

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

CERTAIN FOOTWEAR PRODUCTS

Inv. No. 337-TA-936

**ORDER NO. 91: INITIAL DETERMINATION GRANTING MOTION TO  
TERMINATE THE INVESTIGATION FOR GOOD CAUSE AS TO  
RESPONDENT EDAMAME KIDS, INC. WITHOUT PREJUDICE**

(April 17, 2015)

On April 3, 2015, Complainant Converse Inc. (“Converse”) filed a motion (936-084) to terminate the Investigation as to Respondent Edamame Kids, Inc. (“Edamame”) for good cause and without prejudice. On April 14, 2015, Converse filed a supplement to its motion “to affirmatively state that there are no agreements, written or oral, express or implied between [] Converse and Edamame Kids concerning the subject matter of the Investigation.” (Supp. Mot. at 1.) On April 15, 2015, the Commission Investigative Staff (“Staff”) filed a response in support of the motion. No other responses were received.

Converse seeks to terminate the Investigation as to Edamame based on good cause pursuant to Commission Rule 210.21(a)(1). Converse explains that both it and the Commission have been unable to serve Edamame with the Complaint, discovery, and other materials in the Investigation. (Mem. at 1.) Based on the information available, Converse believes that Edamame has closed, although it asserts that some evidence indicates that Edamame may be affiliated with former Respondent Mamiye Imports d/b/a Lilly of New York.<sup>1</sup> (*Id.* at 3-5.)

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<sup>1</sup> On April 10, 2015, the undersigned issued an Initial Determination recommending that a joint motion to terminate Mamiye Imports based on settlement agreement and consent order be granted. (Order No. 86 (Apr. 10, 2015).)

Converse argues that its inability to proceed with the Investigation as to Edamame justifies Edamame's termination for good cause. (*Id.* at 5-6.) In support, Converse notes that the Commission has terminated respondents for similar reasons in other investigations. (*Id.* at 6) (citing *Certain Protective Cases & Components Thereof*, Inv. No. 337-TA-780, Order No. 23, at 2 (Dec. 23, 2011) ("*Protective Cases*").) Converse further explains that termination for good cause "is the most appropriate and least prejudicial way to resolve [Edamame's] involvement in this Investigation." Converse explains that it cannot seek an entry of default because Edamame has not been served with the Complaint. (*Id.* at 7-8.) Converse further asserts that withdrawal of its Complaint as to Edamame would be inappropriate because Edamame's "accused products, identified in the Complaint and offered for sale on various websites, are still at issue in this Investigation and fall within the scope of Converse's requested general exclusion order." (*Id.* at 8.) Finally, Converse explains that termination is in the public interest as it will streamline the Investigation and preserve the resources of the Commission and the parties. (*Id.* at 9-10.)

Staff supports the motion and believes it complies with the requirements set forth in 19 C.F.R. § 210.21. (Staff Resp. at 1.) Staff agrees that "termination under the default provisions of Commission Rule 210.16 would . . . be improper." (*Id.* at 2.) Staff also agrees that termination under Commission Rule 210.21(a)(1) for good cause is appropriate in these circumstances. (*Id.*) Finally, Staff agrees that public policy supports termination. (*Id.*)

Commission Rule 210.21(a) provides that a party may move to terminate an investigation for good cause. 19 C.F.R. § 210.21(a). As Converse and Staff correctly note, there is precedence for terminating an investigation for "good cause" when Complainant and the Commission are unable to serve a respondent. *Protective Cases* at 2. As noted in *Protective Cases*, failing to terminate an investigation in these circumstances would leave the respondents

“hanging in limbo.” (*Id.*) Termination of Edamame is in the public interest so that the Investigation can proceed to a speedy conclusion and to conserve public and private resources. (*Id.*)

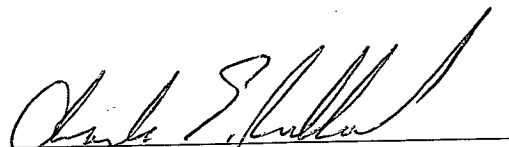
Accordingly, for good cause shown, it is the undersigned’s Initial Determination that the motion (936-084) to terminate this Investigation with respect to Edamame be granted.

This Initial Determination, along with supporting documentation, is hereby certified to the Commission. Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues, herein.

Within seven days of the date of this document, each party shall submit to the Office of the Administrative Law Judges a statement as to whether or not it seeks to have any portion of this document deleted from the public version. The parties’ submissions may be made by facsimile and/or hard copy by the aforementioned date.

