade in *Columbia Aluminum Products, LLC v. United States*, Court No. 19-00013, Slip Op. 20-129 (CIT August 27, 2020),” dated December 2, 2020 (Columbia Draft Redetermination Comments).

³⁴ See Petitioner and Endura’s Letter, “Aluminum Extrusions from the People’s Republic of China: Comments on Draft Results of Redetermination,” dated December 2, 2020 (Petitioner and Endura Draft Redetermination Comments).

³⁵ See *Viraj Group Ltd.*, 343 F.3d at 1376-77.

disagree with the Court on certain aspects of its opinion. Specifically, we believe that the Federal Circuit’s holdings in *Meridian* and *Whirlpool* (which were not addressed by the Court in the *Remand Order*) are instructive and support Commerce’s Final Scope Ruling. In *Meridian I* and *Whirlpool I*, the CIT held that kitchen appliance door handles assembled prior to importation and containing extruded aluminum and non-aluminum components are not covered by the general scope provisions for “parts for final finished products” or subject extrusions “identified with reference to their end use.”³⁶ Subsequently, Commerce found on remand, under protest, that the kitchen appliance door handles were outside the scope of the *Orders* because they were not covered by the general scope language.³⁷ In *Meridian II* and *Whirlpool II*, the CIT affirmed Commerce’s exclusion of the door handles from the scope of the *Orders*.³⁸ On appeal, the Federal Circuit overturned these rulings and held that the general scope language covers assemblies containing extruded aluminum and non-aluminum components.³⁹

Specifically, in *Whirlpool III*, the Federal Circuit held that “the scope expressly includes aluminum extrusions, whether further fabricated or not, and even if incorporated into a subassembly, as well as aluminum extrusions which are identified by reference to their end use (such as kitchen appliance handles).”⁴⁰ The Federal Circuit further ruled that “{t}he Orders explicitly include aluminum extrusions {described as parts for final finished products} ‘that are assembled after importation’ in addition to ‘aluminum extrusion components that are attached (e.g., by welding or fasteners) to form subassemblies.’”⁴¹ In considering whether the general

³⁶ See *Meridian Products, LLC v. United States*, 125 F. Supp. 3d 1306, 1312-1313 (CIT 2015) (*Meridian I*); *Whirlpool Corporation v. United States*, 144 F. Supp. 3d 1296, 1301-1302 (CIT 2016) (*Whirlpool I*).

³⁷ See *Meridian Products v. United States*, 180 F. Supp. 3d 1283 (CIT 2016) (*Meridian II*); see also *Whirlpool Corporation v. United States*, 182 F. Supp. 3d 1307 (CIT 2016) (*Whirlpool II*).

³⁸ See *Meridian II*, 180 F. Supp. 3d at 1292; *Whirlpool II*, 182 F. Supp. 3d at 1316.

³⁹ See *Whirlpool Corporation v. United States*, 890 F.3d 1302, 1308-1309 (Fed. Cir. 2018) (*Whirlpool III*); see also *Meridian Products, LLC v. United States*, 890 F.3d 1272, 1280-1281 (Fed. Cir. 2018) (*Meridian III*).

⁴⁰ See *Whirlpool III*, 890 F.3d at 1308.

⁴¹ *Id.* at 1309.

scope language could include the door handles, which were comprised of aluminum and non-aluminum components and assembled before importation, the Federal Circuit recognized that “the CIT concluded that the general scope language is not reasonably interpreted to include the assembled handles because ‘{t}he handles at issue are not themselves “extrusions” but rather are assemblies, each of which contains an extrusion, machined and surface-treated, as the principal component.’”⁴² According to the Federal Circuit, “the CIT erred when it stated that assembly processes were absent from the specified post-extrusion processes” and that “{t}he general scope language unambiguously includes aluminum extrusions that are part of an assembly.”⁴³ Similarly, in evaluating the same type of product, in *Meridian III*, the Federal Circuit held that the CIT “improperly narrowed the scope of the antidumping duty order by finding that {door handles comprised of extruded aluminum and non-aluminum parts} are ‘assemblies’ that are not covered by the general scope description.”⁴⁴ In both cases, the Federal Circuit overturned the CIT’s holdings, and directed that the cases be remanded to Commerce to evaluate whether the door handles at issue satisfied the finished merchandise exclusion.⁴⁵

⁴² *Id.* (citing *Whirlpool I*, 144 F. Supp. 3d at 1302).

⁴³ *Id.*

⁴⁴ See *Meridian III*, 890 F.3d at 1281.

⁴⁵ See *Meridian III*, 890 F.3d at 1282; see also *Whirlpool III*, 890 F.3d at 1312. In *Meridian III*, the Federal Circuit directed Commerce to first clarify whether the door handles entered the United States fully assembled, and if they did, to consider whether the finished merchandise exclusion applied. See *Meridian III*, 890 F.3d at 1281-1282. In *Meridian IV* the CIT subsequently directed Commerce to consider the applicability of the finished merchandise exclusion if it found the door handles entered in assembled form. See *Meridian Products LLC v. United States*, 357 F. Supp. 3d 1351, 1356 (2019) (*Meridian IV*). The CIT further ordered in *Meridian IV* that if Commerce were to find the door handles were assembled upon entry and still covered by the *Orders*, Commerce needed to explain whether the entire door handle, or just the extruded aluminum components, are subject to the *Orders*. *Id.* at 1357. In *Whirlpool IV*, the CIT similarly remanded the case to Commerce to determine whether the door handles qualify for the finished merchandise exclusion. See *Whirlpool Corporation v. United States*, 357 F. Supp. 3d 1358 (CIT 2019) (*Whirlpool IV*). In *Whirlpool IV*, the Court also directed that if Commerce found the finished merchandise exclusion did not apply and the handles are covered by the scope of the *Orders*, it must state its reasoning and explain whether the entire assembly, or just the extruded aluminum component, is covered, including consideration of the scope language providing that “{t}he scope does not include the non-aluminum extrusion components of subassemblies.” *Whirlpool IV*, 357 F. Supp. 3d at 1363. The parties in *Whirlpool* subsequently entered into a stipulation of dismissal, and on May 1, 2019, the CIT dismissed the case. See “Order of Dismissal,” *Whirlpool Corporation v. United States*, CIT No. 14-00199 (May 1, 2019) (*Whirlpool Order of Dismissal*). In its second

Notwithstanding the Federal Circuit opinions in *Whirlpool III* and *Meridian III* discussed above, which were not addressed by the CIT in the *Remand Order*, the CIT held that products comprised of extruded aluminum and non-aluminum components are not covered by the general scope language identifying subject extrusions by reference to their end use (including door thresholds), or as “parts for final finished products that are assembled after importation” (including door frames).⁴⁶ Specifically, the CIT concluded that Commerce erred in finding that Columbia’s door thresholds fit the scope language providing that “{s}subject aluminum extrusions may be described at the time of importation as parts for final finished products that are assembled after importation, including ... door frames ... Such parts that otherwise meet the definition of aluminum extrusions are included in the scope.”⁴⁷ The CIT stated that this provision “is inapplicable to the issues presented by Columbia’s imported products” because:

Commerce failed to recognize that the subject of the first sentence quoted above is “{s}subject *aluminum extrusions*.” ... The sentence refers to the way that goods may be described “at the time of importation,” but according to the uncontested facts, Columbia’s door thresholds are not “aluminum extrusions” at the time of importation; rather, they are door thresholds that contain an aluminum extrusion as a component in an assembly. The aluminum extrusion component in each, which is not itself the imported article, becomes part of an assembly before, not after, importation. The effect of the quoted sentence is that an extrusion that has undergone any of various types of processing (but not assembly) after being extruded but prior to importation, to adapt it to a particular use as a part for a final finished product that is assembled after importation, still is an “extrusion” for purposes of the scope and remains within the general scope language, no matter how it is described upon importation.⁴⁸

remand in *Meridian*, Commerce determined that the door handles did not qualify for the finished merchandise exclusion, and only the extruded aluminum components were subject to the *Orders*. See *Meridian Products, LLC v. United States*, 2020 WL 1672840 (CIT April 6, 2020) (*Meridian V*). The Court sustained Commerce’s second remand in *Meridian V* because the plaintiffs did not file comments with Commerce or the Court objecting to the second remand. *Id.*

⁴⁶ See *Remand Order* at 6-9.

⁴⁷ *Id.* at 6-7.

⁴⁸ *Id.* at 7.

According to the CIT, its conclusion that Columbia’s door thresholds do not constitute “parts for final finished products” is confirmed by the sentence in the *Orders* explaining that “{s}uch parts {for final finished goods} that otherwise meet the definition of aluminum extrusions are included in the scope.”⁴⁹ According to the CIT, “Columbia’s door thresholds do not meet that definition; they are not, in the words of the scope language, ‘aluminum extrusions which are shapes and forms, produced by an extrusion process.’”⁵⁰

The CIT also held in its *Remand Order* that Commerce erred in finding Columbia’s door thresholds covered by the scope language providing that “subject extrusions may be identified with reference to their end use, such as ... door thresholds ... Such goods are subject merchandise if they otherwise meet the scope definition, regardless of whether they are ready for use at the time of importation.”⁵¹ According to the CIT, Columbia’s door thresholds do not otherwise meet the scope definition of “subject extrusions,” because they are not “aluminum extrusions which are shapes and forms, produced by an extrusion process,” but rather are “goods assembled from multiple components, only one of which has been fabricated from an aluminum extrusion.”⁵²

Therefore, in accordance with the Court’s opinion, under respectful protest, these final results of redetermination do not consider whether Columbia’s door thresholds are covered by the general scope language as “parts for final finished products,” or as subject aluminum extrusions identified with reference to their end use.

