

PUBLIC VERSION

**UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.**

**In the Matter of
CERTAIN PHOTOVOLTAIC TRUNK
BUS CABLE ASSEMBLIES AND
COMPONENTS THEREOF**

Investigation No. 337-TA-1438

COMMISSION OPINION

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I. INTRODUCTION

On May 1, 2026, the Commission determined to review in part the final initial determination (“FID”) issued by the presiding administrative law judge (“ALJ”) on February 6, 2026, finding that the Voltage¹ respondents violated section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337 (“section 337”), with respect to asserted claims 1, 8, 12, and 20 of U.S. Patent No. 12,015,375 (“the ’375 patent”) and claims 1, 10, and 12 of U.S. Patent No. 12,015,376 (“the ’376 patent”) (collectively, the “Asserted Patents”). 91 Fed. Reg. 24605-07 (May 6, 2026). Specifically, the Commission determined to review the FID’s finding that complainant Shoals² has satisfied the economic prong of the domestic industry (“DI”) requirement. *Id.* at 24606.³

On review, the Commission has determined to affirm, with modified reasoning, the FID’s finding that Shoals has satisfied the economic prong of the DI requirement, and, thus, that Voltage has violated section 337 as to both Asserted Patents. The Commission has also determined that: (1) the appropriate remedy is a limited exclusion order (“LEO”) directed against Voltage’s infringing products; (2) the public interest does not preclude that remedy; and (3) the bond during the period of Presidential review is set at one hundred percent (100%) of the entered value of the infringing articles. This opinion sets forth the Commission’s reasoning in support of these determinations.

¹ “Voltage” refers collectively to Voltage, LLC of Chapel Hill, North Carolina and Ningbo Voltage Smart Production Co. of Ningbo, China.

² “Shoals” refers to Shoals Technologies Group, LLC of Portland, Tennessee.

³ The Commission determined not to review the remaining findings in the FID. *Id.*

II. BACKGROUND

A. Procedural History

On February 18, 2025, the Commission instituted this investigation based on a complaint filed by Shoals on January 24, 2025, as supplemented,⁴ to determine:

whether there is a violation of subsection (a)(1)(B) of section 337 in the importation into the United States, the sale for importation, or the sale within the United States after importation of certain products identified in paragraph (2) by reason of infringement of one or more of claims 1-12 and 15-24 of the '375 patent and claims 1-6, 8-10, 12-16, 19, and 20 of the '376 patent, and whether an industry in the United States exists as required by subsection (a)(2) of section 337.

90 Fed. Reg. 9730-31 (Feb. 18, 2025). The notice of investigation ("NOI") names the Voltage entities as respondents. *Id.* The Office of Unfair Import Investigations is not a party to this investigation. *Id.*

Pursuant to Commission Rule 210.10(b)(1), the NOI includes the following plain language description of the accused products, which defines the scope of this investigation: "photovoltaic trunk bus cable assemblies for connecting solar panel arrays to an inverter, which cable assemblies are called lead assemblies or trunk buses, and which may also include one or more drop lines that are coupled to a feeder cable within said lead assemblies or trunk buses." *Id.*; see 19 C.F.R. § 210.10(b)(1).

⁴ Shoals submitted two letters supplementing the complaint. See EDIS Doc. IDs 841783 (Jan. 24, 2025) (amending text in the complaint regarding the plain language description of the accused products); 841780 (Jan. 24, 2025) (providing a public version of Appendix E to the complaint).

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The parties submitted opening claim constructive briefs on May 7, 2025,⁵ and responsive briefs on May 20, 2025.⁶ In early June 2025, the parties submitted supplemental claim construction briefs following the May 29, 2025 deposition of Shoals' technical expert, Dr. James Glancy, who submitted declarations attached to Shoals' opening and responsive briefs.⁷ *See* Order No. 10 (June 4, 2025) (granting leave for supplemental briefing). The presiding ALJ held a *Markman* hearing on June 11, 2025, and issued a *Markman* order on July 23, 2025. Order No. 20 (July 23, 2025).

On August 19, 2025, the Commission affirmed an initial determination granting summary determination that Voltage has failed to show that the Asserted Patents are unenforceable based on inequitable conduct under a theory of but-for materiality. Order No. 19 (July 21, 2025), *unreviewed by* Comm'n Notice (Aug. 19, 2025). In that same order, the ALJ denied summary determination on Voltage's other unenforceability allegations based on inequitable conduct (under a theory of egregious misconduct) and based on unclean hands, finding that genuine issues of material fact exist as to those allegations. *Id.*

On September 18, 2025, the Commission terminated the investigation as to the following asserted claims based on withdrawal of the complaint: (i) claims 2-4, 6, 7, 9, 11, 15-19, and 21-24 of the '375 patent; and (ii) claims 2-6, 9, 13-16, and 18-20 of the '376 patent. Order No. 29 (Aug. 26, 2025), *unreviewed by* Comm'n Notice (Sept. 18, 2025).

⁵ Complainant Shoals Technologies Group, LLC's Opening Claim Construction Brief (May 7, 2025); Voltage Respondents' Opening Claim Construction Brief (May 7, 2025).

⁶ Complainant Shoals Technologies Group, LLC's Responsive Claim Construction Brief (May 20, 2025); Respondents' Responsive Claim Construction Brief (May 20, 2025).

