



UNITED STATES DEPARTMENT OF COMMERCE
International Trade Administration
Washington, D.C. 20230

A-570-890

Scope Inquiry
Public Document
IA/NME/VIII: MSH

DATE:

August 11, 2006

MEMORANDUM TO:

Stephen J. Claeys
Deputy Assistant Secretary
for Import Administration

FOR PUBLIC FILE

THROUGH:

Wendy J. Frankel
Director
AD/CVD Operations, Office 8

Robert Bolling
Program Manager
AD/CVD Operations, Office 8

FROM:

Michael Holton
Senior Case Analyst

RE:

Wooden Bedroom Furniture from the People's Republic of China

SUBJECT:

Infant (baby) Changing Tables and Toddler Beds Scope
Determination

Background

On February 15, 2005, the Department of Commerce ("the Department") received a request on behalf of Dorel Asia SrL ("Dorel") for a determination on whether certain infant furniture (i.e., infant (baby) changing tables, toy boxes or chests, infant (baby) armoires, and toddler beds) is covered by the antidumping duty order on wooden bedroom furniture from the People's Republic of China. See Notice of Amended Final Determination of Sales at Less Than Fair Value and Antidumping Duty Order: Wooden Bedroom Furniture from the People's Republic of China, 70 FR 329 (January 4, 2005) ("Order"); see also Notice of Final Determination of Sales at Less Than Fair Value in the Investigation of Wooden Bedroom Furniture from the People's Republic of China, 69 FR 67313 (November 17, 2004) ("Final Determination"). On March 9, 2005,



Petitioners¹ submitted comments regarding the scope ruling request. On March 11, 2005, the Department also received a request on behalf of Style Craft Furniture Co., Ltd. ("Style Craft") for a determination on whether toddler beds are covered by the Order. On March 22, 2005, Style Craft submitted comments in support of Petitioners' recommended exclusion language for toddler beds. On March 23, 2005, Birchfield Design Group, Birchfield Design (Asia) Ltd., Dongguan Birchfield Gifts Co. Ltd., and Dongguan Longreen Birchfield Arts & Craft Co., Ltd. (collectively "Birchfield") submitted comments in response to Dorel's scope ruling request and Petitioners' comments regarding infant (baby) changing tables. On March 24, 2005, Dorel submitted a response to Petitioners' March 9, 2005, comments. On March 28, 2005, the Department received comments on behalf of Toys "R" Us and Babies "R" Us (collectively "Toys "R" Us") in response to Dorel's scope ruling request and Petitioners' comments on whether certain infant furniture (i.e., infant (baby) changing tables, toy boxes or chests, infant (baby) armories, and toddler beds) is covered by the Order. On April 4, 2005, the Petitioners submitted a response to Birchfield's March 23, 2005, comments and Dorel's March 24, 2005, comments. On April 4, 2005, Birchfield submitted additional comments on the requested clarification of scope with respect to infant (baby) changing tables.

On November 14, 2005, the Department issued a scope ruling memorandum on infant (baby) armoires and toy boxes or chests, in accordance with 19 CFR 351.225(k)(1). The Department determined that the descriptions of the product contained in the petition, the initial investigation, the determinations by the Secretary (including prior scope determinations) and the ITC were, in fact, dispositive with respect to infant (baby) armoires and toy boxes or chests. However, in the same memorandum, the Department initiated a formal scope inquiry with respect to toddler beds and infant (baby) changing tables ("scope inquiry"), pursuant to 19 CFR 351.225(e), because the scope descriptions of the merchandise contained within the petition, the initial investigation and Order, and the determinations by the Department and the ITC, as provided by 19 CFR 351.225(k)(1), are not dispositive with regard to infant (baby) changing tables and toddler beds. Therefore, the Department found it necessary to consider the five additional factors set forth in 19 CFR 351.225(k)(2).

On January 23, 2006, the Department issued a questionnaire with a due date of February 6, 2006, to all the interested parties on the comprehensive scope inquiry service list concerning the antidumping duty scope inquiry. On January 31, 2006, the Department received a letter from Dorel Asia in which it requested a two-week extension for the purpose of responding to the scope inquiry questionnaire. On February 1, 2006, the Department also received a letter from Toys "R" Us requesting a three-week extension for the purposes of responding to the scope inquiry questionnaire. On February 3, 2006, the Department extended the due date for the responses to the scope inquiry questionnaire by two weeks, or until February 20, 2006. On February 21, 2006,

¹ Petitioners in this case are the American Furniture Manufacturers Committee for Legal Trade and its individual members, and the Cabinet Makers, Millmen, and Industrial Carpenters Local 721, UBC Southern Council of Industrial Worker's Local Union 2305, United Steel Workers of American Local 193U, Carpenters Industrial Union Local 2093, and Teamsters, Chauffeurs, Warehousemen and Helper Local 991.

Dorel, Toys “R” Us and Petitioners submitted responses to the toddler beds and infant (baby) changing tables scope inquiry questionnaires. On February 21, 2006, Style Craft submitted a response to the toddler beds scope inquiry questionnaire. On February 21, 2006, Birchfield submitted its response to the infant (baby) changing tables scope inquiry questionnaire. Additionally, Dorel and Toys “R” Us submitted comments to Petitioners’ questionnaire response.

On March 14, May 13, June 13, July 13, 2006, and August 1, 2006, in accordance with 19 CFR 351.302(b), the Department extended the time period for issuing a determination because of the extensive comments received by the Department and the significant difficulty of the attendant issues.

Scope of the Order

The Department defined the scope of the investigation in its notice of initiation.² During the investigation the scope language was modified to exclude jewelry armoires,³ cheval mirrors,⁴ and mirrors that do not attach to, incorporate in, sit on, or hang over a dresser if they are not designed and marketed to be sold in conjunction with a dresser as part of a dresser-mirror set⁵ in the Final Determination and the Order.⁶

The product covered is wooden bedroom furniture. Wooden bedroom furniture is generally, but not exclusively, designed, manufactured, and offered for sale in coordinated groups, or

² See Notice of Initiation of Antidumping Duty Investigation: Wooden Bedroom Furniture from the People's Republic of China, 68 FR 70228 (December 17, 2003) (“Initiation Notice”).

³ On July 7, 2006, the Department published Wooden Bedroom Furniture from the People's Republic of China: Final Changed Circumstances Review, and Determination to Revoke Order in Part, 71 FR 38621 (July 7, 2006), modifying the jewelry armoires’ exclusion to exclude jewelry armoires that have at least one side door (whether or not the door is lined with felt or felt-like material) from the scope of the Order.