Consistent with the Court’s *Remand Order*, we examined the language of the *Orders* and the description of the products contained in Columbia’s Scope Request, First Supplemental

⁴⁹ *Id.* at 8.

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² *Id.* at 8-9.

Response, and Second Supplemental Response. As noted above, Columbia’s door thresholds enter the United States as assembled products containing extruded aluminum and non-aluminum components.⁵³ Thus, we have examined whether such door thresholds meet the exclusion in the scope of the *Orders* for “finished merchandise containing aluminum extrusions as parts that are fully and permanently assembled and completed at the time of entry.”⁵⁴ Our analysis also discusses the subassemblies provision in the general scope language, and we consider the finished merchandise exclusion in the context of the entire framework of the scope of the *Orders*, as well as the relevant sources in 19 CFR 351.225(k)(1), *i.e.*, the petition, supplements to the petition, and Commerce’s prior scope determinations. In analyzing the description of the products in question and the scope language, we continue to find that the extruded aluminum components of Columbia’s door thresholds are included in the scope of the *Orders* because the door thresholds are subassemblies within the meaning of the general scope language. Because of this analysis, and as explained in more detail below, we also disagree, under respectful protest, with the Court that the Federal Circuit’s rulings in the *Shenyang Yuanda 2015* decision on the subassemblies provision are inapposite to this case.⁵⁵ Finally, because we find the door thresholds are subassemblies under the general scope language, we also find that they do not meet the exclusion criteria for “finished merchandise” and are therefore covered by the scope of the *Orders*.

A. The General Scope Language and Finished Merchandise Exclusion

The scope of the *Orders* is divided into two parts: the general scope language and the specific exclusions from the general scope language. The general scope language describes the

⁵³ See *Remand Order* at 7; see also *Scope Request* at 3; and *First Supplemental Response* at Exhibit 11.

⁵⁴ See *Orders*.

⁵⁵ *Id.* at 11 (citing *Shenyang Yuanda Aluminum Indus. Eng’g Co. v. United States*, 776 F.3d 1351 (Fed. Cir. 2015) (*Shenyang Yuanda 2015*)).

subject merchandise, in relevant part, as “aluminum extrusions which are shapes and forms, produced by an extrusions process, made from aluminum alloys having metallic elements corresponding to the alloy series designations published by the Aluminum Association commencing with the numbers 1, 3, and 6 (or proprietary equivalents or other certifying body equivalents).”⁵⁶ The scope further states that “{a}luminum extrusions are produced and imported in a wide variety of shapes and forms, including, but not limited to, hollow profiles, other solid profiles, pipes, tubes, bars, and rods.”⁵⁷ The general scope language further provides:

The scope includes the aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to form subassemblies, *i.e.*, partially assembled merchandise unless imported as part of the finished goods ‘kit’ defined further below. The scope does not include the non-aluminum extrusion components of subassemblies or subject kits.⁵⁸

Relevant for this remand are the express exclusions for finished merchandise. The scope of the *Orders* excludes “finished merchandise containing extrusions as parts that are fully and permanently assembled and completed at the time of entry, such as finished windows with glass, doors with glass or vinyl, picture frames with glass pane and backing material, and solar panels.”⁵⁹

In examining the finished merchandise exclusion, it is necessary to evaluate the general scope language which, like the finished merchandise exclusion, also refers to assembled merchandise. In particular, we find relevant the general scope language that “{t}he scope includes the aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to

⁵⁶ *See Orders.*

⁵⁷ *Id.*

⁵⁸ *Id.*

⁵⁹ *Id.*

form subassemblies, *i.e.*, partially assembled merchandise unless imported as part of the finished goods ‘kit’ {.}”⁶⁰ This sentence can be understood in three parts.

First, included in the scope of the *Orders* are aluminum extrusion components that are attached by some mechanism (including, but not limited to, welding or fasteners) to form subassemblies. This language is broad enough to cover single aluminum extrusion components that are attached to other aluminum extrusion components, or attached to non-aluminum extrusion components, or some combination thereof, at the time of importation. This is further supported by the scope language which provides that “{t}he scope does not include the non-aluminum extrusion components of subassemblies {.}”⁶¹

Second, there is a distinction in the scope between a subassembly which is covered by the general scope language, and an assembly which satisfies the finished merchandise exclusion for “finished merchandise containing extrusions as parts that are fully and permanently assembled and completed at the time of entry.”⁶² We note that “subassemblies” is broadly defined in the scope as “partially assembled merchandise {, }” which is distinct from products which are “fully and permanently assembled and completed” finished merchandise.⁶³ In other words, a subassembly could also be described as an intermediate product or any other partially assembled product that is something less than the full, permanent, and completed final finished product that would satisfy the finished merchandise exclusion. In examining whether the aluminum extrusion components of an assembly are within the scope pursuant to the subassemblies language, or whether the entire assembly is excluded under the finished merchandise exclusion, we must consider whether the product is “partially assembled,” as opposed to “fully and permanently

⁶⁰ *Id.*

⁶¹ *Id.*

⁶² *Id.*

⁶³ *Id.*

assembled and completed.”⁶⁴ Further, the fact that the subassembly could be described in its own right with reference to its end use, or that such subassembly requires no further fabrication or assembly to perform its function as a subassembly, does not mean that it will constitute finished merchandise under the exclusion.

Third, in evaluating the subassemblies language in the general scope language, we note that there is a specific reference to the finished goods kit exclusion, which means that products which satisfy the subassemblies language may, nonetheless, be excluded under the finished goods kit exclusion.⁶⁵ However, the subassemblies language does not similarly reference the finished merchandise exclusion. For example, the scope does *not* contain the following language: “{t}he scope includes the aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to form subassemblies, *i.e.*, partially assembled merchandise unless imported as part of the finished goods ‘kit’ ***or finished merchandise exclusion.***”⁶⁶ The lack of such express language supports the conclusion that products that are included in the scope because they satisfy the subassemblies language cannot also be excluded as finished merchandise under the finished merchandise exclusion.

This conclusion is further confirmed by the product examples provided for in the finished merchandise exclusion, which refer to “finished merchandise containing extrusions as parts that are fully and permanently assembled and completed at the time of entry, such as finished windows with glass, doors with glass or vinyl, picture frames with glass pane and backing material, and solar panels.”⁶⁷ We find that these product examples do not constitute subassemblies within the meaning of the general scope language, but, rather, are examples of

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ *Id.*

⁶⁷ *Id.*

fully and permanently assembled and completed products. Accordingly, an assembled aluminum extrusion door frame without glass could be considered a subassembly, and therefore covered by the scope, thus falling short of the final finished door with glass which would be excluded.

In light of the above, based on the scope language and structure of the scope as a whole, we find that there is a delineation in the scope between: (1) aluminum extrusion components that are attached (with other aluminum extrusions and/or with non-aluminum extrusion components at the time of importation) to form subassemblies; and (2) “finished merchandise containing extrusions as parts that are fully and permanently assembled and completed at the time of entry,”⁶⁸ which expressly does not constitute a subassembly. With respect to the first category, the aluminum extrusion components of the subassembly are subject to the *Orders*; however, the non-aluminum extrusion components would not be subject to the *Orders*. With respect to the second category, the entire finished merchandise, including the aluminum extrusion components and non-aluminum extrusion components, would not be subject to the *Orders*.

This reading of the scope language is consistent with the Petition and related documents. With respect to the subassemblies language, the original scope, as proposed in the Petition, provided that “{t}he scope includes aluminum extrusions that are partially assembled into subassemblies of finished merchandise, whether or not the extrusions are attached by welding or fasteners.”⁶⁹ Exhibit I-5 to the Petition described “{a}luminum extrusions partially assembled into intermediate goods” and provided examples of “{t}wo or more aluminum extrusions

⁶⁸ *Id.*

⁶⁹ See Petition for the Imposition of Antidumping and Countervailing Duties Against Aluminum Extrusions from the People’s Republic of China, Inv. Nos. A-570-967, C-570-968 at Volume I, pages 4-5 (March 31, 2010) (Petition). Commerce has placed the Petition, along with other relevant documents from the antidumping and countervailing duty investigations on aluminum extrusions from China, on the record for this scope proceeding. See Memorandum, “Documents for Draft Redeterminations of: *Worldwide Door Components, Inc. v. United States*, Slip Op. 20-128, Court No. 19-00012, *Columbia Aluminum Products, LLC v. United States*, Slip Op. 20-129, Court No. 19-00013,” dated November 20, 2020.

partially assembled (*e.g.*, via welding, mechanical fasteners, or other attachment mechanism) into an intermediate good where the aluminum extrusions constitute the essential material component of the subassembly {.}"⁷⁰ Subsequently, in response to Commerce's request to "{make} a clear distinction between 'subassemblies' that are covered and 'kits' that are not covered," the petitioners clarified that "the scope is intended to cover aluminum extrusions that are attached to form partially assembled final finished goods, *except where* such extrusions are imported in a 'kit' along with all of the necessary parts to assemble a fully-assembled final good."⁷¹ The petitioners subsequently proposed to revise the scope to include the "unless imported as part of a 'kit'" clause in the subassemblies paragraph, and Commerce accepted this change, as reflected in the final scope language of the *Orders*.⁷² Through their explanation and revisions, the petitioners clearly and consistently expressed their intent to exclude from the *Orders* certain aluminum extrusions imported as part of a kit, but include in the *Orders* other aluminum extrusions that are attached to form subassemblies that are not imported as part of a kit.