⁷ Respondents' Supplemental Claim Construction Brief (June 4, 2025); Complainant Shoals Technologies Group, LLC's Supplemental Claim Construction Brief (June 9, 2025).

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The following claims remained at issue in this investigation with respect to infringement and the DI requirement at the time of the FID:

Asserted Patent	Remaining Asserted Claims	
	Infringement	DI
'375 patent	1, 8, 12, and 20	1, 12, and 14
'376 patent	1, 10, and 12	1 and 10–12

FID at 2 (citing CIPHB at 53, 95, 111, 127).

The ALJ held an evidentiary hearing from August 20-26, 2025. *See* Tr. 1-1457. The parties submitted initial post-hearing briefs on September 5, 2025,⁸ and responsive post-hearing briefs on September 12, 2025.⁹

On February 6, 2026, the ALJ issued a combined FID and recommended determination (“RD”) on remedy and bonding. The FID finds violations of section 337 with respect to the remaining asserted claims 1, 8, 12, and 20 of the ’375 patent and claims 1, 10, and 12 of the ’376 patent. *Id.* at 208-209. Specifically, the FID finds that: (i) Shoals has standing to assert both Asserted Patents; (ii) Voltage’s accused products literally practice the asserted claims listed above and, thus, Voltage directly infringes those claims; (iii) Voltage both induced and contributed to the infringement of each of the asserted claims listed above; (iv) none of the remaining asserted claims is invalid; (v) Voltage has failed to show that the Asserted Patents are unenforceable due to unclean hands; and (vi) Shoals has satisfied the technical and economic

⁸ Complainant Shoals Technologies Group, LLC’s Initial Post-Hearing Brief (Sept. 5, 2025) (“CIPHB”); Respondents’ Initial Post-Hearing Brief (Sept. 5, 2025).

⁹ Complainant Shoals Technologies Group, LLC’s Responsive Post-Hearing Brief (Sept. 12, 2025) (“CRPHB”); Respondents’ Responsive Post-Hearing Brief (Sept. 12, 2025) (“RRPHB”).

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prongs of the DI requirement as to both Asserted Patents. *Id.* at 39-87, 208-209. The FID also finds that, as to the six alternative designs (“ADs”) of the accused LYNX product submitted by Voltage for adjudication in this investigation (the “1438 ADs”), (i) the Spiral, Taper, and Taper-30 ADs each literally practice at least one remaining asserted claim of each Asserted Patent,¹⁰ and (ii) the P-weld, D-weld, and Bolt ADs do not practice any of the remaining asserted claims. *Id.* at 109-113.

The RD recommends that, if the Commission determines that a violation of section 337 has occurred, the Commission should: (i) issue an LEO against Voltage’s infringing products; (ii) not issue cease and desist orders (“CDOs”) against the Voltage respondents; and (iii) impose a one hundred percent (100%) bond for importations of infringing products during the period of Presidential review. *Id.* at 209-220.¹¹

On February 20, 2026, Voltage filed a petition seeking review of certain findings in the FID concerning (i) claim construction and infringement of the Asserted Patents, and (ii) Voltage’s allegations that the Asserted Patents are unenforceable based on unclean hands.¹² That same day, Shoals filed a petition seeking review of the FID’s adjudicability findings

¹⁰ Specifically, the FID finds that the Taper and Taper-30 ADs literally practice all the remaining asserted claims of the Asserted Patents, but the Spiral AD literally practices only claim 20 (but not claims 1, 8, and 12) of the ’375 patent and each of claims 1, 10, and 12 of the ’376 patent. *Id.* at 109-113.

¹¹ The Commission did not direct the presiding ALJ to take public interest evidence or provide findings and recommendations concerning the public interest (*see* 90 Fed. Reg. at 9730), and the RD does not address the public interest (*see* RD at 209-220).

¹² Respondents’ Petition for Commission Review of the Final Initial Determination (Feb. 20, 2026) (“RPet.”).

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concerning the 1438 ADs found non-infringing (*i.e.*, the P-weld, D-weld, and Bolt ADs).¹³ On March 2, 2026, Shoals and Voltage each filed a response opposing the other's petition.¹⁴

On March 9, 2026, Shoals filed a submission on the public interest pursuant to Commission Rule 210.50(a)(4) (19 C.F.R. § 210.50(a)(4)).¹⁵ The Commission did not receive a submission from Voltage. The Commission received three public interest submissions in response to the Commission's *Federal Register* notice. *See* 91 Fed. Reg. 6662-63 (Feb. 12, 2026).¹⁶

On April 15, 2026, Voltage filed a motion pursuant to Commission Rules 210.15(a)(2) and 210.38(a) (19 C.F.R. 210.15(a)(2) and 210.38(a)), asking the Commission to reopen the record to admit as evidence four documents purportedly relating to its unclean hands defense. On April 27, 2026, Shoals filed a response opposing Voltage's motion.

On May 1, 2026, the Commission determined to review in part the FID with respect to the FID's finding that Shoals has satisfied the economic prong of the DI requirement as to the Asserted Patents. 91 Fed. Reg. at 24606. The Commission determined not to review, and thus adopted, the remaining findings in the FID. *Id.* The Commission also determined to deny Voltage's motion to reopen the record. *Id.*

¹³ Complainant Shoals Technologies Group, LLC's Petition for Review (Feb. 20, 2026) ("CPet."). Shoals' petition includes arguments that the ALJ incorrectly recommended (i) not to issue CDOs and (ii) that the LEO should include the Commission's standard certification provision, as discussed *infra* at Section VI.A. CPet. at 20-25.