⁴ See Issues and Decision Memorandum Concerning Jewelry Armoires and Cheval Mirrors in the Antidumping Duty Investigation of Wooden Bedroom furniture from the People's Republic of China, to Laurie Parkhill, Office Director, from Robert Bolling, Program Manager, dated August 31, 2004 (“Jewelry Armoires and Cheval Mirrors Memorandum”).

⁵ See Memorandum Concerning Mirrors in the Antidumping Duty Investigation of Wooden Bedroom furniture from the People's Republic of China, to Laurie Parkhill, Office Director, from Robert Bolling, Program Manager, dated September 29, 2004 (“Mirrors Memorandum”).

⁶ See also Memorandum to the File from Laurel LaCivita, Analyst, to Laurie Parkhill, Office Director, Antidumping Duty Investigation of Wooden Bedroom Furniture from the People's Republic of China: Summary on Comments to the Scope (June 17, 2004); Memorandum to Laurie Parkhill, Office Director, from Erol Yesin, Case Analyst, Antidumping Duty Investigation of Wooden Bedroom Furniture from the People's Republic of China: Summary on the Scope of the Investigation (November 8, 2004).

bedrooms, in which all of the individual pieces are of approximately the same style and approximately the same material and/or finish. The subject merchandise is made substantially of wood products, including both solid wood and also engineered wood products made from wood particles, fibers, or other wooden materials such as plywood, oriented strand board, particle board, and fiberboard, with or without wood veneers, wood overlays, or laminates, with or without non-wood components or trim such as metal, marble, leather, glass, plastic, or other resins, and whether or not assembled, completed, or finished.

The subject merchandise includes the following items: (1) wooden beds such as loft beds, bunk beds, and other beds; (2) wooden headboards for beds (whether stand-alone or attached to side rails), wooden footboards for beds, wooden side rails for beds, and wooden canopies for beds; (3) night tables, night stands, dressers, commodes, bureaus, mule chests, gentlemen's chests, bachelor's chests, lingerie chests, wardrobes, vanities, chessers, chifforobes, and wardrobe-type cabinets; (4) dressers with framed glass mirrors that are attached to, incorporated in, sit on, or hang over the dresser; (5) chests-on-chests,⁷ highboys,⁸ lowboys,⁹ chests of drawers,¹⁰ chests,¹¹ door chests,¹² chiffoniers,¹³ hutches,¹⁴ and armoires;¹⁵ (6) desks, computer stands, filing cabinets, book cases, or writing tables that are attached to or incorporated in the subject merchandise; and (7) other bedroom furniture consistent with the above list.

⁷ A chest-on-chest is typically a tall chest-of-drawers in two or more sections (or appearing to be in two or more sections), with one or two sections mounted (or appearing to be mounted) on a slightly larger chest; also known as a tallboy.

⁸ A highboy is typically a tall chest of drawers usually composed of a base and a top section with drawers, and supported on four legs or a small chest (often 15 inches or more in height).

⁹ A lowboy is typically a short chest of drawers, not more than four feet high, normally set on short legs.

¹⁰ A chest of drawers is typically a case containing drawers for storing clothing.

¹¹ A chest is typically a case piece taller than it is wide featuring a series of drawers and with or without one or more doors for storing clothing. The piece can either include drawers or be designed as a large box incorporating a lid.

¹² A door chest is typically a chest with hinged doors to store clothing, whether or not containing drawers. The piece may also include shelves for televisions and other entertainment electronics.

¹³ A chiffonier is typically a tall and narrow chest of drawers normally used for storing undergarments and lingerie, often with mirror(s) attached.

¹⁴ A hutch is typically an open case of furniture with shelves that typically sits on another piece of furniture and provides storage for clothes.

¹⁵ An armoire is typically a tall cabinet or wardrobe (typically 50 inches or taller), with doors, and with one or more drawers (either exterior below or above the doors or interior behind the doors), shelves, and/or garment rods or other apparatus for storing clothes. Bedroom armoires may also be used to hold television receivers and/or other audio-visual entertainment systems.

The scope of the order excludes the following items: (1) seats, chairs, benches, couches, sofas, sofa beds, stools, and other seating furniture; (2) mattresses, mattress supports (including box springs), infant cribs, water beds, and futon frames; (3) office furniture, such as desks, stand-up desks, computer cabinets, filing cabinets, credenzas, and bookcases; (4) dining room or kitchen furniture such as dining tables, chairs, servers, sideboards, buffets, corner cabinets, china cabinets, and china hutches; (5) other non-bedroom furniture, such as television cabinets, cocktail tables, end tables, occasional tables, wall systems, book cases, and entertainment systems; (6) bedroom furniture made primarily of wicker, cane, osier, bamboo or rattan; (7) side rails for beds made of metal if sold separately from the headboard and footboard; (8) bedroom furniture in which bentwood parts predominate;¹⁶ (9) jewelry armories;¹⁷ (10) cheval mirrors;¹⁸ (11) certain metal parts;¹⁹ and (12) mirrors that do not attach to, incorporate in, sit on, or hang over a dresser if they are not designed and marketed to be sold in conjunction with a dresser as part of a dresser-mirror set.

Imports of subject merchandise are currently classifiable under subheading 9403.50.9040 of the Harmonized Tariff Schedule of the United States (“HTSUS”) as “wooden...beds” and under subheading 9403.50.9080 of the HTSUS as “other...wooden furniture of a kind used in the bedroom.” In addition, wooden headboards for beds, wooden footboards for beds, wooden side rails for beds, and wooden canopies for beds may also be entered under subheading 9403.50.9040 of the HTSUS as “parts of wood” and framed glass mirrors may also be entered under subheading 7009.92.5000 of the HTSUS as “glass mirrors...framed.” This order covers all wooden bedroom furniture meeting the above description, regardless of tariff classification. Although the HTSUS subheadings are provided for convenience and customs purposes, our written description of the scope of this proceeding is dispositive.

¹⁶ As used herein, bentwood means solid wood made pliable. Bentwood is wood that is brought to a curved shape by bending it while made pliable with moist heat or other agency and then set by cooling or drying. See Customs’ Headquarters’ Ruling Letter 043859, dated May 17, 1976.

¹⁷ Any armoire, cabinet or other accent item for the purpose of storing jewelry, not to exceed 24” in width, 18” in depth, and 49” in height, including a minimum of 5 lined drawers lined with felt or felt-like material, at least one side door (whether or not the door is lined with felt or felt-like material), with necklace hangers, and a flip-top lid with inset mirror. See Memorandum from Laurel LaCivita to Laurie Parkhill, Office Director, Issues and Decision Memorandum Concerning Jewelry Armoires and Cheval Mirrors in the Antidumping Duty Investigation of Wooden Bedroom Furniture from the People’s Republic of China dated August 31, 2004. See Wooden Bedroom Furniture from the People’s Republic of China: Notice of Final Results of Changed Circumstances Review and Revocation in Part, (FR citation and date to be added).

