UNITED STATES – ANTI-DUMPING MEASURES ON CERTAIN FROZEN WARMWATER SHRIMP FROM VIET NAM
(DS429)

OPENING STATEMENT OF THE UNITED STATES OF AMERICA AT THE SECOND SUBSTANTIVE MEETING OF THE PANEL

March 25, 2014

Mr. Chairman, members of the Panel:

1. The United States would like to thank once again the Panel, and the Secretariat assisting the Panel, for your on-going service in this dispute. In this opening statement, the United States would like to make a few observations on Vietnam's claims as to Section 129(c)(1) of the Uruguay Round Agreements Act ("URAA"), the treatment of multiple companies in Vietnam as a single Vietnam-government exporter/producer, the existence of zeroing as a measure, and company-specific revocation.

A. Vietnam Has Failed to Establish that Section 129(c)(1) is Inconsistent with the *Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade* ("AD Agreement")

2. Regarding section 129(c)(1) of the URAA, Vietnam has rewritten its legal theory on two occasions, submitting a total of three distinct approaches that purportedly demonstrate that section 129(c)(1) is inconsistent "as such" with various articles of the AD Agreement. None of these theories, however, establish that section 129(c)(1) constitutes a breach of any WTO obligation. Vietnam's inability to decide on a single theory during the course of this dispute illustrates the fundamental weakness of its claim.

3. Vietnam's first theory was that section 129(c)(1) "serves as an absolute legal bar" to the WTO-consistent liquidation of "prior unliquidated entries" – *i.e.*, subject merchandise that entered the United States prior to the date that the United States Trade Representative ("USTR") directs the U.S. Department of Commerce ("Commerce") to implement a section 129 determination.[1]

[1] Vietnam's First Written Submission, para. 213.

4. The United States rebutted this theory in its first written submission by showing that section 129(c)(1) does not preclude WTO-consistent liquidation of prior unliquidated entries and that through other mechanisms, including section 123 of the URAA and legislative action by Congress, the United States can implement DSB recommendations and rulings as to prior unliquidated entries.

5. Put another way, the United States provided further evidence that, as the panel found in *US – Section 129(c)(1)*, "section 129(c)(1) does not mandate or preclude any particular treatment of prior unliquidated entries or have the effect thereof;"[2] "only determinations made and implemented under section 129 are within the scope of section 129(c)(1);"[3] and that "section 129(c)(1) only addresses the application of section 129 determinations. It does not require or preclude any particular actions with respect to {other entries} in a separate segment of the same proceeding."[4]

6. In its opening statement at the first Panel meeting, Vietnam admitted that section 129(c)(1) does not amount to an "absolute legal bar." Nevertheless, Vietnam avers that the liquidation of prior unliquidated entries by the United States is merely "WTO-consistent action by coincidence."[5] Putting aside Vietnam's characterization of these facts, these so-called "coincidences" are fatal to Vietnam's assertion that section 129(c)(1) is an "absolute legal bar" and, consequently, its "as such" claim.

[2] *US – Section 129(c)(1)*, paras. 6.54-114.

[3] *US – Section 129(c)(1)*, paras. 6.53.

[4] *US – Section 129(c)(1)*, paras. 6.80.

[5] Vietnam's Opening Statement at the First Panel Meeting, para. 39.

7. Then, in its answers to the Panel's questions, Vietnam abandoned its initial theory and tried a second one. Vietnam claimed that "section 129 of the URAA is the immediate point of inquiry under U.S. law"[6] and that, consequently, the United States is obligated to implement all DSB recommendations and rulings exclusively through section 129.[7] That argument fails for the reason, subsequently acknowledged in Vietnam's second written submission, that "there is no requirement under the WTO for Members to have in place a pre-existing administrative mechanism for implementation, or even more specifically a comprehensive mechanism addressing all potential entries including 'prior unliquidated entries.'"[8]

8. Having twice proposed unpersuasive theories, Vietnam changed course yet again in its second written submission. Under its latest version, Vietnam contends that, while the United States is under no obligation to have a pre-existing mechanism like section 129 to implement DSB recommendations and rulings, because the United States enacted the statute, it must cover all possible permutations of implementation that involve prior administrative determinations by Commerce.[9] This new argument fares no better.