¹⁴ Complainant Shoals Technologies Group, LLC's Response to Respondents' Petition for Commission Review (Mar. 2, 2026); Respondents' Response to Complainant's Petition for Commission Review of the Final Initial Determination (Mar. 2, 2026).

¹⁵ Complainant Shoals Technologies Group, LLC's Statement of Public Interest (Mar. 9, 2026).

¹⁶ *See* EDIS Doc. IDs 874540 (Senators Marsha Blackburn and Bill Hagerty); 876075 (Representative John Rose); 874886 (Tennessee Chamber of Commerce and Industry).

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The Commission’s notice requested written submissions from the parties, interested government agencies, and any other interested persons on the issues of remedy, the public interest, and bonding. *Id.* at 24607. Shoals and Voltage each timely filed an initial written submission on May 15, 2026,¹⁷ and filed a reply submission on May 22, 2026.¹⁸ On May 19, 2026, then-Chair Karpel granted a request by third-party American Wire Group (“AWG”) to file a written submission out of time on May 18, 2026.¹⁹

On June 9, 2026, Voltage filed a motion pursuant to Commission Rule 210.15(a)(2) (19 C.F.R. 210.15(a)(2)), asking the Commission to take judicial notice of a memorandum opinion recently issued in the parties’ parallel district court litigation, *Shoals Techs. Group, LLC v. Voltage, LLC and Ningbo Voltage Smart Production Co.*, Civ. No. 1:25-cv-00026 (M.D.N.C.). Shoals did not file a response to Voltage’s motion.

B. Overview of the Technology

The technology at issue relates to the electrical balance of systems (“EBOS”) in utility-scale solar energy installations. More particularly, the technology concerns the wiring infrastructure between solar panels, which generate direct current, and an inverter, which converts the direct current into alternative current for delivery to the electrical grid.

¹⁷ Complainant Shoals Technologies Group, LLC’s Written Submission on Remedy, the Public Interest, and Bonding (May 15, 2026) (“CIBr.”); Respondents’ Response to the Commission’s Notice and Request for Written Submissions (May 15, 2026) (“RIBr.”).

¹⁸ Complainant Shoals Technologies Group, LLC’s Reply Submission on Remedy, the Public Interest, and Bonding (May 22, 2026) (“CRBr.”); Respondents’ Reply to Complainant’s Written Submission on Remedy, the Public Interest, and Bonding (May 22, 2026) (“RRBr.”).

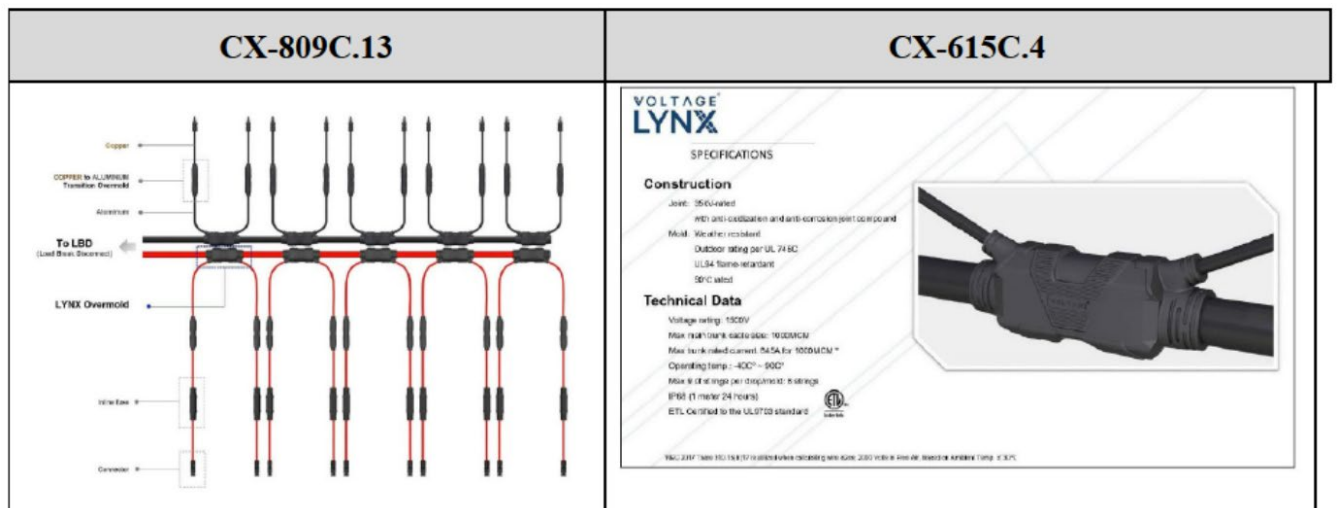
¹⁹ See EDIS Doc. IDs 882480 (AWG’s Comment in Support of Exclusion Order and Request for Leave to File Out of Time) (May 18, 2026); 882594 (Commission Letter Granting Leave) (May 19, 2026).

C. Products at Issue

1. Voltage's Accused Products (LYNX and the 1365 ADs)

The Commission adopted the FID's finding that Shoals has demonstrated that Voltage's accused LYNX trunk bus product and 1365 ADs²⁰ practice claims 1, 8, 12, and 20 of the '375 patent and claims 1, 10, and 12 of the '376 patent. FID at 11, 38-87; 91 Fed. Reg. at 24606.