¹⁸ Cheval mirrors, *i.e.*, any framed, tiltable mirror with a height in excess of 50” that is mounted on a floor-standing, hinged base.

¹⁹ Metal furniture parts and unfinished furniture parts made of wood products (as defined above) that are not otherwise specifically named in this scope (*i.e.*, wooden headboards for beds, wooden footboards for beds, wooden side rails for beds, and wooden canopies for beds) and that do not possess the essential character of wooden bedroom furniture in an unassembled, incomplete, or unfinished form. Such parts are usually classified under HTSUS subheading 9403.90.7000.

I. Whether Toddler Beds are Outside the Scope of Antidumping Duty Order on Wooden Bedroom Furniture from the PRC

On November 14, 2005, pursuant to a scope request on behalf of Dorel, the Department initiated a formal scope inquiry to determine whether toddler beds are excluded from the scope of antidumping duty order on wooden bedroom furniture from the PRC. For the scope request the Department evaluated Dorel's request along with comments submitted by Petitioners, Toys "R" Us, and Style Craft. The Department determined that the descriptions contained in the petition, the initial investigation, the determinations by the Secretary (including prior scope determinations) and the ITC were not dispositive with respect to toddler beds. See 19 CFR 351.225(k)(2). Additionally, the Department reviewed the scope request and comments with respect to toddler beds from the numerous interested parties and determined that there was also insufficient information on the record to make a determination using the five additional factors set forth in 19 CFR 351.225(k)(2). On January 23, 2006, the Department issued a questionnaire requesting additional information concerning the five additional factors set forth in 19 CFR 351.225(k)(2) for the antidumping duty scope inquiry to determine whether toddler beds are excluded from the scope of the Order.

A. Legal Framework

The Department examines scope requests in accordance with 19 CFR 351.225. On matters concerning the scope of an antidumping duty order, the Department first examines the description of the merchandise contained in the petition, the initial investigation, the determinations of the Secretary (including prior scope determinations) and the ITC. See 19 CFR 351.225(k)(1). This determination may take place with or without a formal inquiry. If the Department determines that these descriptions are dispositive of the matter, the Department will issue a final scope ruling as to whether or not the subject merchandise is covered by an order, pursuant to 19 CFR 351.225(d).

Conversely, where the descriptions of the merchandise are *not* dispositive, the Department will consider the five additional factors set forth in 19 CFR 351.225(k)(2). These criteria are: i) the physical characteristics of the merchandise; ii) the expectations of the ultimate purchasers; iii) the ultimate use of the product; iv) the channels of trade in which the product is sold; and v) the manner in which the product is advertised and displayed. The determination as to which analytical framework is most appropriate in any given scope inquiry is made on a case-by-case basis after consideration of all evidence before the Department.

B. Parties' Argument and Response

Because infant cribs were specifically excluded from the scope of the Order, Dorel, Style Craft, and Toys "R" Us contend that toddler beds should also be excluded given that they share similar physical, production, and design characteristics with an infant crib.

Petitioners agree that toddler beds designed to use a standard infant crib mattress should be excluded from the Order. Petitioners, however, argue that standard twin beds are clearly covered by the scope of the Order.

1. Physical Characteristics of Toddlers Beds

Dorel and Toys “R” Us describe a toddler bed as a transitional bed from infant crib to a standard bed for a child. Toys “R” Us adds that toddler beds are specifically designed with the safety and needs of children that are too small for a standard bed. To qualify as an exclusion from the scope of the Order, Dorel and Toys “R” Us also contend that a toddler bed would be required to conform with the American Society for Testing and Materials (“ASTM”) standards described in designation F 1821–97 (ASTM Vol. 15.07, 2004, Consumer Safety Specification for Toddler Beds). Citing the Department’s scope inquiry determination in Prestressed Concrete Steel Wire Stand from Mexico, Dorel argues that the Department has relied on the existence of ASTM standards as a starting point in determining whether certain products should be found to be within or outside the scope of an antidumping order. See Prestressed Concrete Steel Wire Stand from Mexico: Scope Inquiry Final Determination Memorandum, dated June 16, 2004. Dorel argues that in this case the ASTM specification provides an industry-recognized standard for toddler beds, which not only describes the product characteristics but also describes the stringent testing that toddler beds must undergo. Style Craft also explains that toddler beds are also subject to the voluntary Juvenile Product Manufacturers Association (“JPMA”) Certification.

Dorel explains that toddler beds have three physical characteristics that distinguish them from other in-scope merchandise, specifically standard twin beds or other adult-size beds. The primary distinguishing physical characteristic that Dorel and Toys “R” Us provide, which is described by ASTM F1821, is that a toddler bed is a bed that is sized to accept a full-size crib mattress having the dimensions of 51 5/8 inches in length and 27 1/4 inches in width. Second, as described by ASTM F1821, Dorel, Style Craft, and Toys “R” Us contend that a toddler bed is intended for use by a child not less than 15 months of age and who weighs no more than 50 pounds (22.7 kilograms (“kgs”)). Dorel and Style Craft also argue that toddler beds are physically distinguishable from a standard and youth beds because a toddler bed is lower to the floor to allow easier access for young children. Style Craft and Toys “R” Us describe a toddler bed as allowing for free access and egress to a child with fixed guardrail(s) (or other retention devices) to prevent the child from falling out of the bed. Style Craft describes a typical infant crib as 70 centimeters (“cm”) in width by 130 cm in length by 90-120 cm in height, while the typical toddler bed is 70 cm in width by 130 cm in length by 20 cm in height. Style Craft continues to explain that toddler beds may also be subject to the voluntary Juvenile Product Manufacturers Association Certification.

Style Craft argues that infant cribs are designed with high rails and slats no wider than 2 and 3/8 inches apart. Style Craft explains that the height of the infant crib is adjustable to allow the easy removal of the child from the crib. Further, Style Craft states that as the child becomes more active the infant crib is adjustable and when a child reaches a height of more than 35 inches the

child should be moved to a toddler bed. In contrast with the infant crib, Style Craft explains that the toddler bed is designed to allow a child to climb in and out of the bed without assistance. However, Style Craft explains that the infant crib and toddler bed share the same sized mattress and both share the similar safety feature rails to prevent a child from falling out of the bed or crib. Style Craft also explains that junior (youth) beds are significantly different from toddler beds or infant cribs. Style craft explains that junior beds require a mattress with the dimensions of 29 inches in width by 66 inches in length. In contrast, a full-size crib mattress used for toddler beds has the dimensions of 27 inches in width and 51 5/8 inches in length.