9. First, Vietnam's latest argument is built upon the faulty premise that, because the United States enacted section 129, this provision must cover all possible implementation permutations vis-à-vis prior administrative determinations by Commerce. Neither the AD Agreement (which Vietnam cites) nor the *Understanding on Rules and Procedures Governing the Settlement of Disputes* ("DSU") (which it does not) contains any such obligation.

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[6] Vietnam's Answers to Panel Questions, para. 69.

[7] Vietnam's Answers to Panel Questions, para. 77; *see also id.*, para. 69.

[8] Vietnam's Second Written Submission para. 80.

[9] Vietnam's Second Written Submission, paras. 80, 84.

10. Second, Vietnam continues to misunderstand U.S. law in relation to the implementation of WTO rulings. Under U.S. law, the U.S. Executive Branch is not required to use section 129 of the URAA to implement DSB recommendations and rulings. For example, USTR has the discretion not to (i) request that Commerce conduct a section 129 proceeding, and (ii) direct Commerce to implement a section 129 determination.[10] In other words, the United States has discretion not to use section 129 of the URAA.

11. Indeed, Vietnam itself agrees that the United States need not have a pre-existing administrative mechanism for the implementation of DSB recommendations and rulings. Accordingly, the fact that the United States has the discretion simply not to use the pre-existing administrative mechanism that Vietnam alleges is WTO-inconsistent means that Vietnam's "as such" claim fails.

12. In sum, section 129 is just one mechanism, among others, that may be used to implement DSB recommendations and rulings, and it addresses a certain class of entries – specifically, subject merchandise that entered the United States after the date that USTR directs Commerce to implement a section 129 determination, and entries are affected only if USTR directs Commerce to conduct and also implement a section 129 determination. The fact that it does not address all entries that could potentially be subject to DSB recommendations and rulings does not render that section, as such, inconsistent with the AD Agreement.

[10] Exhibit VN-31; 19 U.S.C. § 3538(b)(4).

B. The Treatment of Multiple Companies in Vietnam as a Single Vietnam-Government Exporter/Producer Is Not Inconsistent with the AD Agreement

1. Commerce's Decision to Treat Related Companies in the Covered Reviews as a Single Exporter or Producer for the Purpose of Determining a Dumping Margin Was Not Inconsistent with the AD Agreement, Including Articles 6.10 and 9.2

13. Commerce's decision to treat multiple companies in Vietnam as a single Vietnam-government exporter and producer is not inconsistent with Articles 6.10 and 9.2 of the AD Agreement.

14. The Working Party Report that accompanies Vietnam's Accession Protocol and the facts and evidence submitted or gathered during Commerce's 2002 inquiry of Vietnam's market economy status provide a basis for Commerce's presumption that Vietnam controls companies involved in the exportation and production of subject merchandise until demonstrated otherwise. For example, Vietnam acknowledged in the Working Party Report that its economy remained one in which

a. central planning remained predominant;

b. state-owned enterprises (SOEs) had not undergone full privatization (indeed, the Report indicates that an indefinite number of large and important SOEs would remain wholly or majority state-owned for an undefined time period); and

c. investment continued to be heavily regulated on a sector-specific basis.

15. Given these conditions, the Working Party Report reflects the concern among WTO Members that government influence in Vietnam may create special difficulties in determining cost and price comparability in the context of antidumping duty investigations, and that a strict

comparison with Vietnamese costs and prices might not always be appropriate. Paragraph 255 of the Report in particular stipulates that a dumping comparison using domestic costs and prices in Vietnam is not required for imports from Vietnam unless and until investigated producers "clearly" demonstrate that market economy conditions exist in the industry producing the like product.

16. The hallmark of all market economies, of course, is a price system that allocates resources on the basis of the individual and collective supply and demand decisions of independent economic actors as reflected in prices that mirror true resource availability. Market economy conditions thus give rise to market-based prices for inputs and outputs.

17. In a contrasting non-market-based price system, however, these underlying supply and demand decisions, and the attendant resource allocations, are made or fundamentally distorted by the government. In non-market economies, the government effectively controls resource allocations, and when the government controls resource allocations, it necessarily has the ability to control resource allocators, *i.e.*, firms.