The accused LYNX collects energy harnessed from rows of solar panels and delivers it to an inverter, without the need for an intermediary combiner box. *See* FID at 11-12. More specifically, energy flows from the solar panels along drop lines (or strings) that connect to a trunk cable at the "LYNX joint," shown below:



Id. at 12 (reproducing CX-809C.13 and CX-615C.4).

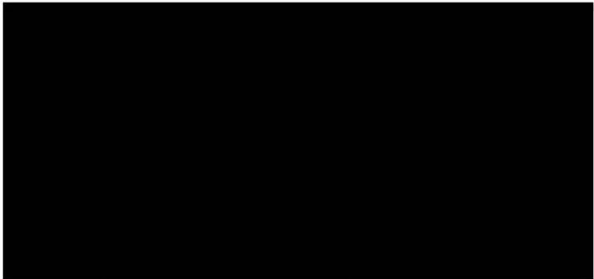
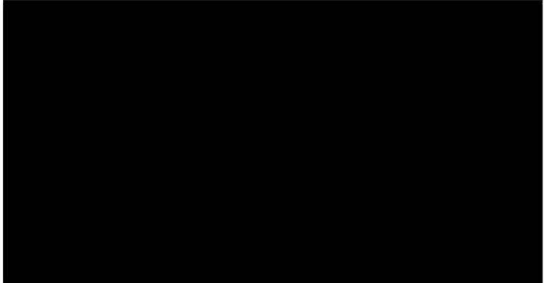
A LYNX joint includes a black outer mold, which surrounds a white inner mold, which surrounds the junction region where the drop line cables contact the trunk cable:

²⁰ The "1365 ADs" refers to the two alternative designs of the original LYNX product submitted by Voltage in the parties' previous investigation no. 337-TA-1365 (involving patents related to the Asserted Patents at issue here) and adjudicated in that investigation as non-infringing.

Outer Mold (black)	Inner Mold (white)	LYNX Cross-section
		
CX-520C	CX-520C	CX-617C

Id. at 13 (reproducing CX-520C and CX-617C).

The two accused 1365 ADs have different inner molds from the LYNX. *Id.* The inner mold of one 1365 AD is solid (below, left), whereas a gap separates the other 1365 AD's right and left segments (below, right).

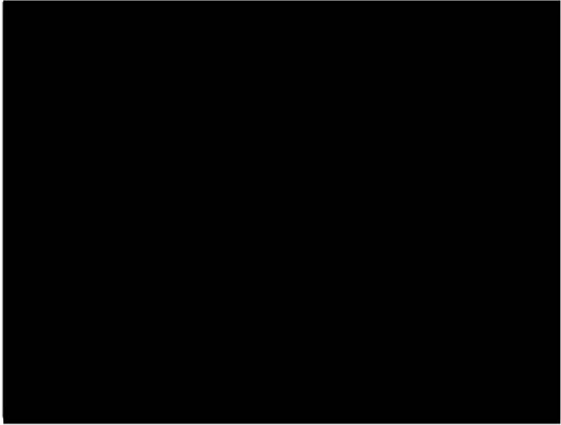
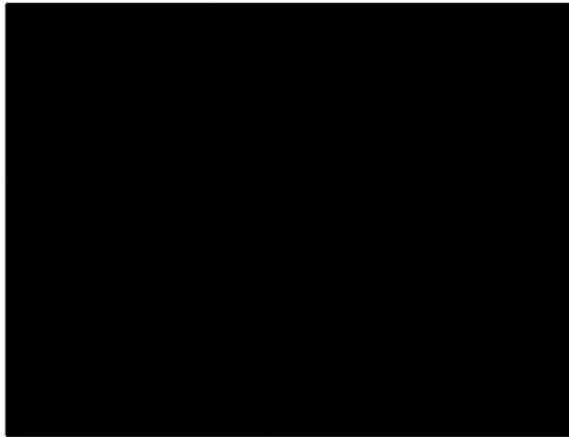
1365 AD—Solid inner mold	1365 AD—Segmented inner mold
	
CX-688C.14	CX-688C.14

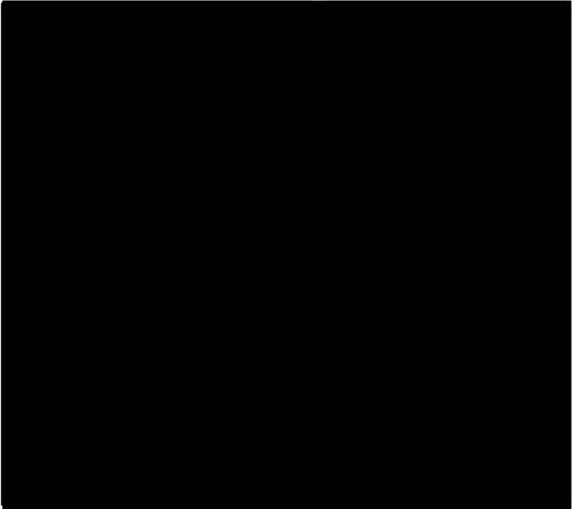
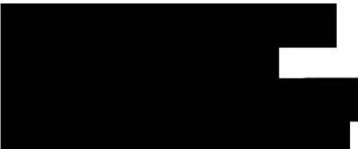
Id. (reproducing CX-688C.14).