Thus, based on the scope language and the structure of the scope as a whole, we find that there is a delineation in the scope among three categories of products: (1) aluminum extrusion components that are already attached to form subassemblies, *i.e.*, assembled, upon importation (not excluded); (2) aluminum extrusions components in a packaged combination of parts that are unassembled at the time of importation, and that will undergo assembly upon importation into a final finished good (excluded under the finished goods kit exclusion); and (3) "finished

⁷⁰ *Id.* at Exhibit I-5.

⁷¹ See Petitioners' Letter, "Aluminum Extrusions from the People's Republic of China: Petitioners' Response to Commerce's April 6, 2010 Request for Clarification of Certain Items in The Petition," dated April 9, 2010 (Petitioners' April 9, 2010 Letter) at 4 (emphasis in original).

⁷² See Petitioners' Letter, "Antidumping and Countervailing Duty Investigations on Certain Aluminum Extrusions from China: Petitioners' Comments Concerning the Scope of Investigation," dated May 10, 2010 at 2.

merchandise containing extrusions as parts that are fully and permanently assembled and completed at the time of entry,” (excluded under the finished merchandise exclusion), but which does not include a subassembly.⁷³

With respect to the finished merchandise exclusion, the original scope language contained broader examples of finished merchandise, but the petitioners revised the scope language several times to make the examples of finished merchandise representative of merchandise which is fully and permanently assembled and completed at the time of entry. For instance, the scope in the petition put forth the following examples of finished merchandise: “window frames, door frames, picture frames, and solar panels.”⁷⁴ Soon thereafter, the petitioners proposed revising the examples of finished merchandise to make the windows and doors examples more complete: “windows with glass, doors, picture frames, and solar panels.”⁷⁵ Subsequently, on March 9, 2011, the petitioners proposed revising the doors and picture frames examples of finished merchandise to be even more complete: “windows *with glass*, doors *with glass or vinyl*, picture frames *with glass pane and backing material*, and solar panels;”⁷⁶ Commerce published this language in the *Orders*. In sum, the petitioners made clear that they intended the finished merchandise exclusion to apply only to those assemblies which could be considered fully and permanently assembled and completed at the time of entry, and not subassemblies within the meaning of the general scope language.

⁷³ See the *Orders*.

⁷⁴ See Petition at Volume I at 5.

⁷⁵ See Petitioners’ April 9, 2010 Letter at Attachment 3.

⁷⁶ See Petitioner’s Letter, “Antidumping and Countervailing Duty Investigations on Certain Aluminum Extrusions from the People’s Republic of China: Petitioners’ Response to Commerce’s Inquiry Regarding Subassemblies and Unfinished Kits,” dated March 9, 2011 at Exhibit A.

B. Columbia's Door Thresholds

As discussed above, in the Final Scope Ruling Commerce determined that the general scope language includes the aluminum extrusion components of Columbia's door thresholds, and we continue to do so in these final results of redetermination.⁷⁷ Specifically, information on the record indicates that Columbia's door thresholds, as imported into the United States, consist of aluminum extrusions that also contain non-aluminum components such as PVC extrusions, insert bars, injection molded wood filled plate substrates, and PVC substrates.⁷⁸ We continue to find that the aluminum extrusion components of Columbia's door thresholds satisfy the scope description for covered aluminum extrusions, because they are an aluminum extrusion plate of an aluminum alloy corresponding to the Aluminum Association series 6XXX alloy.⁷⁹

Furthermore, because the Court did not rule on Commerce's determination in the Final Scope Ruling that Columbia's assembled door thresholds are subassemblies,⁸⁰ in these final results of redetermination we will continue to consider whether Columbia's door thresholds are included in the general scope language covering "aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to form subassemblies, *i.e.*, partially assembled merchandise."⁸¹ When applying the subassemblies provision and considering the applicability of the finished merchandise exclusion, we find it appropriate and necessary to analyze whether the door thresholds at issue are either: (1) aluminum extrusion components that are attached (with other aluminum extrusions and/or with non-aluminum extrusion components at the time of importation) to form subassemblies; or (2) "finished merchandise containing extrusions as parts

⁷⁷ See Final Scope Ruling at 38.

⁷⁸ *Id.* at 34.

⁷⁹ *Id.* at 33.

⁸⁰ See *Remand Order* at 8.

⁸¹ See *Orders*.

that are fully and permanently assembled and completed at the time of entry,”⁸² which does not constitute a subassembly. With respect to the first category, the aluminum extrusion components of the subassembly are subject to the *Orders*; however, the non-aluminum extrusion components would not be subject to the *Orders*. With respect to the second category, the entire finished merchandise, including the aluminum extrusion components and non-aluminum extrusion components, would not be subject to the *Orders*.

Based on the description of Columbia’s door thresholds discussed above, we find that the thresholds constitute aluminum extrusion components that are attached with non-aluminum extrusion components at the time of importation to form a subassembly, as described by the general scope language of the *Orders*. Specifically, the door thresholds constitute “partially assembled merchandise,” or an intermediate product, and therefore they are not the fully and permanently assembled and completed final finished product that would satisfy the finished merchandise exclusion. As Columbia stated in its First Supplemental Response, the door thresholds at issue are designed to fit standard door sizes in the United States.⁸³ In other words, the door thresholds must work in tandem with other components to be functional.⁸⁴ Columbia’s product description does not clearly define what those other components are, or the downstream product into which the door thresholds are incorporated. However, because Commerce’s scope ruling on Columbia’s door thresholds was issued in a joint scope ruling on similar door thresholds imported by MJB and Worldwide Door, we find the product descriptions provided by MJB and Worldwide to be instructive in our analysis of Columbia’s door thresholds.⁸⁵

Worldwide stated that its door thresholds contain all the necessary components for installation

⁸² *Id.*

⁸³ See First Supplemental Scope Response at Exhibit 11, Attachment 4, and Attachment 5.

⁸⁴ *Id.*

⁸⁵ See Final Scope Ruling.

within a door frame or residential or commercial building, and provided a report from a testing laboratory documenting how the door thresholds are mounted within door frames and permanent building structures.⁸⁶ MJB explained that each of the products subject to its scope request is designed for use in “single or double exterior doors.”⁸⁷ Therefore, we find that MJB, Worldwide, and Columbia’s product descriptions are consistent in indicating that the door thresholds are not in and of themselves the final finished product, but rather a component of a larger downstream product. Accordingly, we continue to find that the door thresholds meet the scope description of a “subassembly.” A subassembly is merchandise which is designed for the sole purpose of becoming part of a larger whole. We find that the thresholds, or subassemblies, are intermediary products that require incorporation in a downstream product to function.⁸⁸

We disagree with Columbia’s argument that its door thresholds are subject to the finished merchandise exclusion because, according to Columbia, they are permanently assembled merchandise at the time of entry that are “ready for use at the time of import” and require “no further processing or manufacturing.”⁸⁹ On this point we find instructive the Federal Circuit’s *Shenyang Yuanda 2015* decision, noted above. In *Shenyang Yuanda*, the Federal Circuit affirmed Commerce’s finding that Shenyang Yuanda’s curtain wall units did not fall within the finished merchandise exclusion because the curtain wall units at issue were subassemblies meant to be fastened together to form a completed curtain wall.⁹⁰ This is also consistent with the analysis in the Meridian Door Handles Second Remand Redetermination, in which Commerce found that the Type B handles were “subassemblies” that were intended to “become part of a

⁸⁶ *Id.* at 11, 20.

⁸⁷ *Id.* at 13.

⁸⁸ See Scope Request, generally.

⁸⁹ See First Supplemental Scope Response at 2 and Attachment 2.

⁹⁰ See *Shenyang Yuanda 2015*, 776 F.3d at 1358.

larger whole” and that therefore, they were not finished merchandise containing extrusions.⁹¹ Consistent with *Shenyang Yuanda 2015* and the analysis provided in the Meridian Door Handles Second Remand Redetermination, we find whether the door thresholds are inherently part of a larger whole is relevant in determining if the thresholds are either excluded finished goods or included subassemblies. In this case, we find that Columbia’s door thresholds are akin to Shenyang Yuanda’s curtain wall units or the door handles at issue in Meridian, and are designed to be attached with other components after importation to produce the completed downstream product, just as curtain wall units or door handles were designed to be part of the final product, a curtain wall or kitchen appliance, respectively. Columbia’s door thresholds are not themselves finished merchandise which perform a function independent of the larger downstream product.⁹² Rather, in order to function, the door thresholds must be attached to other components after importation to become part of the downstream product. Therefore, Columbia’s description of its door thresholds as “ready for use at the time of import” and requiring “no further processing or manufacturing” at the time of entry does not mean that such thresholds constitute finished merchandise under the exclusion.