Dorel, Style Craft, and Toys “R” Us contend that toddler beds are most similar to infant cribs in technical specifications regarding ASTM standards, the physical characteristics (e.g., mattress, guard rails, etc.), and the production process because, like infant cribs, toddler beds are specifically designed with the safety and needs of children that are too small for a standard bed in mind. Similar to infant cribs, Toys “R” Us argues that a main design feature is to prevent the child from falling out of the toddler bed. Dorel and Toys “R” Us explain that toddler beds’ physical characteristics are not designed to accommodate adults, teenagers or older children in either terms of weight or body size, which separate its physical characteristics from a standard twin bed or other adult-size beds. Dorel and Toys “R” Us add that most models of infant cribs are currently marketed and advertised as converting to a toddler bed. Toys “R” Us also alleges that toddler beds are similar to infant cribs because they are subject to the same regulatory compliance tests. Toddler beds and infant cribs undergo entrapment hazard testing, impact and loading testing, and have similar warning and caution statements, whereas youth beds do not.

Petitioners explain that, to the best of their knowledge, toddler beds are beds that are designed to use a standard crib mattress having the dimensions of 51 5/8 inches in length and 27 1/4 inches in width. Further, Petitioners state that they do not know of a single example of a product identified as a toddler bed that was not designed specifically for use with a standard crib mattress. Petitioners describe toddler beds as typically having side rails, which prevent the child from falling out of the bed. Petitioners also note that retailers sell infant cribs that are convertible to a toddler bed with the attachment of side rails.

2. *Expectations of the Ultimate End Purchasers*

Dorel, Style Craft, and Toys “R” Us state that expectations of the ultimate end purchasers are for the toddler bed to serve as a transition bed from an infant crib to a full- size bed for a child, which takes into consideration age-appropriate sizing and safety considerations. Toys “R” Us argues that purchasers will generally use a youth bed once the child has exceeded the 50-pound weight criterion.

Petitioners explain that their understanding is that the end purchaser’s expectation is for the toddler bed to serve as a transition bed from a crib to a standard twin bed. Petitioners describe a toddler bed as a product for children old enough to climb out of a crib and injure themselves.

However, because the toddler bed uses the same size mattress as a crib, it is not as intimidating for a child.

3. *Ultimate Use of the Product*

Dorel, Style Craft, and Toys “R” Us state that ultimate use of the toddler bed is as a safe transition bed from an infant crib to a standard-size bed for a child that is not less than 15 months old and that weighs no more than 50 pounds. Dorel contends that toddler beds are not a substitute for a standard-size bed because toddler beds are too small and are designed for a child that weighs under 50 pounds. Dorel explains, however, that there is some degree of substitutability between cribs and toddler beds because most infant cribs today are also convertible to a toddler bed. Furthermore, Dorel argues that any infant crib that converts to a toddler bed would also meet ASTM F 1821-97.

Toys “R” Us argues that toddler beds are not substitutable with other youth beds or infant cribs. Toys “R” Us alleges that toddler beds use a crib mattress to provide consumers with the convenience of making a single mattress purchase for the crib and toddler bed. Toys “R” Us continues by stating that, to the best of its knowledge, the U.S. retail industry follows the guidelines provided by the Consumer Products Safety Commission and does not sell youth beds as toddler beds. Further, Toys “R” Us argues that infant cribs that are convertible to toddler beds must meet the same ASTM specifications and safety specifications, but expand the functionality and usability of the infant crib for consumers.

Petitioners explain that, to the best of their knowledge, the ultimate use and demand for a toddler bed is as a bed for children who may be too big for a crib but not yet big enough for a standard bed or youth bed. While Petitioners acknowledge that infant cribs and toddler beds are somewhat substitutable because they share the same size mattress, Petitioners argue that toddler beds are not substitutable with standard youth twin beds, which it states are referred to in the trade as “3/3a” bed (i.e., a mattress with a width of 3 feet and 3 inches or 39 inches). Petitioners contend that the mattress size provides a bright line distinction between toddler beds and youth twin beds.

4. *Channels of Trade*

Dorel, Style Craft, and Toys “R” Us contend that toddler beds are marketed separately from wooden bedroom furniture, explaining that toddler beds are generally sold through children’s specialty stores or mass merchants rather than traditional furniture retailers. If, however, traditional furniture retailers sell toddler beds, Dorel alleges that these retailers market and display the toddler beds in separate sections from its other bedroom furniture. Toys “R” Us alleges that large furniture retailers do not market to the infant/toddler market nor do they sell toddler beds because of the specialized nature of toddler beds. Conversely, Toys “R” Us states that children’s specialty stores do not sell standard bedroom furniture. Finally, Dorel and Style Craft explain that toddler beds are not generally shipped with other merchandise covered in the

scope. Style Craft adds that some retailers may purchase both wooden bedroom furniture and toddler beds, but that these retailers would purchase these items from different wholesale distributors.

Petitioners argue that there are no differences in channels of trade between imported and domestically produced youth/infant furniture.

5. *Manner of Advertising or Display*

As already discussed, Dorel states that traditional furniture retailers generally market and display the toddler beds in separate sections from other bedroom furniture. Regarding advertising, Dorel and Toys “R” Us explain that product information concerning toddler beds is marketed and disseminated in the same manner as the sale of infant cribs because, as with an infant crib, a toddler bed meet ASTM requirements and is generally a companion item to the infant crib. Style Craft and Toys “R” Us also explain that toddler beds are advertised with other age-appropriate items such as car seats, high chairs or strollers, rather than other bedroom furniture. Finally, Toys “R” Us argues that toddler beds are marketed at the JPMA trade show, which is for juvenile products such as toddler beds.

Petitioners argue that there is no significant difference between the dissemination of product information for youth and adult furniture.

C. **Analysis**

The Department does not find that an “infant” or “youth” classification or description alone is grounds for finding that toddler beds are outside the scope of the Order. Further, the exclusion of infant cribs is not in itself indicative that all infant wooden bedroom furniture was intended to be excluded from the scope. Rather, the exclusion of infant cribs from the scope is only dispositive of the intent to exclude infant cribs and does not on its own provide any indication regarding the inclusion or exclusion of other types of infant bedroom furniture. However, the specificity of the language excluding infant cribs from the Order, along with the inclusion of scope language that “other bedroom furniture consistent with the above list” is within the scope of the Order, indicates that other types of infant wooden bedroom furniture that are consistent with the descriptions in the scope language are included within the Order, as long as they are not specifically excluded. Thus, because the scope of the Order was not dispositive with respect to toddler beds, the Department has evaluated Dorel’s, Style Craft’s, Toys “R” Us’ and Petitioners’ comments in accordance with 19 CFR 351.225(k)(2).