2. Voltage's New Alternative Designs of the LYNX (the 1438 ADs)

The Commission adopted (i) the FID's finding that the six alternative designs of the LYNX that Voltage submitted in this investigation (the 1438 ADs), each of which modifies the electrical junction between the drop lines and the feeder cable in the LYNX, are properly adjudicable for infringement and (ii) the FID's findings on infringement with respect to those designs. *Id.* at 89-113; 91 Fed. Reg. at 24606. The electrical junctions of the three 1438 ADs

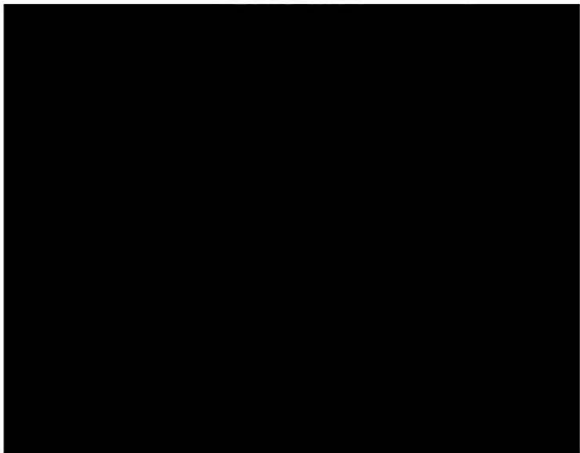
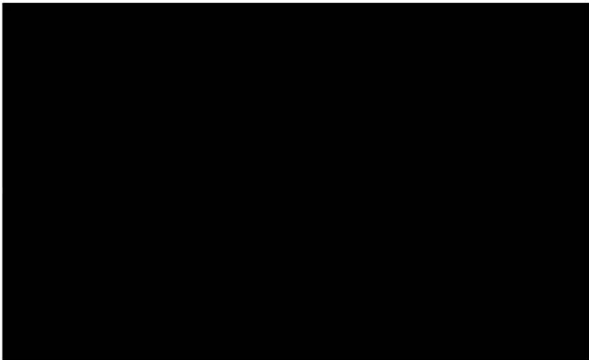
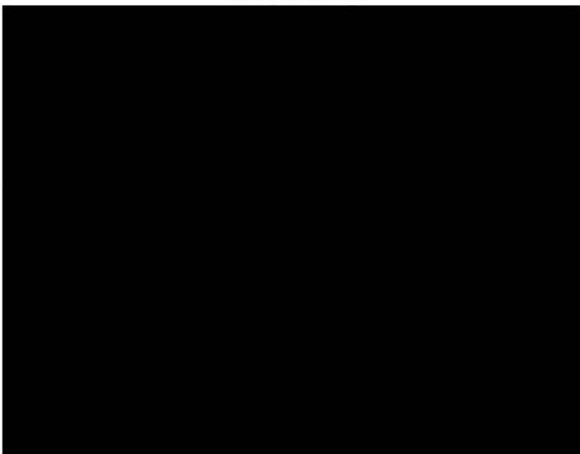
found non-infringing of any asserted claims of the Asserted Patents (FID at 109)—the P-weld, the D-weld, and the Bolt—are summarized below:

1438 AD	Image	Description
P-weld	RX-1079C 	 Tr. (Ge) at 1047:14-23.
D-weld	RX-1050C 	 Tr. (Ge) at 1047:14-23.

Bolt	RX-995C 	 Tr. (Ge) at 1047:24-1048:9.
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Id. at 91.

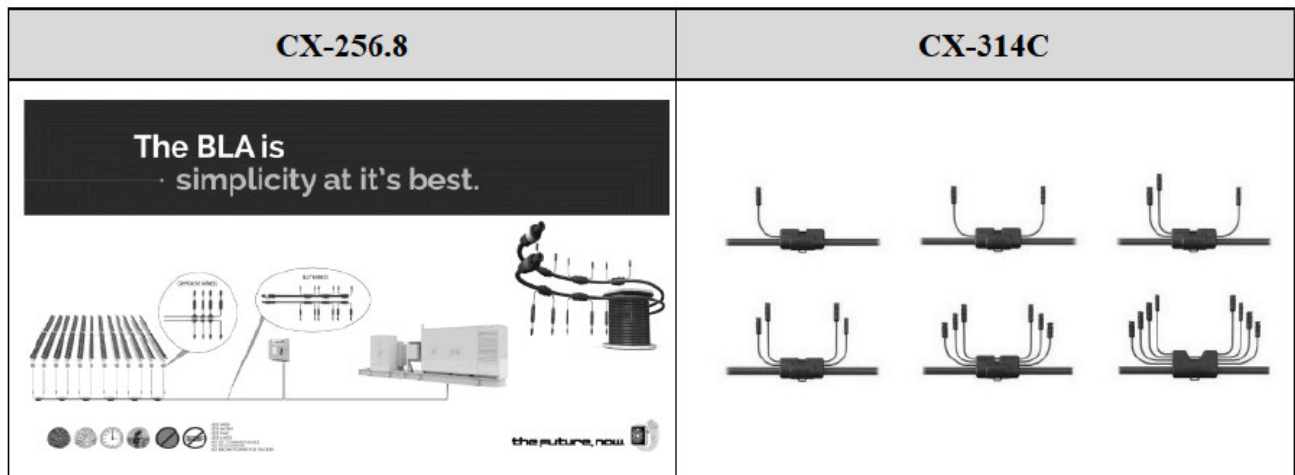
For comparison, the electrical junctions of the three 1438 ADs found to infringe one or more asserted claims of each Asserted Patent (*id.* at 109-113)—the Spiral, Taper, and Taper-30—are summarized below:

1438 AD	Image	Description
Spiral	RX-926C 	 Tr. (Ge) at 1046:20-1047:1.
Taper	RX-878C 	 . Tr. (Ge) at 1043:10-1044:10, 1047:2-12.
Taper-30	RX-938C 	 Tr. (Ge) at 1043:10-1044:10, 1047:2-12.