Columbia relies on Commerce’s past practice to argue that subassemblies can meet the requirements of the “finished merchandise” exclusion.⁹³ However, as a result of extensive litigation, Commerce revised its interpretation of the scope of the *Orders* to bring it into compliance with the holdings of the Courts. In responding to the facts at issue in Columbia, we have defined “finished merchandise” and “subassemblies” in this analysis consistent with the Courts’ holdings, including *Shenyang Yuanda 2015*. Moreover, the CIT affirmed Commerce’s

⁹¹ See Meridian Door Handles Second Remand Redetermination at 31.

⁹² See First Supplemental Scope Response at Exhibit 11, Attachment 4, and Attachment 5.

⁹³ See Scope Request at 7-8.

Meridian Door Handles Second Remand Redetermination, in which Commerce explained that a product constituting a subassembly within the meaning of the general scope language (and not qualifying as a finished goods kit) cannot also be excluded from the scope as finished merchandise.⁹⁴ We have also incorporated our analysis that a product that constitutes a subassembly (and is not a finished goods kit) cannot qualify for the finished merchandise exclusion into recent scope rulings.⁹⁵

Lastly, we need not examine the finished goods kit exclusion, because information collected in this proceeding indicates that, upon entry into the United States, the door thresholds are fully assembled, rather than entering as a packaged combination of parts containing all parts necessary to fully assemble the final finished good.⁹⁶ Accordingly, Columbia’s door thresholds are not excluded from the scope by means of the finished goods kit exclusion.

Therefore, based on our finding that the door thresholds are “subassemblies,” we find that they do not constitute “finished merchandise containing extrusions as parts that are fully and permanently assembled and completed at the time of entry, such as finished windows with glass, doors with glass or vinyl, picture frames with glass pane and backing material, and solar panels.”⁹⁷ Consequently, we find that the extruded aluminum components of the door thresholds at issue are within the scope of the *Orders* while the non-aluminum components – including PVC extrusions, insert bars, injection molded wood filled plate substrates, and PVC substrates –

⁹⁴ See Meridian Door Handles Second Remand Redetermination; *Meridian Products, LLC, v. United States*, No. 13-00246, 2020 WL 1672840 (CIT April 6, 2020) (We note that the Court did not reach the merits of Commerce’s redetermination but sustained it because neither the plaintiff nor plaintiff-intervenor filed comments with Commerce or the CIT objecting to Commerce’s remand redetermination).

⁹⁵ See, e.g., Memorandum, “Antidumping and Countervailing Duty Orders on Aluminum Extrusions from the People’s Republic of China: Final Scope Ruling on Schletter Grounding Clamps,” dated August 10, 2020 (Schletter Grounding Clamps Scope Ruling); see also “Antidumping and Countervailing Duty Orders on Aluminum Extrusions from the People’s Republic of China: Final Scope Ruling on CCM Solar Mounts,” dated May 14, 2020 (CCM Solar Mounts Scope Ruling).

⁹⁶ See Scope Request at 3 and Attachment 5.

⁹⁷ See *Orders*.

that are assembled with the extruded aluminum parts of the door thresholds are “non-aluminum extrusion components of subassemblies” that are not subject to the scope of the *Orders*.

V. Interested Party Comments on Draft Results of Redetermination

Comment 1: Whether the Federal Circuit’s Decisions in *Whirlpool III* and *Meridian III* are Relevant to this Scope Ruling

The Petitioner and Endura’s Comments:

- The petitioner and Endura agree that the Federal Circuit’s decisions in *Meridian III* and *Whirlpool III* are instructive and support Commerce’s original scope ruling that Columbia’s door thresholds are included within the scope of the *Orders*.⁹⁸
- As Commerce reiterated in its draft results of redetermination, the Federal Circuit confirmed that the general scope language covers assemblies containing extruded aluminum and non-aluminum components.⁹⁹

Columbia’s Comments:

- The Federal Circuit’s opinions in *Whirlpool* and *Meridian* do not justify Commerce conducting this remand under protest, because the decisions do not support Commerce’s original scope ruling.¹⁰⁰
- *Meridian* and *Whirlpool* involved kitchen appliance handles composed of extruded aluminum components and plastic endcaps, which Commerce determined, and the Federal Circuit affirmed, were fasteners.¹⁰¹
- The Federal Circuit held that the CIT had incorrectly ruled that the general scope language of the *Orders* did not cover the door handles, because, according to the Federal Circuit, “{t}he

⁹⁸ See Petitioner and Endura Draft Redetermination Comments at 3.

⁹⁹ *Id.* at 3-4 (citing *Whirlpool III*, 890 F.3d at 1308-1309).

¹⁰⁰ See Columbia Draft Redetermination Comments at 2.

¹⁰¹ *Id.* (citing *Meridian III*, 890 F.3d at 1275, 1278-80; and *Whirlpool III*, 890 F.3d at 1306).

general scope language unambiguously includes aluminum extrusions that are part of an assembly.”¹⁰²

- The Federal Circuit’s holdings in *Meridian III* and *Whirlpool III* are not relevant to this remand redetermination because, unlike in *Whirlpool* and *Meridian*, the CIT observed in its *Remand Order* on Columbia’s door thresholds that “{i}t is uncontested that the single component in each door threshold that is fabricated from an aluminum extrusion is made of an aluminum alloy identified in the scope language of the *Orders*.”¹⁰³
- Commerce’s discussion of *Whirlpool* and *Meridian* is also misplaced because in both cases, unlike here, Commerce’s original scope rulings addressed the finished merchandise and finished goods kit exclusions, even though Commerce determined that the products at issue were within the general scope of the *Orders*.¹⁰⁴
- In *Whirlpool III*, the Federal Circuit remanded Commerce’s scope ruling because Commerce incorrectly read the “fastener exception” to apply to the finished merchandise exclusion.¹⁰⁵ The Federal Circuit directed the remand in *Meridian III* so that Commerce could clarify whether the door handles at issue “are fully and permanently assembled at the time of entry,” and if so, whether they are excluded as finished merchandise.¹⁰⁶
- Columbia’s challenge to Commerce’s scope ruling was that Commerce misinterpreted and misapplied the *Orders* in concluding that Columbia’s assembled door thresholds do not qualify for the finished merchandise exclusion. The CIT agreed and remanded Commerce’s

¹⁰² *Id.* (citing *Meridian III*, 890 F.3d at 1281-82; and *Whirlpool III*, 890 F.3d at 1309).

¹⁰³ *Id.* (citing *Remand Order* at 4).

¹⁰⁴ *Id.* (citing *Meridian III*, 890 F.3d at 1275; and *Whirlpool III*, 890 F.3d at 1306).

¹⁰⁵ *Id.* at footnote 2 (citing *Whirlpool III*, 890 F.3d at 1310).

¹⁰⁶ *Id.* (citing *Meridian III*, 890 F.3d at 1281-1282).

scope ruling to consider whether Columbia’s door thresholds qualify for the finished merchandise exclusion.¹⁰⁷

- Therefore, the CIT’s *Remand Order* is consistent with, and supported by, the Federal Circuit’s decisions in *Meridian III* and *Whirlpool III*.¹⁰⁸

Commerce’s Position:

We disagree with Columbia that the Federal Circuit’s decisions in *Meridian III* and *Whirlpool III* are not relevant to Commerce’s Final Scope Ruling on Columbia’s door thresholds. The *Meridian* and *Whirlpool* lines of cases and Columbia’s Final Scope Ruling undertake a similar inquiry on whether products assembled prior to importation and containing extruded aluminum and non-aluminum components are described in the general scope language of the *Orders*. Like Columbia’s door thresholds, the kitchen appliance door handles at issue in *Meridian* and *Whirlpool* were assemblies containing extruded aluminum and non-aluminum components.¹⁰⁹ Similar to the *Remand Order* on Columbia’s door thresholds, the Court’s analysis in *Meridian I* and *Whirlpool I* focused on the general scope language describing “parts for final finished products that are assembled after importation” and subject extrusions “identified with reference to their end use.”¹¹⁰

In *Meridian I*, the Court explained that the subject merchandise under the *Orders* is an aluminum extrusion, defined by the general scope language as “a shape or form produced by an

¹⁰⁷ *Id.* at 2 (citing *Remand Order* at 5, 13, 16).

¹⁰⁸ *Id.*

¹⁰⁹ See *Meridian I*, 125 F. Supp. 3d at 1309, 1312; and *Whirlpool I*, 144 F. Supp. 3d at 1299, 1302.