18. The points that we have made so far about government control over resource allocation and allocators in non-market economies have not been challenged by Vietnam in this matter, nor have the Commerce findings that emanate from these points. Specifically, Vietnam does not challenge

a. the finding that its economy is subject to such a high level of government control that it qualifies as a non-market economy (or "NME");

b. the finding that Vietnam is in a position to exercise restraint or direction over entities located in Vietnam and can materially influence those entities decisions about the price or costs of products destined for consumption in Vietnam; and

c. Commerce's resulting decision to calculate normal value based on an NME methodology.

19. Given these findings, a firm basis existed for Commerce to have considered that Vietnam exercised restraint or direction over entities located in Vietnam generally, including with respect to the price or costs of the same or similar products destined for export to the United States.

20. Vietnam nonetheless continues to argue that the burden rests on the United States to demonstrate "whether the covered agreements provide a legal – not a factual – basis for the presumption of government control that is central to the NME-wide entity policy."[11]

21. Vietnam's contention is incorrect. In any antidumping proceeding, the administering authority must make a factual determination with respect to which entities are included within the meaning of an "exporter" for the purposes of determining "an individual margin" under Article 6.10. The United States has used a particular approach for making this factual determination.

22. In a WTO dispute settlement, the burden of proving that a measure is inconsistent with a covered agreement is on the complaining party. Thus the question before this Panel is whether Vietnam has met its burden and demonstrated that the approach used by the United States is inconsistent with the WTO Agreement. Vietnam has failed to point to any provision of the AD

[11] Vietnam's Answers to Panel Questions, para. 34 (emphasis original).

Agreement that required Commerce to have automatically assigned individual dumping margins to Vietnamese companies operating under the government's control. Vietnam thus has failed to meet its burden. As a consequence, the United States respectfully requests that the Panel reject Vietnam's claims regarding the treatment of multiple companies in Vietnam as a Vietnam-government entity.

23. That said, even though it was not necessary for the United States to do so, we have further demonstrated in our second written submission that it was not inconsistent with paragraph 255(a) of the Working Party Report, as well as Articles 6.10 and 9.2 of the AD Agreement, for Commerce to have presumed in this matter, consistent with past findings, that all companies were part of a Vietnam-government entity until a company demonstrated otherwise with respect to its export activities.

24. Paragraph 255(a) of the Working Party Report states that "an importing WTO Member shall use Vietnamese prices or costs for the industry under investigation in determining price comparability," but only where producers in Vietnam "can clearly show that market economy conditions prevail."[12] Where these producers do not make this showing, "[t]he importing WTO Member [in determining price comparability] may use a methodology that is not based on a strict comparison with domestic prices or costs in Viet Nam . . . ."[13]

25. "Price comparability" is a central tenet of every dumping analysis. It concerns and shapes all aspects of the dumping analysis under the AD Agreement and Article VI of the GATT

[12] Working Party Report, para. 255(a)(i) (Exhibit US-23).

[13] *Ibid*, para. 255(a)(ii) (Exhibit US-23).

1994, both with respect to the methodology used to derive normal value as well as the methodology used to derive export price and constructed export price.

26. The methodology that Commerce uses for determining price comparability with respect to "domestic prices or costs in Vietnam" routinely determines normal value using "factors of production." These factors are based on actual inputs consumed by a foreign entity to manufacture the exact product or model types sold to the United States. If a foreign entity manufactures these product or model types at more than one facility, it must report the factor use and output for each product or model type at each facility. Thus if Commerce cannot determine the actual inputs consumed by a foreign entity in the manufacture of a relevant product or model types, it cannot calculate normal value for purposes of price comparability.

27. Commerce, in its effort to ensure appropriate price comparability between normal value and export price, thus reasonably: (1) presumed for purposes of the antidumping proceedings involving shrimp from Vietnam that companies within Vietnam should initially be considered part of a Vietnam-government entity; and (2) required as a result that the Vietnam-government entity report all inputs consumed by those companies with respect to the manufacture of each product or model type sold to the U.S. market.

28. It was legally permissible under paragraph 255 of the Working Party Report for Commerce to presume that Vietnam is legally or operationally in a position to exercise restraint or direction over all companies located in Vietnam for purposes of the calculation of normal value. It thus also was legally permissible – and indeed the most logical next step for purposes of price comparability – for Commerce to presume that the same companies should, pending

contrary evidence, be considered part of the Vietnam-government entity for purposes of the calculation of export price.