Any party seeking to have any portion of this document deleted from the public version thereof must submit to this office a copy of this document with red brackets indicating any portion asserted to contain confidential business information. The parties’ submissions concerning the public version of this document need not be filed with the Commission Secretary.

**SO ORDERED.**

  
Charles E. Bullock  
Chief Administrative Law Judge

**PUBLIC CERTIFICATE OF SERVICE**

I, Lisa R. Barton, hereby certify that the attached **PUBLIC VERSION ORDER NO. 91** has been served by hand upon the Commission Investigative Attorney, Sarah J. Sladic, Esq., and the following parties as indicated, on **May 4, 2015**.



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

**On Behalf of Complainant Converse Inc.:**

V. James Adduci, II, Esq.  
**ADDUCI, MASTRIANI & SCHAUMBERG, LLP**  
1133 Connecticut Avenue, N.W., 12<sup>th</sup> Floor  
Washington, DC 20036

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent Fortune Dynamic, Inc.:**

Gary J. Rinkerman, Esq.  
**DRINKER BIDDLE & REATH LLP**  
1500 K Street, N.W. Suite 1100  
Washington, DC 20005

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent Wal-Mart Stores, Inc.:**

Mareesa A. Frederick, Esq.  
**FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER LLP**  
901 New York Avenue, NW  
Washington, DC 20001

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent KMART Corporation:**

Catherine Kuersten  
**MORGAN, LEWIS & BOCKIUS LLP**  
1111 Pennsylvania Ave., NW  
Washington, DC 20004

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

Certificate of Service – Page 2

**On Behalf of Respondent Skechers U.S.A., Inc.:**

Barbara A. Murphy, Esq.  
**FOSTER, MURPHY, ALTMAN & NICKEL, PC**  
1899 L Street, NW, Suite 1150  
Washington, DC 20036

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent Iconix Brand Group Inc. d/b/a Ed Hardy:**

Kieran G. Doyle, Esq.  
**COWAN, LIEBOWITZ & LATMAN, P.C.**  
1133 Avenue of the Americas  
New York, NY 10036-6799

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent Highline United LLC d/b/a Ash Footwear USA:**

Gerard P. Norton, Esq.  
**FOX ROTHSCHILD LLP**  
Princeton Pike Corporate Center  
997 Lennox Drive, Building 3  
Lawrenceville, NJ 08648-2311

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent Esquire Footwear, LLC:**

Darren Oved, Esq.  
**OVED & OVED LLP**  
401 Greenwich Street  
New York, NY 10013

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondents Mamiye Imports LLC d/b/a Lilly of New York and Shoe Shox c/o zulily, Inc.:**

Bruce R. Ewing, Esq.  
**DORSEY & WHITNEY LLP**  
51 West 52<sup>nd</sup> Street  
New York, NY 10019-6119

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

Certificate of Service – Page 3

**On Behalf of Respondent A-List, Inc., d/b/a Kitson :**

Gregory S. Cordrey, Esq.  
**JEFFER MAGELS BUTLER & MITCHELL LLP**  
3 Park Plaza, Suite 1100  
Irvine, CA 92614

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent Cmerit USA, Inc., d/b/a Gotta Flurt.:**

Hubert H. Kuo  
**ARDENT LAW GROUP, PC**  
2600 Michelson Dr., Suite 1700  
Irvine, CA 92612

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**On Behalf of Respondent New Balance Athletic Shoe, Inc.**

Thomas Fusco  
**FISH & RICHARDSON, P.C.**  
1425 K Street, NW, 11<sup>th</sup> Floor  
Washington, DC 20005

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

**Respondents:**

Zhejinag Ou hai International Trade Co. Ltd.:  
Building B  
Jinzhou Building  
Wenzhou Avenue, Wenzhou  
Zhejiang Province  
China 325000

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

Wenzhou Cereals Oils & Foodstuffs Foreign Trade Co., Ltd.:  
224<sup>th</sup> Floor  
International Trade Centre  
236 Liming West Road, Wenzhou  
Zhejiang Province  
China 325003

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_

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Edamame Kids, Inc.  
1911-34 Avenue SW  
Calgary, Alberta  
T2T 2C2 Canada

- Via Hand Delivery
- Via Express Delivery
- Via First Class Mail
- Other: \_\_\_\_\_