¹¹⁰ See *Meridian I*, 125 F. Supp. 3d at 1312-1313; and *Whirlpool I*, 144 F. Supp. 3d at 1300-1302. Although the Court recognized that assemblies comprised of aluminum extrusions and non-aluminum components could be covered by the “subassemblies” provision of the general scope language, Commerce’s did not rely on that provision in its scope rulings on the kitchen appliance door handles. See *Meridian I*, 125 F. Supp. 3d at 1313; *Whirlpool I*, 144 F. Supp. 3d at 1302-1303. The Court therefore stated that it did not make a ruling on whether the door handles would fall within the scope of the *Orders* under the “subassemblies” provision. See *Meridian II*, 180 F. Supp. 3d at 1290-1291; *Whirlpool II*, 182 F. Supp. 3d at 1314.

extrusion process.”¹¹¹ The Court further explained that extrusions that are anodized or fabricated are subject extrusions that can be covered by the scope language providing that “{s} subject aluminum extrusions may be described at the time of importation as parts for final finished products that are assembled after importation” or extrusions “identified with reference to their end use.”¹¹² However, the CIT stated that “no scope language in the *Orders* is so open-ended as to sweep into the scope all assembled goods that contain one or more aluminum extrusions as parts,” and further concluded that the assembled door handles did not fit the general scope description of an extrusion.¹¹³

Specifically, the Court in *Meridian I* explained that the assembled handles were not included in the scope as “{s} subject aluminum extrusions {that} may be described at the time of importation as parts for final finished products that are assembled after importation,” because:

{that} sentence is addressing an “extrusion,” *i.e.*, a shape or form produced by an extrusion process, not a good which, when imported, is an assembled good *containing* an extrusion. As the scope language states in the following sentence, “{s}uch parts *that otherwise meet the definition of aluminum extrusions* are included in the scope.”¹¹⁴

The Court similarly found that Commerce erred in finding that the assembled door handles were covered by the general scope language as extrusions identified by their end use.¹¹⁵ According to the Court, the assembled door handle at issue was “not an extrusion but rather...an assembly containing an extrusion...According to the general scope language, an ‘extrusion’ is a shape or a form produced by an extrusion process, not by an assembly process performed upon an extrusion and other components.”¹¹⁶

¹¹¹ See *Meridian I*, 125 F. Supp. 3d at 1312.

¹¹² *Id.* at 1310, 1312-1313.

¹¹³ *Id.* at 1312.

¹¹⁴ *Id.* at 1312-1313.

¹¹⁵ *Id.* at 1313.

¹¹⁶ *Id.*

In *Whirlpool I*, the Court similarly stated that the scope language covers aluminum extrusions that undergo certain post-extrusion processes, including drawing, fabricating, and finishing.¹¹⁷ However, the Court explained that because the general scope language does not describe “assembly” as a type of post-extrusion process, “{i}t is not reasonable to interpret the scope language to place within the *Orders*, as a general matter, *any* assembled good containing an aluminum extrusion, as defined therein.”¹¹⁸ The Court held that although the extruded-aluminum component of the door threshold was produced by an extrusion process, “{t}he handles at issue are not themselves ‘extrusions’ but rather are assemblies, each of which contains an extrusion, machined and surface-treated, as the principal component.”¹¹⁹ The Court further held that “it is not consistent with the record facts to conclude that the assembled article is ‘produced by an extrusion process’ when only one component of the assembly was extruded and the good, in the form in which it is imported, is the result of an assembly, not an extrusion, process.”¹²⁰

The CIT in *Whirlpool I* also stated that the general scope language covering “parts for final finished products that are assembled after importation” or subject extrusions “identified with reference to their end use” “does not expand the scope beyond ‘extrusions’ as defined elsewhere in the general scope language, as is made clear by the following sentence: ‘Such parts that *otherwise meet the definition of aluminum extrusions* are included in the scope.’”¹²¹ Accordingly, the CIT reasoned that aluminum extrusions that underwent the post-extrusion processes described in the *Orders* – *i.e.*, drawing, fabricating, or finishing – are covered by the

¹¹⁷ See *Whirlpool I*, 144 F. Supp. 3d at 1300.

¹¹⁸ *Id.* at 1302.

¹¹⁹ *Id.* at 1301-1302.

¹²⁰ *Id.* at 1302.

¹²¹ *Id.*

general scope language as “parts for final finished products that are assembled after importation” or subject extrusions “identified with reference to their end use.”¹²² However, according to the Court, products that are assembled prior to importation and that contain an aluminum extrusion and non-aluminum components are not covered by the general scope language.¹²³

In *Whirlpool III and Meridian III*, the Federal Circuit ruled against the CIT’s interpretation that the general scope language cannot include assemblies of extruded aluminum and non-aluminum components. In *Whirlpool III*, the Federal Circuit held:

Although the CIT properly recognized that “the general scope language provides that {an aluminum extrusion} remains in the scope even though it has been subjected to one of three specified types of post-extrusion processes,” the CIT erred when it stated that assembly processes were absent from the specified post-extrusion processes...The general scope language unambiguously includes aluminum extrusions that are part of an assembly.¹²⁴

The Federal Circuit further explained that “{t}he Orders explicitly include aluminum extrusions {described as parts for final finished products} ‘that are assembled after importation’ in addition to ‘aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to form subassemblies.’”¹²⁵ The Federal Circuit furthermore agreed with the interpretation – advanced by the petitioner – that “the scope expressly includes aluminum extrusions, whether further fabricated or not...as well as aluminum extrusions which are identified by reference to their end use (such as kitchen appliance handles)...”¹²⁶ The Federal Circuit in *Meridian III*, in evaluating a similar product, also held that the CIT “improperly narrowed the scope of the antidumping duty order by finding that {door handles comprised of extruded aluminum and non-aluminum parts} are ‘assemblies’ that are not covered by the general scope description.”¹²⁷

¹²² *Id.* at 1300-1301.

¹²³ *Id.* at 1302.

¹²⁴ *See Whirlpool III*, 890 F.3d at 1309.

¹²⁵ *Id.*

¹²⁶ *Id.* at 1308.

¹²⁷ *See Meridian III*, 890 F.3d at 1281.

In considering whether Columbia’s door thresholds are “parts for final finished products” or subject extrusions “identified with reference to their end use,” the Court’s *Remand Order* interprets the general scope language in a manner similar to the Court’s analysis in *Whirlpool I* and *Meridian I*. Specifically, in the *Remand Order*, the Court referenced the scope language providing that subject extrusions may go through post-extrusion processes such as drawing, finishing, and fabricating.¹²⁸ The Court explained that although the scope “lists as exemplars various types of fabrication and similar processing that an extrusion may undergo prior to importation and still be an aluminum ‘extrusion’ for purposes of the *Orders*... {t}he description of such processing does not include assembly.”¹²⁹ Accordingly, the Court stated that Commerce erred in finding that the aluminum extrusion components of Columbia’s door thresholds fell under the scope provision providing that “{s}ubject aluminum extrusions may be described at the time of importation as parts for final finished products that are assembled after importation,” because “Commerce failed to recognize that the subject of the...sentence...is ‘{s}ubject aluminum extrusions.’”¹³⁰ The Court further explained:

The sentence refers to the way that goods may be described “at the time of importation,” but according to the uncontested facts, Columbia’s door thresholds are not “aluminum extrusions” at the time of importation; rather, they are door thresholds that contain an aluminum extrusion as a component in an assembly. The aluminum extrusion component in each, which is not itself the imported article, becomes part of an assembly before, not after, importation. The effect of the quoted sentence is that an extrusion that has undergone any of various types of processing (but not assembly) after being extruded but prior to importation, to adapt it to a particular use as a part for a final finished product that is assembled after importation, still is an “extrusion” for purposes of the scope and remains within the general scope language, no matter how it is described upon importation.¹³¹

¹²⁸ See *Remand Order* at 6.

¹²⁹ *Id.* at 7, n.3.

¹³⁰ *Id.* at 6-7.

¹³¹ *Id.* at 7.

In the *Remand Order* the Court also held that Commerce erred in concluding that Columbia's door thresholds are covered by the general scope language providing that "subject extrusions may be identified with reference to their end use."¹³² Specifically, the Court explained that Commerce misinterpreted the scope language, because:

{T}he subject of the...sentence quoted from the *Orders*...is "{s}ubject extrusions"... Columbia's door thresholds are not "extrusions": they are not, in the words of the scope language, "aluminum extrusions which are shapes and forms, produced by an extrusion process," and they do not, therefore, "otherwise meet the scope definition."¹³³

Rather, according to the Court, Columbia's door thresholds, "are goods assembled from multiple components, only one of which has been fabricated from an aluminum extrusion."¹³⁴

Because the Federal Circuit ruled in *Meridian III* and *Whirlpool III* that the general scope language includes assemblies comprised of extruded aluminum and non-aluminum components, we continue to find that the Federal Circuit's decisions in those cases are instructive and support Commerce's Final Scope Ruling that Columbia's assembled door thresholds are included within the *Orders* under the general scope language describing "parts for final finished products" and subject extrusions "identified with reference to their end use."

We further disagree with Columbia that our reliance on the Federal Circuit's decisions in *Meridian III* and *Whirlpool III* as support for Columbia's Final Scope Ruling is misplaced because Commerce considered the finished merchandise exclusion and finished goods kit exclusion in the scope rulings underlying *Meridian* and *Whirlpool*. Commerce's analysis of the kitchen appliance door handles at issue in *Whirlpool* and *Meridian* evolved through the course of litigation before the CIT and Federal Circuit; one outcome of those proceedings was that the

¹³² *Id.* at 8.

¹³³ *Id.* at 8-9.

¹³⁴ *Id.* at 9.