1. *Physical Characteristics of Toddlers Beds*

As described by parties, ASTM F 1821-97 defines and describes the characteristics of a toddler bed. All parties are in agreement that a toddler bed is a bed that is designed to use a standard crib mattress having the dimensions of 51 5/8 inches in length and 27 1/4 inches in width.

Petitioners, along with Dorel, also recognize that infant cribs often convert into toddler beds. Toddler beds also have safety and design features such as side rails, which prevent the child from falling out of the bed, and they are lower to the floor.

When comparing a standard bed and infant crib with the toddler bed, a toddler bed in both technical specifications regarding safety standards and the physical characteristics (e.g., mattress, guard rails, etc.) resembles an infant crib more than a standard bed. As already stated, all parties are in agreement that toddler beds are designed to be used with a standard infant crib mattress. Toddler beds are physically distinguishable from standard and youth beds because a toddler bed is lower to the floor and has fixed guardrail(s) (or other retention devices) to prevent the child from falling out of the bed. Similarly, the dimensions of toddler beds differ and are distinguishable from junior (youth) beds or other standard beds. For example, the dimensions of junior (youth) bed are described as 29 inches in width by 66 inches in length. Those of a twin mattress are 3 feet and 3 inches or 39 inches in width by 75 inches in length, contrasted with those of a full-size crib mattress used for the toddler bed of 27 inches in width by 51 5/8 inches in length. Further, ASTM F 1821-97 provides that toddler beds are designed for children not less than 15 months of age and who weigh no more than 50 pounds (22.7 kgs). The physical characteristics of toddler beds are not designed to accommodate adults, teenagers or older children in terms of either weight or body size, which distinguish it from a standard twin bed or other adult-size beds. Lastly, toddler beds are also more similar to infant cribs than to youth beds or other beds because they are subject to the same regulatory compliance tests, such as entrapment hazard testing, impact and loading testing, and include similar warning and caution statements, unlike youth and other beds.

2. *Expectations of the Ultimate End Purchasers/Ultimate Use of the Product*

All parties are in agreement that the expectations of purchasers and the ultimate use of the toddler bed as a transition bed for a child who is too big for an infant crib but too small for a full-size bed. Parties also agree that toddler beds take into consideration age-appropriate sizing and safety considerations. Further, ASTM F 1821-97 also distinguishes the use of toddler bed from other beds by describing that toddler beds are to be used by a child not less than 15 months of age who weighs no more than 50 pounds (22.7 kgs). Similarly, substitutability between infant cribs and toddler beds provides similar expectations and uses because they share the same size mattress and because many infant cribs are convertible to a toddler bed, whereas a toddler bed is not substitutable with a twin bed or other bed.

3. *Channels of Trade*

Toddler beds are primarily marketed and sold through children's specialty stores or mass merchants rather than traditional furniture retailers. Parties, however, do recognize that some furniture retailers also market and sell toddler beds and there is no indication that mass merchants do not also sell other in-scope merchandise. Thus, we disagree with Toys "R" Us that children's specialty stores do not sell other in-scope wooden bedroom furniture. Again, because

the Department does not find that an “infant” or “youth” classification or description alone is dispositive, the Department does not find that toddler beds are outside the scope of the Order solely because the item is sold at a children’s specialty store. We agree with Petitioners that there are no differences in channels of trade between imported and domestically produced youth/infant furniture.

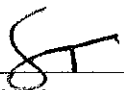
4. *Manner of Advertising or Display*

Retailers do market and display the toddler beds in separate sections from other bedroom furniture. Whether toddlers beds are advertised in the same manner as infant cribs or other age-appropriate items is irrelevant for the purpose of this scope inquiry. Other than stating that a retailer may market or display toddler beds in a separate section from other bedroom furniture, parties have not provided any record evidence that distinguishes or describes how toddler beds are advertised differently from other in-scope merchandise. Therefore, we agree with Petitioners that there is no significant difference between the dissemination of product information or advertising for youth and adult furniture.

Recommendation

In analyzing factors set forth at 19 CFR 351.225(k)(2), the determination as to which analytical criteria are most appropriate in any given scope inquiry is made on a case-by-case basis after consideration of all evidence before the Department. In this case, we find that the physical characteristics, the expectations of the ultimate purchaser and ultimate use provide the most guidance in determining whether toddler beds are outside the scope of the Order. With regard to the physical characteristics, toddler beds are distinguishable from other in-scope beds and are more similar to excluded infant cribs with respect to size and safety considerations. It is undisputed that toddler beds are distinguishable from all other beds on the basis of the size of the mattress which is a standard crib mattress having the dimensions of 51 5/8 inches in length by 27 1/4 inches in width. Similarly, it is undisputed that expectations of the end user and ultimate use are distinguishable from other in-scope merchandise.

In sum, because the criteria under 19 CFR 351.225(k)(1) are not dispositive with regard to toddler beds, the Department determined that it was necessary to consider the five additional factors set forth at 19 CFR 351.225(k)(2). Based upon the above analysis, we recommend that the Department find toddler beds designed to use a standard crib mattress having the dimensions of 51 5/8 inches in length by 27 1/4 inches in width and conforming to ASTM F 1821–97 do not meet the description of merchandise within the scope of the Order.



Agree

Disagree

II. Whether Infant (baby) Changing Tables are Outside the Scope of Antidumping Duty Order on Wooden Bedroom Furniture from the PRC

On November 14, 2005, pursuant to a scope request on behalf of Dorel, the Department initiated a formal scope inquiry to determine whether infant (baby) changing tables are excluded from the scope of antidumping duty order on wooden bedroom furniture from the PRC. For the scope request the Department evaluated Dorel's request along with comments submitted by Petitioners, Toys "R" Us, and Birchfield. The Department determined that the descriptions contained in the petition, the initial investigation, the determinations by the Secretary (including prior scope determinations) and the ITC were not dispositive with respect to infant (baby) changing tables. See 19 CFR 351.225(k)(2). Additionally, the Department reviewed the scope request and comments with respect to changing tables from the numerous interested parties and determined that there was also insufficient information on the record to make a determination using the five additional factors set forth in 19 CFR 351.225(k)(2). On January 23, 2006, the Department issued a questionnaire requesting additional information concerning the five additional factors set forth in 19 CFR 351.225(k)(2) for the antidumping duty scope inquiry to determine whether toddler beds are excluded from the scope of the Order.