29. Paragraph 255 of the Working Party Report states that the Agreements, including the AD Agreement, "shall apply in proceedings involving exports from Vietnam into a WTO Member consistent with the following" subparagraphs (a) through (d).[14] The plain language of paragraph 255 stipulates then that the AD Agreement, and thus Articles 6.10 and 9.2, must be read in a manner "consistent with" paragraph 255 and the exceptions provided therein when NME conditions prevail.

30. Therefore, contrary to Vietnam's argument, Vietnam's Accession Protocol and Working Party Report provide a basis – factual and legal – for Members to treat Vietnam differently in antidumping proceedings with respect to the determination of a NME-government entity margin. Commerce's determination in the covered reviews that a Vietnam-government entity existed and that certain companies, while legally separate, were in fact part of this entity for purposes of ensuring appropriate price comparability between the normal value and the export price, and the continued application to the entity of the rate in effect, thus were not inconsistent with Articles 6.10 and 9.2 of the AD Agreement.

2. The Rate Commerce Applied to the Vietnam-Government Entity Was Also Not Inconsistent with Articles 6.8 and 9.4 of the AD Agreement

31. Commerce's decision to assign the last available rate to the Vietnam-government entity during the covered reviews was not inconsistent with Articles 6.8 and 9.4 of the AD Agreement.

[14] *Ibid*, para. 255 (Exhibit US-23) (emphasis added).

32. No party that is part of the Vietnam-government entity requested that Commerce change the rate in effect for the entity during the fourth, fifth or sixth reviews. The companies subject to the Vietnam-government entity rate, by not doing so, thus expressed the view that the last available rate that Commerce had calculated for this entity, the "rate in effect" at the time, was adequate (indeed perhaps preferable) to the rate that might be calculated if Commerce were to conduct a review.

33. It is incorrect then to describe this rate as a "facts available" rate, as the panel report in DS404 mistakenly did, because it is not based on the interested party's refusal to give access to, or otherwise provide, necessary information during the fourth, fifth or sixth reviews.

34. It is also incorrect to describe this rate as an "all others" rate because it is not based on an average rate of independent exporters or producers that fully cooperated during the fourth, fifth or sixth reviews.

35. Rather, the "rate in effect" is simply the rate for a particular exporter that Commerce calculated in a previous time period consistent with the obligations of the AD Agreement based on information from that previous time period that no interested party has asked to be changed for the present review period.

36. The Ad note to GATT Article VI confirms that "a contracting party may require reasonable security (bond or cash deposit) for the payment of anti-dumping . . . duty pending final determination of the facts in any case of suspect dumping . . ."[15] The AD Agreement otherwise does not require Members to change the rate on which this security is based and assess a duty at a different rate absent a request by an interested party to do so. Therefore, because

[15] General Agreement on Tariffs and Trade (GATT) 1994, Ad Article VI: paras 2 and 3.

neither the Vietnam-government entity nor any constituent parts of the entity requested a change to the existing rate of the Vietnam-government entity, Commerce's decision to apply that rate in the fourth, fifth, and sixth administrative reviews was not inconsistent with Articles 6.8 and 9.4 of the AD Agreement.

C. Vietnam's Claim That the United States Maintains a Zeroing Measure That May in Turn Be Challenged Under the AD Agreement is Without Merit

37. As discussed during the first Panel meeting and in our written submissions, Commerce's so-called "zeroing" methodology does not exist and therefore also cannot be "as such" inconsistent. The United States thus cannot breach a covered agreement "as such" given that Commerce changed its approach for calculating dumping margins for investigations and for administrative reviews in response to the DSB's recommendations and rulings on this matter.

38. In addition, Vietnam's argument, based on its contention that Commerce's so-called "zeroing" methodology cannot be easily resurrected, has no merit. First, a non-existent measure cannot be included in a panel's terms of reference based on allegations that such non-existent measure might be adopted in the future. Rather, the measure must exist at the time the matter is referred to the DSB.

39. Second, Vietnam's argument is wrong as a factual matter. Commerce changed its approach for calculating dumping margins with respect to the so-called "zeroing" methodology in both investigations and administrative reviews under the procedures outlined under U.S. law (specifically, section 123(g) of the URAA), which required extensive consultations with appropriate congressional committees, relevant private sector advisory committees, and public comment regarding its modifications.