Federal Circuit affirmed that assembled goods are covered by the general scope language.¹³⁵ Commerce similarly determined in the Final Scope Ruling that Columbia’s assembled door thresholds are covered by the scope of the *Orders* as “parts for final finished products” and as aluminum extrusions “identified with reference to their end use.”¹³⁶ We therefore continue to find that the Federal Circuit’s decisions in *Whirlpool III* and *Meridian III* are instructive to Commerce’s Final Scope Ruling on Columbia’s door thresholds, and we also continue to conduct this remand under partial protest because we respectfully disagree with the parts of the *Remand Order* explaining that assemblies are not covered by the general scope language describing “parts for final finished products” and subject extrusions “identified with reference to their end use.”

Furthermore, we find that the analysis we applied in the Draft Results of Redetermination with respect to the relationship between the finished merchandise exclusion and the general scope language providing that “{t}he scope includes the aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to form subassemblies, *i.e.*, partially assembled merchandise unless imported as part of the finished goods ‘kit’” is consistent with the Federal Circuit’s decisions in *Whirlpool III* and *Meridian III*.¹³⁷ Specifically, in *Whirlpool III*, the Federal Circuit directed Commerce to consider whether the door handles at issue satisfied the finished merchandise exclusion.¹³⁸ In *Meridian III*, the Federal Circuit directed Commerce to first clarify whether the door handles entered the United States fully assembled, and if they did, to consider whether the finished merchandise exclusion applied.¹³⁹ However, the Federal Circuit

¹³⁵ See *Whirlpool III*, 890 F.3d at 1308-1309; and *Meridian III*, 890 F.3d at 1280-1281.

¹³⁶ See Final Scope Ruling at 33-34.

¹³⁷ See *Orders*.

¹³⁸ See *Whirlpool III*, 890 F.3d at 1312.

¹³⁹ See *Meridian III*, 890 F.3d at 1281-1282.

in *Meridian III* and *Whirlpool III* did not direct a specific manner in which Commerce should analyze the finished merchandise exclusion.¹⁴⁰

In the Meridian Door Handles Second Remand Redetermination, Commerce reasoned that there is a difference between the “subassemblies” provision in the general scope language and the finished merchandise exclusion in that “‘subassemblies’ is broadly defined in the scope as ‘partially assembled merchandise {,}’ which we understand to be distinct from products which are ‘fully and permanently assembled and completed’ finished merchandise.”¹⁴¹ Accordingly, Commerce determined that the door handles at issue did not constitute finished merchandise when they were covered by the general scope language describing subassemblies.¹⁴² The Court affirmed the Meridian Door Handles Second Remand Redetermination,¹⁴³ and we continue to find it appropriate and consistent with the Federal Circuit precedent in *Meridian III* and *Whirlpool III* to apply the same analysis to Columbia’s door thresholds that we did in the Meridian Door Handles Second Remand Redetermination with respect to the “subassemblies” provision and finished merchandise exclusion.

¹⁴⁰ See *Whirlpool III*, 890 F.3d at 1312; and *Meridian III*, 890 F.3d at 1281-1282.

¹⁴¹ See Meridian Door Handles Second Remand Redetermination at 21.

¹⁴² *Id.* at 31.

¹⁴³ The Court affirmed the Meridian Door Handles Second Remand Redetermination because the plaintiff and plaintiff-intervenor did not file comments with Commerce or the Court objecting to the remand redetermination. See *Meridian V*. The parties in *Whirlpool* entered into a stipulation of dismissal, and on May 1, 2019, the CIT dismissed the case. See *Whirlpool Order of Dismissal*.

Comment 2: Whether Commerce’s Determination that Columbia’s Door Thresholds are Included in the *Orders* under the “Subassemblies” Provision Rather than Excluded as Finished Merchandise is Supported by Substantial Evidence and in Accordance with Law.

The Petitioner and Endura’s Comments:

- The petitioner and Endura agree with Commerce’s conclusion that, even considering the finished merchandise exclusion, Columbia’s door thresholds meet the scope description of a subassembly and are not excludable as finished merchandise.¹⁴⁴
- In addition to the evidence Commerce cited in its Draft Results of Redetermination, other information on the record supports the conclusion that Columbia’s door thresholds are not the fully and permanently assembled and completed final finished product that would satisfy the finished merchandise exclusion, but rather are intermediary products designed to be attached with other components after importation to produce the completed downstream product.¹⁴⁵
- In the underlying scope proceeding, the petitioner and Endura submitted information demonstrating that the industry considers the complete door unit (including the threshold, remaining three door frame parts, door panel, door glass, hinges, weather sealing and other hardware products) to be the finished product, not the threshold.¹⁴⁶
- The petitioner and Endura also submitted information in the underlying scope proceeding demonstrating that door thresholds are highly customizable and generally require further finishing and fabrication before assembly into a finished door unit. Although door thresholds

¹⁴⁴ See Petitioner and Endura Draft Redetermination Comments at 4.

¹⁴⁵ *Id.*

¹⁴⁶ *Id.* at 4-5 (citing Letter from Wiley Rein LLP, “Aluminum Extrusions from the People’s Republic of China: Comments on Columbia’s Scope Ruling Request” dated July 27, 2018 (Petitioner and Endura July 27, 2018 Letter); at 9, 27, Exhibit 1 (November 10, 2017 Declaration of Bruce Procton); Exhibit 2 (Declaration of Tim Foster); and Exhibit 4 (Declaration of Larry Sanford).

are available in standard lengths, they are generally manufactured to a longer length that is cut or machined according to order-specific requirements.¹⁴⁷

- Because of the need to customize door thresholds to meet the requirements of a specific door assembly, it would not make economic sense to finish customization of a threshold prior to importation, and it is likely that imported door thresholds are further cut to size at the importers' domestic facilities or at pre-hangers' facilities. The overwhelming number of thresholds sold in the United States are sold to pre-hangers, who obtain all the necessary components and assemble the entire finished door unit, which is sold to builders or contractors, who then install the finished door unit into a building. These components include the door threshold, the remaining door frame, parts or door jambs, door panel, door glass, hinges, weathersealing, and other hardware products.¹⁴⁸
- As Commerce reiterated in its Draft Results of Redetermination, Worldwide Door, along with other requesters of the underlying scope ruling, provided documentation indicating that door thresholds are not in and of themselves the final finished product, but rather a component of a larger downstream product.¹⁴⁹
- Petitioner and Endura also provided a declaration from the Director of Millwork Purchasing at BMC indicating that when pre-hung doors it assembles are tested for compliance with building codes, the finished product tested is the entire door unit and not the individual components, including door thresholds.¹⁵⁰

¹⁴⁷ *Id.* at 5 (citing Petitioner and Endura July 27, 2018 Letter at 28-29; November 10, 2017 Declaration of Bruce Procton; and Exhibit 12 (July 26, 2018 Declaration of Bruce Procton)).

¹⁴⁸ *Id.* at 5-6 (citing Petitioner and Endura July 27, 2018 Letter at 8, 33; November 10, 2017 Declaration of Bruce Procton; Declaration of Tim Foster; and Declaration of Larry Sanford).

¹⁴⁹ *Id.* at 6 (citing Draft Remand Results at 23; Final Scope Ruling at 1, 11).

¹⁵⁰ *Id.* (citing Declaration of Tim Foster).

- Pre-hangers often further customize the door after collecting all the necessary parts for assembling the finished door unit, resulting in additional finishing and fabrication of the door parts. The only thresholds that are sold separately are “replacement” parts – *e.g.*, if a threshold is damaged or for a remodel – and even those thresholds sold as replacement parts also generally must be cut to size to match the door assembly in which they will be installed.¹⁵¹

Columbia’s Comments:

- The finished merchandise exclusion has three requirements: (1) a product includes aluminum and non-aluminum components; (2) the components are fully and permanently assembled and completed before importation; and (3) the assembled product is finished merchandise. Columbia’s door thresholds satisfy all three requirements.¹⁵²
- As Commerce recognized, Columbia’s door thresholds enter the United States as assembled products containing extruded aluminum and non-aluminum components, including PVC extrusions, insert bars, injection molded wood filled plate substrates, and PVC substrates.¹⁵³
- Commerce’s Draft Results of Redetermination ignore that Columbia’s assembled thresholds have independent consumptive value and are advertised, displayed, and sold, as imported, by retailers such as Home Depot and Lowe’s.¹⁵⁴
- The plain text of the *Orders*, combined with the factual record, requires a finding that Columbia’s assembled door thresholds are excluded from the scope of the *Orders* under the finished merchandise exclusion.¹⁵⁵

¹⁵¹ *Id.* at 6-7 (citing Petitioner and Endura July 27, 2018 Letter at 23-24, 28-29; November 10, 2017 Declaration of Bruce Procton; Declaration of Tim Foster; and Declaration of Larry Sanford).

¹⁵² *See* Columbia Draft Redetermination Comments at 3 (citing *Orders*).

¹⁵³ *Id.* (citing Draft Results of Redetermination at 14, 21).

¹⁵⁴ *Id.* (citing Scope Ruling Request at Attachment 6).