A. Legal Framework

The Department examines scope requests in accordance with 19 CFR 351.225. On matters concerning the scope of an antidumping duty order, the Department first examines the description of the merchandise contained in the petition, the initial investigation, the determinations of the Secretary (including prior scope determinations) and the ITC. See 19 CFR 351.225(k)(1). This determination may take place with or without a formal inquiry. If the Department determines that these descriptions are dispositive of the matter, the Department will issue a final scope ruling as to whether or not the subject merchandise is covered by an order, pursuant to 19 CFR 351.225(d).

Conversely, where the descriptions of the merchandise are *not* dispositive, the Department will consider the five additional factors set forth in 19 CFR 351.225(k)(2). These criteria are: i) the physical characteristics of the merchandise; ii) the expectations of the ultimate purchasers; iii) the ultimate use of the product; iv) the channels of trade in which the product is sold; and v) the manner in which the product is advertised and displayed. The determination as to which analytical framework is most appropriate in any given scope inquiry is made on a case-by-case basis after consideration of all evidence before the Department.

B. Parties' Argument and Response

Dorel, Birchfield, and Toys "R" Us argue that infant (baby) changing tables that have a barrier on all sides of the changing surface, or a contoured 16 inch by 32 inch changing pad that serves as a safety barrier around the entire perimeter of the top of the table, and may or may not have any number of shelves, doors, or drawers, which meet the safety standards established by the ASTM

specification F-2388-4 should be excluded from the scope of the Order. Citing the Department's scope inquiry determination in Prestressed Concrete Steel Wire Stand from Mexico, Dorel argues that the Department has relied on the existence of ASTM standards as a starting point in determining whether certain products should be found to be within or outside the scope of an antidumping order. See Prestressed Concrete Steel Wire Stand from Mexico: Scope Inquiry Final Determination, dated June 16, 2004. Dorel argues that in this case the ASTM specification provides an industry-recognized standard for the changing tables, which not only describes the product characteristics but also describes the stringent testing that changing tables must undergo. As such, Dorel adds that to assist in the enforcement of the exclusion of the changing tables, certifications indicating that the changing tables meet the ASTM specifications could accompany customs entry documents. Dorel and Toys "R" Us explain that the changing tables are further differentiated from other wooden bedroom furniture because of the specific design and safety features associated with changing tables.

Birchfield argues that the Department should reconsider its decision to use the *Diversified Products* criteria (i.e., 19 CFR 351.225(k)(2)). Birchfield contends that the scope of the Order is not ambiguous and clearly does not cover changing tables because changing tables are a separate class or kind of merchandise than the scope of the Order describes. Additionally, Birchfield argues that the Order's silence regarding changing tables as either being included or excluded demonstrates Petitioners' original intent not to include changing tables within the scope of the Order.

Petitioners explain that they agree that changing tables with no drawers or doors and that include a permanent guard rail around the entire perimeter of the top of the table should be outside the scope of the Order. However, Petitioners argue that changing tables with either drawers or doors or that do not have a permanent guard rail around the entire perimeter of the top of the table cannot be outside the scope of the Order because they are dressers or chests that are otherwise expressly identified in the scope of the Order. Petitioners concede that products designed to be exclusively used as a changing table are not covered by the Order. Petitioners, however, argue that the best means of determining whether an item is exclusively a changing table, dresser hybrid or chest hybrid is to find that all changing tables with doors and drawers are within the scope of the Order. Therefore, Petitioners believe that any exclusion or finding that changing tables are outside the scope of the Order would require that the changing table contain no drawers or doors and include a permanent guard rail around the entire perimeter of the top of the table. To not make this distinction, as explained by Petitioners, would create the potential for massive evasion of antidumping duties.

1. Physical Characteristics of Changing Tables

Dorel and Toys "R" Us describe a changing table as an elevated freestanding structure that is designed to support and retain an infant child (not weighing greater than 30 pounds or 13.6 kilograms) in a horizontal position for the purpose of changing the infant child's diaper. Birchfield adds that a changing table has a long, flat surface large enough to hold an infant child,

with barriers around the surface and a strap to prevent the infant child from rolling off the table. Dorel, Birchfield, and Toys “R” Us argue that to qualify as a changing table the table must meet the voluntary ASTM specifications provided in F-2388-4. Dorel, Birchfield, and Toys “R” Us argue that there are several features that differentiate a changing table from other wooden bedroom furniture. Specifically, Dorel, Birchfield, and Toys “R” Us state that changing tables must have at least one of the following safety barriers that comply with ASTM F-2388-4 and prevents an infant child from rolling off the table: (1) a safety barrier that surrounds the entire perimeter of the top of the table, (2) a safety barrier that requires the top surface to be contoured with two opposing barriers, or (3) a contoured changing pad that serves as a safety barrier around the entire perimeter of the table and is sold with the changing table. Dorel, Birchfield, and Toys “R” Us also explain that the height and surface area of changing tables are designed specifically for the purpose of changing the infant child’s diaper by an adult caregiver. Birchfield also explains that a changing table may contain a strap for the infant.

Although changing tables have features similar to dressers or other wooden bedroom furniture (e.g., drawers, shelves, etc.), Dorel, Birchfield, and Toys “R” Us argue that changing tables differ from dressers and other wooden bedroom furniture because of the above-described physical characteristics and consumer safety ASTM specification (none of which pertain to dressers or other wooden furniture) applicable to changing tables. Similarly, Dorel, Birchfield, and Toys “R” Us contend that, unlike other wooden bedroom furniture, the specific purpose and design of a changing table is to ensure the safety of the infant child and provide the necessary conveniences expected by the caregiver when changing the infant child’s diaper. Dorel also alleges that changing tables are more similar to infant cribs, which are excluded from the scope, than any other merchandise described within the scope of the Order. Dorel’s support for its allegations is that, like infant cribs, changing tables also must meet certain consumer safety requirements and ASTM safety specifications.

Dorel and Toys “R” Us argue that the differing physical characteristics described above also result in differing production requirements. These requirements are the result of the railings or safety barrier installed to protect the infant child, the height and size of the changing table, special inspection procedures and other safety requirements (e.g., entrapment hazard tests, stability tests, structural integrity tests, etc.). Dorel, Birchfield, and Toys “R” Us also argue that changing tables require warning labels affixed to them, which other wooden bedroom furniture within the scope of the Order does not.