40. Commerce has subsequently issued numerous determinations in which it has offset dumping margins on dumped sales by the amount equal to the amount by which normal value is less than the export price on non-dumped sales. Commerce has even granted offsets for non-dumped transactions in the most recent administrative review of the antidumping duty order on shrimp from Vietnam.

41. Meanwhile, Vietnam has not provided a single example of an agency practice that was found to be WTO inconsistent and changed pursuant to section 123(g) that was subsequently "easily re-imposed." Indeed, Vietnam cannot provide the Panel with such an example because it has never happened.

42. Thus Vietnam's speculation that Commerce can easily re-impose an alleged U.S. zeroing measure is without merit and its claim that this alleged measure is "as such" inconsistent with the AD Agreement continues to remain without any factual basis.

D. Commerce's Sunset Review Determination is Not Inconsistent with Articles 11.3 of the AD Agreement

43. As the Panel considers Commerce's sunset determination, it is useful to recall that the determination as challenged by Vietnam relates only to the question of whether dumping, as opposed to material injury, is likely to continue or recur if the antidumping duty order on shrimp from Vietnam is revoked.

44. In the United States, the portion of the sunset review that concerns itself with the question whether revocation of an antidumping duty order will likely lead to the continuation or recurrence of the material injury associated with dumping is conducted by a separate investigating authority, the U.S. International Trade Commission (ITC). Vietnam has not

challenged in this dispute the ITC's finding that revocation of the antidumping duty order on shrimp from Vietnam would be likely to lead to continuation or recurrence of material injury to an industry in the United States within a reasonably foreseeable time.

45. Thus as long as there is sufficient support for Commerce's determination that dumping is likely to continue or recur if the antidumping duty order on shrimp from Vietnam is revoked, there is no basis for Vietnam's claim that Commerce's sunset determination was inconsistent with obligations under the AD Agreement.

46. And as shown in our written submissions, there is sufficient support for Commerce's sunset determination.

47. First, although the United States does not dispute that a number of the dumping margins derived in the original investigation and in the first four administrative reviews were calculated using the so-called "zeroing" methodology, not all of the dumping margins were calculated using this methodology.

48. For example, in the investigation, Commerce found that the Vietnam government entity, which included a company selected for individual examination, failed to cooperate and accordingly determined a margin for the entity of 25.76 percent based on facts available. Commerce based this finding on the lowest calculated rate from the petition, a rate that did not involve the so-called "zeroing" methodology.

49. In the first administrative review, two companies selected for individual examination failed to respond to Commerce's request for information. Commerce subsequently assigned these two companies, as part of the Vietnam-government entity, the rate of 25.76 percent, which

again did not involve any use of the so-called "zeroing" methodology. Commerce also again found that the Vietnam government entity failed to cooperate in the second review and applied a rate of 25.76 percent as facts available. Commerce continued to apply this rate, or the rate in effect, for the Vietnam government entity in the third and fourth administrative reviews. The rate in effect, again, did not involve use of the so-called "zeroing" methodology.

50. Finally, the application of an average of calculated rates to separate rate companies not selected for individual examination in the second and third administrative reviews did not involve the use of the so-called "zeroing" methodology.

51. Commerce also properly relied on evidence of declining volumes to substantiate its likelihood determination. Using public U.S. import data for the five-year sunset period, Commerce found that import volumes fell from 56.3 million kilograms in the year preceding the investigation (2003) to 42.1, 35.9, 37.9, 46.7, and 40.1 million kilograms in 2005-2009, respectively. This decline suggested to Commerce that the exporters under the discipline of the antidumping duty order were unable to sustain pre-investigation import levels without dumping.

52. None of Vietnam's arguments before the Panel overcome, much less address, the fact that some level of dumping has persisted throughout the order's duration and that the volume of imports did, in fact, decline. Therefore, irrespective of Commerce's consideration of dumping margins that Vietnam alleges are WTO-inconsistent, the facts support Commerce's conclusion that revocation of the antidumping duty order would likely lead to continuation or recurrence of dumping.

53. Accordingly, even if the Panel were to find that certain dumping margins considered by Commerce were WTO inconsistent, the Panel can still consider and find that the sunset

determination is not inconsistent with Article 11.3 based on the remaining WTO consistent factors examined by Commerce.