¹⁵⁵ *Id.*

- Commerce’s conclusion that Columbia’s door thresholds are subassemblies and not finished merchandise because they are not in and of themselves the final finished product, but rather a component of a larger downstream product, is not supported by substantial evidence.¹⁵⁶
- It is inappropriate for Commerce to impute information MJB and Worldwide submitted in their scope ruling requests to Columbia’s product.¹⁵⁷
- Commerce’s conclusion that a subassembly is merchandise which is designed for the sole purpose of becoming part of a larger whole is based on a flawed and unreasonable interpretation of the *Orders*.¹⁵⁸
- A “subassembly” as described in the general scope language of the *Orders* is not merchandise designed for the sole purpose of becoming part of a larger whole. Rather, as the petitioners clarified during the investigation, “subassemblies” covered by the *Orders* are “aluminum extrusions that are attached to form partially assembled final finished goods...”¹⁵⁹
- Commerce’s conclusion that Columbia’s door thresholds do not qualify for the finished merchandise exclusion because they must work in tandem with other components to be functional is flawed. The finished merchandise exclusion applies to products “containing aluminum extrusions as parts that are fully and permanently assembled and completed at the time of entry,” but does not contain a functionality requirement. Commerce cannot add such a requirement to the *Orders* through a scope ruling.¹⁶⁰

¹⁵⁶ *Id.*

¹⁵⁷ *Id.* at n.3.

¹⁵⁸ *Id.*

¹⁵⁹ *Id.* at 3-4 (citing Petitioner’s Letter, “Petitioner’s Response to the Department’s April 6, 2010 Request for Clarification of Certain Items Contained in the Petition,” dated April 9, 2010 at 3).

¹⁶⁰ *Id.* at 4 (citing *Duferco Steel, Inc. v. United States*, 296 F.3d 1087, 1097 (Fed. Cir. 2002); *Ericsson GE Mobile Communs. v. United States*, 60 F.3d 778, 782 (Fed. Cir. 1995); and *Maquilacero S.A. De C.V. v. United States*, 256 F. Supp. 3d 1294, 1310 (CIT 2017)).

- The fact that the assembled thresholds are designed to fit standard door sizes and sold in standard sizes in the United States does not mean they are subassemblies, but rather confirms that they are, as imported, finished merchandise ready for use by consumers without modification.¹⁶¹
- The finished merchandise exclusion is not inapplicable just because a product is used in conjunction with other products. This interpretation is at odds with the language of the *Orders*' non-exclusive examples of finished merchandise (e.g., a “window with glass,” a “door with glass or vinyl,” “picture frames with glass pane and backing material,” and a solar panel). These products are not functional on their own but are designed to work with other components (e.g. a house, a door frame, photographs or artwork, and a mounting system).¹⁶²
- Applying Commerce’s interpretation of a subassembly to the finished merchandise exclusion’s example of a door with glass or vinyl demonstrates the flaw of Commerce’s position. According to Commerce’s logic, “a door with glass or vinyl” is a subassembly because it is designed with the sole purpose of becoming part of a larger whole and must work with other components (i.e., a frame, hinges, and handles) to be functional.¹⁶³
- Columbia’s assembled door thresholds are no more an intermediate product than the non-exhaustive list of finished merchandise examples in the *Orders* and also constitute finished merchandise.¹⁶⁴
- Commerce’s current interpretation of the finished merchandise exclusion is also inconsistent with its long-standing prior position that the exclusion applies irrespective of whether a good

¹⁶¹ *Id.* at 4, n.4.

¹⁶² *Id.* at 4 (citing *Orders*).

¹⁶³ *Id.*

¹⁶⁴ *Id.*

– including “windows with glass” and “doors with glass or vinyl” – is “necessarily assembled into a larger structure, such as a house.”¹⁶⁵

- In several prior scope rulings, Commerce consistently found products excluded as “finished merchandise” even though they were used in conjunction with other parts or a larger system.¹⁶⁶
- Commerce cannot justify its revised interpretation of the finished merchandise exclusion with citation to the Federal Circuit’s decision in *Shenyang Yuanda 2015*, because even after the *Shenyang Yuanda* decision in 2015, Commerce issued scope rulings in which it applied the finished merchandise exclusion to products designed to be used in conjunction with other products.¹⁶⁷
- Commerce’s reliance on *Shenyang Yuanda 2015* is also misplaced because, in that decision, the Federal Circuit affirmed the CIT’s determination, which *Shenyang Yuanda* also conceded, that each individual curtain wall unit “has no consumptive value or practical use because multiple units are required to form the wall of a building.”¹⁶⁸ In other words, an individual curtain wall unit was a subassembly covered by the *Orders*, rather than excluded as finished merchandise, because multiple curtain wall units had to be assembled together to form the finished merchandise, which was the curtain wall. In contrast, Columbia’s

¹⁶⁵ *Id.* at 4-5 (citing Memorandum, “Initiation and Preliminary Scope Ruling on Side Mount Valve Controls,” dated September 24, 2012 at 7 (SMVC Preliminary Scope Ruling), *aff’d* in Memorandum, “Final Scope Ruling on Side Mount Valve Controls,” dated Oct. 26, 2012; and Memorandum, “Final Scope Ruling on Clenergy (Xiamen) Technology’s Solar Panel Mounting Systems,” dated October 31, 2012 at 8-9.

¹⁶⁶ *Id.* at 5 (citing Memorandum, “Final Scope Ruling on International E-Z Up’s Collapsible Shelter Frames,” dated March 7, 2018; Memorandum, “Final Scope Ruling on Westbay LLC’s Telescoping Aluminum Pool Poles,” dated November 6, 2017; Memorandum, “Final Scope Ruling on Ferguson Enterprises Inc. Air Duct Fixtures,” dated May 10, 2017; Memorandum, “Final Scope Ruling on Seagate Technology LLC’s Head Stack Assemblies,” dated December 23, 2016; and Memorandum, “Final Scope Ruling on Agilent Technologies, Inc.’s Foreline Hose Assembly,” dated August 27, 2015).

¹⁶⁷ *Id.* at 5-6 (citing *Shenyang Yuanda 2015*).

¹⁶⁸ *Id.* at 6 (citing *Shenyang Yuanda 2015*, 776 F.3d at 1358).

assembled door thresholds have individual consumptive value and do not need to be assembled with other door thresholds to form a finished threshold.¹⁶⁹

- Further, Commerce cannot rely on the CIT’s affirmance of the Meridian Door Handles Second Remand Redetermination to support its revised interpretation of the finished merchandise exclusion. As Commerce recognized in a footnote in its Draft Results of Redetermination, the CIT affirmed the remand only because the requesting party did not submit comments, and a default victory does not constitute CIT approval of Commerce’s interpretation. Furthermore, the CIT and Federal Circuit in *Meridian* intimated that the door handles at issue could qualify as excluded finished merchandise if they were imported in assembled form.¹⁷⁰

Commerce’s Position:

We disagree with Columbia’s characterization of its door thresholds as finished merchandise, rather than as a subassembly. Based on the description of Columbia’s door thresholds discussed above, we continue to find that the thresholds constitute aluminum extrusion components that are attached with non-aluminum extrusion components at the time of importation to form a subassembly, as described by the general scope language of the *Orders*. Specifically, the door thresholds constitute “partially assembled merchandise,” or an intermediate product, and therefore they are not the fully and permanently assembled and completed final finished product that would satisfy the finished merchandise exclusion.

In addition to the evidence Commerce cited in the Draft Results of Redetermination,¹⁷¹ the record evidence cited by the petitioner and Endura support our conclusion that Columbia’s

¹⁶⁹ *Id.*

¹⁷⁰ *Id.*, n.5.

¹⁷¹ *See* Draft Results of Redetermination at 23.

door thresholds function as subassemblies that are part of a larger downstream product and, thus, are not excludable as finished merchandise.¹⁷² The record evidence submitted by the petitioner and Endura indicates that door “pre-hangers” obtain all of the components necessary to assemble an entire door unit that is subsequently installed in a building.¹⁷³ Beyond the door threshold, a completed door unit requires additional parts, such as door jambs, a door panel, glass, hinges, weatherstripping, and other hardware parts.¹⁷⁴ Moreover, the record evidence submitted by the petitioner and Endura indicates that the completed door unit is highly customizable, and may require additional cutting and machining of the door threshold.¹⁷⁵ Door pre-hangers may further customize door thresholds, along with other door unit components, before final assembly of the door unit.¹⁷⁶ Although door thresholds are available in a variety of standard lengths, they are generally manufactured to a longer length that is cut or machined to meet the requirements of a specific order.¹⁷⁷ The evidence submitted by the petitioner and Endura also indicates that in the remodeling market segment for door thresholds, thresholds can be sold as parts of pre-hung door units or as replacement parts for finished door assemblies.¹⁷⁸ Thresholds sold by retailers in the remodeling segment often require further cutting and sizing to meet the specific requirements of the door assembly into which the thresholds are incorporated.¹⁷⁹ Thus, we find that the information submitted by the petitioner and Endura is consistent with and supports our continued determination that Columbia’s door thresholds are not, in and of themselves, a final finished

¹⁷² See November 10, 2017 Declaration of Bruce Procton; Declaration of Tim Foster; and Declaration of Larry Sanford.

¹⁷³ See November 10, 2017 Declaration of Bruce Procton.; Declaration of Tim Foster; and Declaration of Larry Sanford.

¹⁷⁴ See November 10, 2017 Declaration of Bruce Procton; and Declaration of Tim Foster.

¹⁷⁵ See November 10, 2017 Declaration of Bruce Procton; Declaration of Tim Foster; Declaration of Larry Sanford; and July 26, 2018 Declaration of Bruce Procton.

¹⁷⁶ See November 10, 2017 Declaration of Bruce Procton; and Declaration of Tim Foster.