Finally, Dorel, Birchfield, and Toys “R” Us argue that although ASTM F-2388-4 does not require that the railings around the perimeter of the changing table be permanent, barriers/railings are an integral part of their changing tables. Dorel explains that for certain designs, rails could be removed with tools, but such removal would result in exposed holes used to attach the rails and would damage the structure. Similarly, Birchfield argues that its railings are not removable unless they are sawed off and that all of its products are sold with such railings. Lastly, Toys “R” Us explains that ASTM F-2388-4 requires that all changing tables have a permanent warning label affixed to the table such that removing it would damage the wood.

Petitioners describe a changing table as a piece of furniture that has a flat top surface and permanent guard rail around the perimeter of the top surface. Petitioners continue to describe changing tables as usually having safety straps to hold a child in place and shelves for storage. Petitioners contend that “changing tables” that have drawers or doors are really dressers, chests of drawers, or other in-scope merchandise used by caregivers to change infant children’s diapers. Petitioners argue that the only clear way to distinguish a dresser, a chest of drawers, or a commode from a changing table is to eliminate the drawers and doors and require that the flat top surface have a permanent guard rail around the entire perimeter. Petitioners contend that changing tables are not covered by the Order if they are described as having a flat top surface and permanent guard rail around the perimeter of the top surface, with no drawers or doors.

Specifically, Petitioners allege that changing pads are marketed as turning any dresser top or flat surface into an instant, convenient baby changing table. Similarly, Petitioners further explain that Stanley Furniture offers a “changing station” accessory to be used with its various types of “nursery” dressers that function as a changing table when combined. Therefore, Petitioners argue that the ability of a dresser to function as a changing table by attaching an accessory, such as a pad, should not make it a changing table. Petitioners also cite ASTM F-2388-4, at paragraph 3.1.1, stating “{c}hanging tables may convert from or to other items of furniture, such as, but not limited to a dresser, desk, hutch, bookshelf, or play yard.” Petitioners continue to cite ASTM F-2388-4, at paragraph 3.1.1, which explains, “{f}or changing tables with a flat changing surface, barriers shall be provided on all sides of the changing surface,” which Petitioners contend means that unless the piece of furniture has barriers on all sides of the changing surface, the addition of a changing pad or changing station does not make a dresser into changing table.

2. *Expectations of the Ultimate End Purchasers*

Dorel, Birchfield, and Toys “R” Us describe the expectations of the ultimate end purchaser for the changing table as providing the adult caregiver with a safe, convenient and practical piece of furniture to change an infant child’s diaper. Further, Dorel, Birchfield, and Toys “R” Us describe that end purchasers also expect the changing table to serve as a convenient and easily accessible place to store diapers, cloths, and other infant care items needed when changing the infant child’s diaper. Birchfield argues that end purchasers’ expectations of a changing table and dresser or chest are very different. Birchfield and Toys “R” Us explain that end purchasers are willing to pay more money for the additional functionality and safety associated with a changing table. Therefore, they allege, end purchasers’ expectations when buying a changing table are more than merely purchasing a piece of furniture in which to store cloths or other items.

Petitioners argue that there are a substantial number of products on the market that are sold as youth dressers or chests that are also marketed as changing tables with the addition of an accessory. Additionally, Petitioners cite several end purchasers’ reviews of purchased changing tables. Petitioners contend that these reviews show that purchasers’ expectations are for the product to function as a dresser long after its use as a changing table.

3. *Ultimate Use of the Product*

Dorel, Birchfield, and Toys “R” Us explain that, as stated above, the primary purpose of a changing table is to provide the adult caregiver and infant child a safe, convenient and practical piece of furniture to change the infant child’s diaper. Birchfield contends that any other use of the changing table is secondary to primary design. Dorel, Birchfield, and Toys “R” Us argue that established ASTM safety requirements provide a bright line means from which to differentiate the ultimate use of a changing table versus other wooden bedroom furniture. Dorel, Birchfield, and Toys “R” Us also contend that dressers or chests of drawers are not suitable substitutes for changing tables because they are not the correct width, height, or length to safely and comfortably change a baby, nor does any other piece of furniture meet the ASTM specifications.

Petitioners acknowledge that a changing table has a narrow and limited end use and is essentially obsolete when the child is no longer wearing diapers. Petitioners add, however, that a dresser that is designed to be converted into a changing table during the child’s infancy has an ultimate end use as both a changing table and a dresser.

4. *Channels of Trade*

Dorel, Birchfield, and Toys “R” Us contend that changing tables are marketed separately from wooden bedroom furniture, explaining that changing tables are generally sold through children’s specialty stores or mass merchants rather than traditional furniture retailers. If, however, traditional furniture retailers sell changing tables, Dorel and Birchfield allege that these retailers market and display the changing tables in separate sections from its other bedroom furniture. To the best of its knowledge, Dorel argues that changing tables are always marketed to match an infant crib and are never marketed to match with adult or youth furniture. Toys “R” Us alleges that large furniture retailers do not market to the infant/toddler market nor do they sell changing tables because of the specialized nature of the changing table. Conversely, Toys “R” Us states that baby children’s specialty stores do not sell standard bedroom furniture. Finally, Dorel explains that toddler beds are not generally shipped with other merchandise covered in the scope.

Petitioners argue that there are no differences in channels of trade between imported and domestically produced youth/infant furniture.

5. *Manner of Advertising or Display*

Dorel and Toys “R” Us explain that product information concerning changing tables is marketed and disseminated in the same manner as the sale of infant cribs because, as with infant cribs, changing tables meet ASTM requirements and are generally companion items to infant cribs. Toys “R” Us also explains that toddler beds are advertised and displayed in close proximity with other nursery products rather than other bedroom furniture. Dorel states that, to the best of its knowledge, changing tables are never displayed or marketed with other adult bedroom furniture but are typically displayed with matching infant cribs.

Petitioners argue that there is no significant difference between the dissemination of product information for youth and adult furniture.

C. Analysis

The Department does not find that an “infant” or “youth” classification or description alone is grounds for finding that infant (baby) changing tables are outside the scope of the Order. Further, the exclusion of infant cribs is not in itself indicative that all infant wooden bedroom furniture was intended to be outside the scope of the Order. Rather, the exclusion of infant cribs from the scope is only dispositive of the intent to exclude infant cribs and does not on its own provide any indication regarding the inclusion or exclusion of other types of infant bedroom furniture. However, the specificity of the language excluding infant cribs from the Order, along with the inclusion of scope language that “other bedroom furniture consistent with the above list” is within the scope of the Order, indicates that other types of infant wooden bedroom furniture that are consistent with the descriptions in the scope language are included within the Order, as long as they are not specifically excluded. Thus, because the scope of Order was not dispositive with respect to changing tables, the Department has evaluated Dorel’s, Birchfield’s, Toys “R” Us’ and Petitioners’ comments in accordance with 19 CFR 351.225(k)(2).