E. Company-Specific Revocation is Not an Obligation Under Article 11.2 of the AD Agreement

54. Regarding Vietnam's arguments under Article 11.2 of the AD Agreement, the United States agrees with Vietnam's acknowledgement that, to prevail on its claim, the Panel must find that Article 11.2 obligates Members to revoke an antidumping duty order on a company-specific basis.[16]

55. However, Article 11.2 contains no such obligation. As discussed by the United States in its second written submission and elsewhere,[17] Vietnam's assertion that Article 11.2 imposes an obligation to revoke antidumping duty orders on a company-specific basis is without any foundation in the plain meaning of Article 11.2. As the Appellate Body found in *US – Corrosion-Resistant Steel Sunset Review*, with respect to the same relevant language in Article 11.3, "the duty" is imposed on a product-specific basis, not a company-specific basis.[18]

56. Moreover, Vietnam's attempt to offer different interpretations of "the duty" in Articles 11.2 and 11.3 would create an absurd result – specifically the fact that if company-specific reviews are requested by an interested party and conducted at least once every five years under Article 11.2, Members would be under no obligation to terminate "the duty" or conduct a sunset review under Article 11.3, and "the duty" could continue indefinitely. Such an interpretation is

[16] Vietnam's Second Written Submission, para. 131.

[17] *See e.g.,* U.S. Second Written Submission, paras. 8-22.

[18] *US – Corrosion-Resistant Steel Sunset Review (AB)*, para. 150 ("Article 11.3 does not require investigating authorities to make their likelihood determination on a company-specific basis").

at odds with Article 11.1 of the AD Agreement, which provides that an antidumping duty remains in place only as long as necessary to counteract injurious dumping.

57. In addition to the fact that Article 11.2 does not provide for company-specific revocation, Vietnam's claim fails because Commerce's practice of revocation based in part on three years of no dumping "operates in favour of foreign producers and exporters"[19] and, therefore, cannot serve as a basis for a breach of Article 11.2 of the AD Agreement by the United States.[20]

58. Vietnam attempts to sidestep this argument and, consequently, the reasoning in the panel reports in both *US – Anti-Dumping Measures on Oil Country Tubular Goods* and *US – DRAMs*, by asserting that "[r]egarding the issue of whether the three year period without dumping provided as the basis for considering revocation under U.S. law is relevant in a WTO proceeding, this issue is not before the Panel."[21] In other words, according to Vietnam, this issue is not before the Panel because Vietnam has assumed "that the U.S. three year period is consistent with its WTO obligations."[22]

59. Vietnam's assumption is misplaced. Simply put, as recognized by the panel in *US – Anti-Dumping Measures on Oil Country Tubular Goods*, Commerce's three-year period goes "beyond what is required by Article 11.2."[23]

[19] *US – Anti-Dumping Measures on Oil Country Tubular Goods (Panel)*, para. 7.166.

[20] *Ibid*, para. 7.174.

[21] Vietnam's Second Written Submission, para. 136.

[22] *Ibid*, para. 136.

[23] *US – Anti-Dumping Measures on Oil Country Tubular Goods (Panel)*, para. 7.174.

60. In particular, the panel in *US – Anti-Dumping Measures on Oil Country Tubular Goods* found that Commerce's decision not to revoke the antidumping duty order for two exporters under the three-year period standard was not WTO-inconsistent (notwithstanding the use of margins calculated based on the use of the so-called "zeroing" methodology) due, in part, to the ability of an interested party to seek a changed circumstances review.[24]

61. Likewise, the panel in *US – DRAMs* found that Commerce's use of a certification requirement under the three-year period standard was not WTO-inconsistent due to the ability of an interested party to seek a changed circumstances review.[25]

62. In sum the fact that the United States considered certain company-specific revocation requests went beyond what was required of it under Article 11.2 of the AD Agreement rather than being somehow contrary to it. Similarly, the fact that the United States would grant revocation based in part on the absence of dumping for three years also went beyond what was required of it under Article 11.2. And because neither company-specific revocation nor revocation based on the absence of dumping for three years are WTO obligations, Vietnam's claim must fail.

F. Conclusion

63. Mr. Chairman, members of the Panel, this concludes our opening statement. We thank you again for your attention to this matter and look forward to addressing any additional questions that you might have.

[24] *US – Anti-Dumping Measures on Oil Country Tubular Goods (Panel)*, paras. 7.153, 7.166.

[25] *US – DRAMs*, para. 6.53.