¹⁷⁷ See November 10, 2017 Declaration of Bruce Procton.

¹⁷⁸ See Petitioner and Endura July 27, 2018 Letter at 9; and Declaration of Larry Sanford.

¹⁷⁹ See Declaration of Larry Sanford.

product, but rather, an intermediate product that is meant to be incorporated into a larger downstream product, which is the finished merchandise.

We disagree with Columbia that our analysis inappropriately adds a functionality requirement to the *Orders*. Our inquiry examines the physical characteristics of assembled merchandise in the context of the scope language. Specifically, the general scope language provides that “{t}he scope includes the aluminum extrusion components that are attached (*e.g.*, by welding or fasteners) to form subassemblies, *i.e.*, partially assembled merchandise unless imported as part of the finished goods ‘kit’ {.”¹⁸⁰ The finished merchandise exclusion describes products “containing extrusions as parts that are fully and permanently assembled and completed at the time of entry.”¹⁸¹ Thus, the scope recognizes a difference between a subassembly and finished merchandise in that a subassembly is broadly defined in the scope as “partially assembled merchandise,” while finished merchandise are products which are “fully and permanently assembled and completed.” In other words, a subassembly could also be described as an intermediate product or any other partially assembled product that is less than the full, permanent, and completed final finished product that would satisfy the finished merchandise exclusion. Therefore, our analysis considers whether the assembly at issue is itself the final finished product or an intermediary product. This is not a functionality requirement, but rather an analysis of the physical characteristics of the product at issue (*i.e.*, where it stands in the chain of assembly between component parts and the final finished good) read against the language of the *Orders* – specifically, the “subassemblies” provision and the finished merchandise exclusion.

We further disagree that the enumerated examples of finished merchandise in the language of the finished merchandise exclusion undercut our interpretation of the

¹⁸⁰ See *Orders*.

¹⁸¹ *Id.*

“subassemblies” provision in the general scope language. “Finished windows with glass, doors with glass or vinyl, picture frames with glass pane and backing material, and solar panels” are defined by the scope language as “finished merchandise containing aluminum extrusions as parts that are fully and permanently assembled and completed at the time of entry.”¹⁸² In other words, these exemplars are defined by the scope as finished merchandise that, in and of themselves, satisfy the finished merchandise exclusion. Because they are themselves finished merchandise, they are not intermediary products to finished merchandise that might qualify as a subassembly. There is no need to further analyze whether the enumerated products in the finished merchandise exclusion work in conjunction with other products, and no requirement that, for example, a window with glass or a door with glass or vinyl be assembled into a house to satisfy the finished merchandise exclusion. In contrast, because door thresholds are not specifically enumerated examples of finished merchandise, Commerce must undertake an analysis of whether they satisfy the criteria for the finished merchandise exclusion. As explained above, we have determined that Columbia’s door thresholds are subassemblies meant to be incorporated into a larger downstream product and, consequently, do not satisfy the criteria for the finished merchandise exclusion.

Furthermore, in the nine years since the issuance of the *Orders*, Commerce’s practice in interpreting the scope language – including the relationship between the “subassemblies” provision and the finished merchandise exclusion – has evolved in response to case law, particularly the Federal Circuit’s decisions in *Meridian III*, *Whirlpool III*, and *Shenyang Yuanda 2015*. With respect to Columbia’s assertion that the CIT and Federal Circuit “intimated” that the kitchen appliance door handles at issue in *Meridian* could qualify for the finished merchandise exclusion if they were imported in assembled form, we note that neither the CIT nor the Federal

¹⁸² *Id.*

Circuit reached any conclusion as to whether the door handles satisfied the finished merchandise exclusion, but rather directed Commerce to undertake that inquiry on remand.¹⁸³ The CIT even contemplated that Commerce might find that the assembled kitchen door handles were within the scope of the *Orders*.¹⁸⁴ As explained above, Commerce determined in the Meridian Door Handles Second Remand Redetermination that the assembled door handles were “subassemblies” covered by the general scope language which, therefore, did not qualify for the finished merchandise exclusion.¹⁸⁵ We acknowledge that the CIT did not address the merits of Commerce’s analysis in the Meridian Door Handles Second Remand Redetermination, but affirmed the remand redetermination because neither the plaintiff nor the plaintiff-intervenor filed comments with Commerce or the Court objecting to the remand redetermination.¹⁸⁶ However, we continue to maintain that the analysis in the Meridian Door Handles Second Remand Redetermination is consistent with the Federal Circuit and CIT’s remand orders in *Meridian*, and also relevant to our analysis of Columbia’s door thresholds.¹⁸⁷

We also disagree with Columbia’s assertion that *Shenyang Yuanda 2015* does not support Commerce’s analysis of Columbia’s door thresholds. In *Shenyang Yuanda*, the Federal Circuit affirmed Commerce’s determination that curtain wall units are subject to the scope of the *Orders* and do not qualify for the finished merchandise exclusion because, among other reasons, they are

¹⁸³ See *Meridian III*, 890 F.3d at 1281-1282; *Whirlpool III*, 890 F.3d at 1312; *Meridian IV*, 357 F. Supp. 3d at 1356-1357; and *Whirlpool IV*, 357 F. Supp. 3d at 1363.

¹⁸⁴ See *Meridian IV*, 357 F. Supp. 3d at 1357 (“Should Commerce decide in its new redetermination that the Type B handle is in assembled form at the time of entry yet is still within the scope of the *Orders*, Commerce in explaining such a decision would need to clarify whether it is the extruded aluminum component or the entire handle that Commerce considers to fall within the scope.”); *Whirlpool IV*, 357 F. Supp. 3d at 1363 (“Should Commerce determine that the assembled handles are within the scope of the *Orders* despite the finished merchandise exclusion, it must explain its reasoning and also must clarify whether it is concluding that the handles in their entirety, or only the extruded aluminum components therein, are within the scope of the *Orders* and provide reasons for that conclusion.”).

¹⁸⁵ See *Meridian Door Handles Second Remand Redetermination* at 31.

¹⁸⁶ See *Meridian V*.

¹⁸⁷ See *Meridian III*, 890 F.3d at 1281-1282; *Meridian IV*, 357 F. Supp. 3d at 1356-1357.

aluminum extrusions which can be described as “subassemblies” for curtain walls.¹⁸⁸ In short, the Federal Circuit affirmed that “{a} single unit does not a curtain wall make, nor is it a finished product{,}” and that “{a} part or subassembly, here a curtain wall unit, cannot be a finished product.”¹⁸⁹

Commerce’s determinations that certain products qualify as finished merchandise in scope rulings subsequent to *Shenyang Yuanda 2015* does not invalidate the reasoning in *Shenyang Yuanda 2015* that a subassembly is not a final finished product, or Commerce’s application of that reasoning in determining that Columbia’s door thresholds are subassemblies that do not satisfy the criteria of the finished merchandise exclusion. Scope rulings are made on a case-by-case basis that takes into account the physical description of the product at issue and the language of the *Orders*.¹⁹⁰ While Commerce may consider prior scope rulings in analyzing the particular product subject to a scope ruling request,¹⁹¹ each scope ruling must be undertaken with consideration of the particular record evidence of the individual request. In some rulings subsequent to *Shenyang Yuanda 2015*, we have incorporated our analysis from the Meridian Door Handles Second Remand Redetermination that a product that constitutes a subassembly (and is not a finished goods kit) cannot qualify for the finished merchandise exclusion.¹⁹² While Commerce has determined in some other scope rulings, in the years subsequent to *Shenyang Yuanda 2015*, that the product at issue is not a subassembly, but rather satisfies the finished merchandise exclusion, we find that this is not controlling to our analysis of Columbia’s door thresholds.

¹⁸⁸ See *Shenyang Yuanda 2015*, 776 F.3d at 1357-59.

¹⁸⁹ *Id.* at 1358.

¹⁹⁰ See *Walgreen Co. v. United States*, 620 F.3d 1350, 1357 (Fed. Cir. 2010).

¹⁹¹ See 19 CFR 315.225(k)(1).

¹⁹² See Schletter Grounding Clamps Scope Ruling; and CCM Solar Mounts Scope Ruling.

We also disagree that the facts underlying *Shenyang Yuanda 2015* are distinguishable from our analysis of Columbia's door thresholds because the parties in *Shenyang Yuanda 2015* agreed that curtain wall units were subassemblies with no individual consumptive value and needed to be assembled with multiple other units to have value as a curtain wall, which was the finished merchandise. As explained in detail above, we have determined that Columbia's door thresholds are subassemblies that must be incorporated with other components to form the larger downstream product. Therefore, we continue to find that *Shenyang Yuanda 2015* is instructive and supports our determination that Columbia's door thresholds are subassemblies covered by the scope of the *Orders* and do not satisfy the finished merchandise exclusion.

VI. Final Results of Redetermination

In these final results of redetermination, we continue to find that the extruded aluminum components of Columbia's door thresholds are within the scope of the *Orders* and the non-extruded aluminum components are outside the scope of the *Orders*. Additionally, we continue to find that Columbia's door thresholds do not qualify for the finished merchandise exclusion.

Dated: December 23, 2020

12/23/2020

X 

Signed by: JEFFREY KESSLER
Jeffrey I. Kessler
Assistant Secretary
for Enforcement and Compliance