1. *Physical Characteristics of Infant (baby) Changing Tables*

ASTM F-2388-4 defines and describes the broad characteristics of infant (baby) changing tables. Although changing tables have added safety barriers that surround the entire perimeter of the top of the table or a contoured changing pad that serves as a safety barrier around the entire perimeter of the table, many changing tables have features similar to dressers or other wooden bedroom furniture (e.g., drawers, doors, etc.). The Department also recognizes that a changing table’s height and surface area are designed for the purpose of changing the infant child’s diaper by an adult caregiver. The Department also recognizes that changing tables are often designed to meet consumer safety specifications. However, the Department agrees with Petitioners that these features alone do not distinguish changing tables from other in-scope merchandise.

We disagree with Birchfield that its changing tables with drawers or doors, regardless of whether the guard railing is removable, fall outside the scope because Birchfield’s changing tables contain characteristics of in-scope merchandise (i.e., dresser). The Department evaluates whether the piece of furniture is within the scope, based on the entirety of the physical characteristics. Whether a piece of furniture is used as a changing table does not provide a sole basis for the exclusion. In this case, additional characteristics, such as a permanent guard rail, do not form a basis for an exclusion when the changing table also includes other physical characteristics (e.g., drawers or doors) similar to other in-scope merchandise. Thus, the fact that an item can be used as a changing table, in addition to a dresser, does not necessitate a finding that it is outside the scope.

Further, as ASTM F-2388-4, at paragraph 3.1.1 states, “{c}hanging tables may convert from or to other items of furniture, such as, but not limited to a dresser, desk, hutch, bookshelf, or play yard.” Similarly, ASTM F-2388-4 also allows the use of a changing pad to convert any dresser top or flat surface into a infant (baby) changing table. Therefore, as ASTM F-2388-4 describes, it is possible for changing tables to serve many functions other than acting merely as a changing table, some of which are included within the scope of the Order.

Based on the above physical characteristics, we determine that the best way to distinguish a changing table from a dresser or other wooden bedroom furniture is to describe a changing table as having no drawers or doors, with the flat top surface surrounded by a permanent guard rail.

2. *Expectations of the Ultimate End Purchasers/Ultimate Use of the Product*

It is not disputed that the expectations of the ultimate end purchaser and an ultimate use of changing table is to provide an adult caregiver with a safe, convenient and practical piece of furniture to change an infant child’s diaper. We agree with parties that end purchasers also expect the changing table to provide a convenient and easily accessible place to store diapers, cloths, and other infant care items needed when changing the infant child’s diaper. We agree with Birchfield that expectations of a changing table and dresser or chest are different for the sole purpose of changing an infant child’s diaper. We disagree with Birchfield, however, that purchasers’ expectations regarding a changing table and dresser or chest do not share other similar expectations such as a place to store clothes. Furthermore, there is substantial evidence that products on the market which are sold as youth dressers or chests are also marketed as changing tables with the addition of a changing pad or other accessory. We agree with Petitioners’ analysis and find that, with respect to changing tables that include drawers or doors, the purchaser expects not only a place for an adult caregiver to change an infant child’s diaper, but also the additional function of a dresser after its use as a changing table is no longer necessary.

3. *Channels of Trade*

Changing tables are primarily marketed and sold through specialty stores or mass merchants rather than traditional furniture retailers. Parties, however, do recognize that some furniture retailers also market and sell changing tables and there is no indication that mass merchants do not also sell other in-scope merchandise. We disagree with Toys “R” Us that specialty stores do not sell other in-scope wooden bedroom furniture because these stores also sell infant/youth dressers, armoires or other similar in-scope furniture items. Because the Department does not find that an “infant” or “youth” classification or description alone is dispositive, the Department does not find that changing tables are outside the scope of the Order solely because the item is sold at a children’s specialty store.

4. *Manner of Advertising or Display*

Retailers market and display changing tables in a separate section from other bedroom furniture. Whether changing tables are advertised in the same manner as infant cribs or other age-appropriate items is irrelevant for the purpose of this scope inquiry. Other than stating that a retailer may market or display changing tables in a separate section from other bedroom furniture, parties have not provided any record evidence that distinguishes or describes how changing tables are advertised differently from other in-scope merchandise. Furthermore, record evidence also indicates that other infant/youth dressers, armoires or other similar in-scope furniture items are displayed with changing tables.


Recommendation

In analyzing factors set forth at 19 CFR 351.225(k)(2), the determination as to which analytical criteria are most appropriate in any given scope inquiry is made on a case-by-case basis after consideration of all evidence before the Department. In this case, we find that the physical characteristics, the expectations of the ultimate purchaser and ultimate use provide the most guidance in determining whether changing tables are within the scope of the Order. With regard to the physical characteristics, a changing table that meets ASTM F-2388-4 and has a safety barrier that surrounds the entire perimeter of the top of the table or a contoured changing pad that serves as safety barrier around the entire perimeter of the table does not alone provide distinguishing characteristics that separate it from other in-scope merchandise, such as a dresser, chest or other merchandise.

As discussed above, simply because the item can be used as a changing table does not necessitate a finding that it is outside the scope when the physical characteristics do not distinguish the item from in-scope merchandise. Similarly, expectations of the end user and ultimate use of changing tables with drawers and doors is also not distinguishable from a dresser and other in-scope merchandise because consumers have expectations of using the “changing table” as a dresser after it is no longer needed as a changing table. However, changing tables with no drawers or doors, and with the flat top surface surrounded by a permanent guard rail, are sufficiently distinguishable from dressers, chests and other wooden bedroom furniture by the physical characteristic and ultimate expectations and use of the changing table.

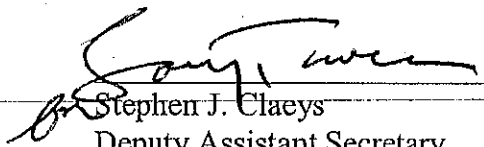
Because the criteria under 19 CFR 351.225(k)(1) are not dispositive with regard to infant (baby) changing tables, the Department determined that it was necessary to consider the five additional factors set forth at 19 CFR 351.225(k)(2). Based upon the above analysis, we recommend that the Department find infant (baby) changing tables with drawers or doors meet the description of merchandise within the scope of the Order. We also recommend the Department find infant

(baby) changing tables with no drawers or doors, and with the flat top surface surrounded by a permanent guard rail, do not meet the description of merchandise within the scope of the Order.



Agree

Disagree



Stephen J. Claeys
Deputy Assistant Secretary
for Import Administration

8/11/06

Date