Id. at 92.

3. Shoals' Domestic Industry Products (Shoals' BLA)

The Commission adopted the FID's finding that Shoals has demonstrated that its Big Lead Assembly ("BLA") practices claims 1, 12, and 14 of the '375 patent and claims 1 and 10-12 of the '376 patent. *Id.* at 113-127; 91 Fed. Reg. at 24606. The BLA delivers energy collected by solar panels to an inverter without using an intermediary combiner box, and the BLA joint (shown below, right) can connect up to eight strings to a trunk:



Id. at 13-14 (reproducing CX-256.8; CX-314C).

III. COMMISSION REVIEW OF THE FINAL ID

When the Commission reviews an initial determination, in whole or in part, it reviews the determination *de novo*. *Certain Electronic Stud Finders, Metal Detectors & Elec. Scanners*, Inv. No. 337-TA-1221, Comm'n Op. at 9 (Feb. 15, 2022) (citations omitted), *aff'd*, *Zircon Corp. v. ITC*, 101 F.4th 817 (Fed. Cir. 2024). Upon review, the "Commission has 'all the powers which it would have in making the initial determination,' except where the issues are limited on notice or by rule." *Certain Elec. Devices, Including Streaming Players, Televisions, Set Top Boxes, Remote Controllers, & Components Thereof*, Inv. No. 337-TA-1200 ("Streaming Players"), Comm'n Op. at 7 (Nov. 10, 2021) (citations omitted), *aff'd*, *Roku, Inc. v. ITC*, 90 F.4th 1367 (Fed. Cir. 2024). With respect to the issues under review, "the Commission may affirm, reverse,

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modify, vacate, or remand for further proceedings, in whole or in part, the initial determination of the administrative law judge.” 19 C.F.R. § 210.45(c). The Commission also “may take no position on specific issues or portions of the initial determination,” and “may make any finding or conclusions that in its judgment are proper based on the record in the proceeding.” *Id.*; see also *Beloit Corp. v. Valmet Oy*, 742 F.2d 1421, 1423 (Fed. Cir. 1984).

IV. VIOLATION DETERMINATION

The Commission’s findings, conclusions, and supporting analysis follow. The Commission affirms and adopts the FID’s findings, conclusions, and supporting analysis that are not inconsistent with the Commission’s opinion.

As discussed above, the Commission determined to review in part the FID with respect to the economic prong of the DI requirement. 91 Fed. Reg. 24605-07.²¹ On review, the Commission has determined to affirm with modified reasoning the FID’s finding that Shoals has satisfied the economic prong of the DI requirement under both subsections (A) and (B) of 19 U.S.C. § 1337(a)(3) as to both Asserted Patents.²² In particular, the Commission affirms the FID’s finding based on undisputed evidence that Shoals “has only ever manufactured its BLA in the United States” and “does not have any foreign manufacturing facilities.” FID at 196; see *id.*

²¹ The Commission determined not to review the remaining findings in the FID. *Id.*

²² Commissioner Karpel would affirm the FID’s analysis. She considers the FID to have undertaken a holistic review of all relevant considerations consistent with *Wuhan* and would affirm the entirety of the FID’s findings that Shoals has satisfied the economic prong of the DI requirement. Commissioner Karpel does not consider that a holistic review consistent with *Wuhan* can be accomplished by an approach that finds the DI requirement satisfied (or not satisfied) based on a single fact or point of comparison. To reach a conclusion on whether a complainant has satisfied the DI requirement requires a holistic review of all relevant considerations, including qualitative and quantitative evidence that informs whether the amounts invested with respect to articles protected by the patent are significant. See, e.g., *Certain Soft Projectile Launching Devices, Components Thereof, Ammunition, & Prods. Containing Same*, Inv. No. 337-TA-1325, Separate Views of Chair Karpel at 80-82 (Dec. 18, 2025).

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at 193-208; *Wuhan Healthgen Biotech. Corp. v. ITC*, 127 F.4th 1334, 1339 (Fed. Cir. 2025) (finding a complainant’s domestic industry investments significant where they occurred 100% in the United States). The Commission takes no position with respect to any other reasoning set forth in the FID in support of its economic prong finding. Accordingly, the Commission finds that Shoals established that Voltage has violated section 337 as to claims 1, 8, 12, and 20 of the ’375 patent and claims 1, 10, and 12 of the ’376 patent.

V. REMEDY, THE PUBLIC INTEREST, AND BONDING

A. Remedy

The Commission has “broad discretion in selecting the form, scope, and extent of the remedy.” *Philip Morris Prods. S.A. v. ITC*, 63 F.4th 1328, 1339 (Fed. Cir. 2023).

1. Limited Exclusion Order

Section 337(d)(1) provides that “[i]f the Commission determines, as a result of an investigation under this section, that there is a violation of this section, it shall direct that the articles concerned, imported by any person violating the provision of this section, be excluded from entry into the United States, unless, after considering the [public interest], it finds that such articles should not be excluded from entry.” 19 U.S.C. § 1337(d)(1).

a. The RD

Shoals argued, and Voltage did not dispute, that an LEO would be an appropriate remedy if a violation is found. RD at 210 (citing CIPHB at 182; RRP HB at 76-77). The RD thus recommends entry of an LEO against Voltage barring the importation of infringing articles. *Id.* at 213. The RD also addresses several requests by the parties to modify the Commission’s standard LEO, and recommends that (i) the LEO should apply to all products within the scope of the investigation, and not be “limited to the specific configurations found to infringe,” as Voltage requests, (ii) the LEO should exclude the P-Weld, D-Weld, and Bolt ADs that were found non-

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infringing, (iii) the LEO should include the Commission’s standard certification provision, as opposed to a more stringent provision urged by Shoals requiring Voltage “to undergo a rigorous examination including scanning of the internal structure [of an imported product] to prove that it . . . does not actually infringe,” and (iv) the LEO’s effective date should not be delayed for some unstated duration, as Voltage requests, to allow it to fulfill certain alleged contractual obligations and thus purportedly minimize the harm to certain of its customers. *Id.* at 210-213. The ALJ additionally declined to address Voltage’s request for a service and repair exemption. *Id.* at 211.

b. Analysis

The Commission has determined to issue an LEO against Voltage barring the importation of “photovoltaic trunk bus cable assemblies for connecting solar panel arrays to an inverter, which cable assemblies are called lead assemblies or trunk buses, and which may also include one or more drop lines that are coupled to a feeder cable within said lead assemblies or trunk buses” that infringe one or more of claims 1, 8, 12, and 20 of the ’375 patent and claims 1, 10, and 12 of the ’376 patent. 19 U.S.C. § 1337(d)(1).²³

The Commission’s determinations as to the parties’ requested modifications to the Commission’s standard LEO are discussed below.

²³ Third-party AWG submits that a general exclusion order (“GEO”) should issue because an LEO “is vulnerable to circumvention that would undermine the remedial effect of the order” and a GEO “would promote uniform and vigilant protection against the importation of the Subject Merchandise.” EDIS Doc. ID 882480, Attach. ID 2549691 at 4-6. The Commission has determined not to issue a GEO at least because, given that Shoals never sought a GEO, the record contains insufficient evidence for the Commission to determine that either (i) “a general exclusion from entry of articles is necessary to prevent circumvention of an exclusion order limited to products of named persons” or (ii) “there is a pattern of violation of this section and it is difficult to identify the source of infringing products” as required by 19 C.F.R. § 1337(d)(2) to issue a GEO in this investigation.

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i. Definition of “Covered Articles”

Shoals’ proposed LEO (CIBr., Ex. A) includes a definition of “covered articles” that differs from the plain language description of the accused products set forth in the Commission’s NOI, which defines the scope of this investigation. 90 Fed. Reg. at 9731. The NOI’s description of the accused products reads: “photovoltaic trunk bus cable assemblies for connecting solar panel arrays to an inverter, which cable assemblies are called lead assemblies or trunk buses, and which may also include one or more drop lines that are coupled to a feeder cable within said lead assemblies or trunk buses.” *Id.* Shoals proposes modifying the definition of “covered articles” to “photovoltaic trunk bus cable assemblies that incorporate the infringing technology.” CIBr., Ex. A at 2. Shoals offers no justification for this modification. *See generally* CIBr.; CRBr. Voltage submits that “covered articles” should be defined consistently with the scope of the investigation as described in the NOI. RRBBr. at 1-2.

The Commission has determined to define “covered articles” in the LEO pursuant to the plain-language description of the accused products set forth in the NOI. The Commission rejects Shoals’ proposal because it arguably broadens, without justification, the scope of covered articles to photovoltaic trunk bus cable assemblies that are not “for connecting solar panel arrays to an inverter.”

ii. Limitation to the Specific Configurations Found to Infringe

The RD recommends rejecting Voltage’s request that “[a]ny LEO should be limited to specific configurations found to infringe” because Shoals’ expert purportedly “failed to provide a representative analysis.” RD at 210 (quoting RRP HB at 76). The RD notes the FID’s unreviewed finding that “the evidence supports that the products identified during the evidentiary hearing are representative of the accused products,” and thus recommends that any LEO should

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“apply to all products within the scope of the investigation.” RD at 210-211 (citing FID at 36-38).

The Commission has determined not to limit the LEO to only the specific configurations of the accused products that were actually adjudicated as infringing. Voltage abandoned any argument that the FID errs in finding representativeness of those configurations—the basis for Voltage’s request to limit the LEO—by failing to raise the issue in its petition for Commission review. 19 C.F.R. § 210.43(b)(2); *see generally* RPet. Moreover, it is well established that the Commission does “not limit[] the LEO to covered products that were actually adjudicated to infringe . . . so that it may ensure that the exclusion order affords complainant ‘complete relief’ and cannot be ‘easily circumvented.’” *See Streaming Players*, Comm’n Op. at 36 (citing *Certain Graphics Systems, Components Thereof & Consumer Prods. Containing the Same*, Inv. No. 337-TA-1044, Comm’n Op. at 66 (Sept. 18, 2018) (“The LEO is not limited to any particular GPU model, however, but also extends to cover other GPUs of the named respondents that infringe the asserted claims of the ’506 patent.”)). Further, the Commission has explained that “[w]here a product has not been accused by the complainant, it is incumbent upon a respondent to put a particular product at issue during discovery, and in its substantive arguments before the ALJ, if it wants a particular product to be explicitly adjudicated as not infringing.” *Certain Audio Players & Controllers, Components Thereof, and Prods. Containing the Same*, Inv. No. 337-TA-1191 (“*Audio Players*”), Comm’n Op. at 25 n.19 (Jan. 6, 2022), *aff’d*, *Sonos, Inc. v. ITC*, Nos. 22-1421, 22-1573, 2024 WL 1507605 (Fed. Cir. Apr. 8, 2024).

iii. Exception for Voltage’s Non-Infringing Alternative Designs

The RD recommends granting Voltage’s request that any LEO exempt any 1438 ADs that are found non-infringing. RD at 211 (citing RRPB at 76). The RD thus recommends that

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any LEO specifically exclude the P-Weld, D-Weld, and Bolt ADs, which the FID finds do not infringe any asserted claims of the Asserted Patents. *Id.*; see FID at 109.

The Commission has determined to indicate in the LEO that the P-Weld, D-Weld, and Bolt ADs that were adjudicated in this investigation and found non-infringing are therefore not covered by the LEO. FID at 109; see *Audio Players*, Comm’n Op. 23-24 (clarifying that the five redesigned Google products adjudicated non-infringing are not covered); *Streaming Players*, Comm’n Op. at 36 (clarifying that the two revised Roku products adjudicated non-infringing are not covered). Taking into account Shoals’ concerns regarding U.S. Customs and Border Protection’s (“CBP”) ability to identify the non-infringing redesigns, Voltage will be required to certify—as discussed further below—that any imported products do in fact incorporate one of these non-infringing ADs.

iv. Certification Provision

The RD recommends that any LEO include the Commission’s standard certification provision, and that the Commission reject Shoals’ request for a certification provision that requires Voltage “to undergo a rigorous examination including scanning of the internal structure [of an imported product] to prove that it . . . does not actually infringe.” RD at 212-213 (quoting CRPHB at 71). Per Shoals, such requirement is necessary because “the infringing structure of the product is sealed inside of a mold, so there is no way for [CBP] to determine upon inspection that a product is actually non-infringing,” and because Voltage allegedly “has a history of not switching to or even selling purported ADs despite them being adjudicated as non-infringing.” *Id.* at 212 (quoting CRPHB at 71). The RD reasons that “although the evidence supports that an infringement determination cannot be made without inspecting the interior of a product’s joint, Shoals has not supported its claim that ‘Voltage . . . cannot be trusted when self-certifying that a product is non-infringing’ such that a departure from the Commission’s standard certification

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provision would be warranted.” *Id.* at 212-213 (citing CRPHB at 71; Tr. (Cameron) at 1288:13-1289:15; CX-1096C (Ge Dep.) at 335:9-338:10).

In its submission on remedy, Shoals argues that Voltage’s new product, the “LYNX Plus,” which Voltage did not disclose while the investigation was before the ALJ and for which Voltage did not provide evidence of UL-certification,²⁴ is “more likely . . . a repackaged version of the standard infringing Lynx product” than a product incorporating the same design as the non-infringing P-Weld, D-Weld, or Bolt ADs. CIBr. at 11-13; *see id.* at 14-15 (noting the opinion of Shoals’ expert, Dr. Glancey, that these non-infringing ADs have design flaws tied to their safety and reliability); CRBr. at 7 (“Voltage has not provided any evidence in support [of the LYNX Plus having received UL Certification]” and “the Commission and [CBP] should presume that any purported ‘Lynx Plus’ products are merely rebranded versions of the Lynx already found to infringe.”). Shoals asserts that “if Voltage wants to seek importation of the Lynx Plus, Voltage should avail itself of the Commission’s modification and advisory processes,” and that “[s]elf-certification is insufficient” for this product. CIBr. at 15. Alternatively, Shoals argues that the Commission should impose a “heightened” certification provision, whereby “any product Voltage seeks to import should have to undergo a rigorous

²⁴ Before the ALJ, Voltage did “not dispute that it seeks and obtains UL [Underwriters Laboratories] certification for the accused LYNX products before selling them to customers” and Voltage’s current and former presidents testified that “Voltage ‘assum[es] . . . customers will need our LYNX to be UL certified,’ although certain utility-company customers may waive that certification.” FID at 101-102 (citing Tr. (Ge) at 1060:16-1062:6; Tr. (Krehnke) at 214:22-215:17).

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examination including scanning of the internal structure to prove that it does not actually infringe.” *Id.* at 16-17.

The Commission finds that Shoals’ concerns regarding the possible difficulty CBP may have in identifying the non-infringing ADs are valid given the impossibility of mere visual inspection of the internal structure of the imported assemblies. Accordingly, the Commission has determined to include in the LEO the standard certification provision with certain additional language (emphasized below) to address these concerns:

At the discretion of CBP and pursuant to the procedures it establishes, persons seeking to import photovoltaic trunk bus cable assemblies and components thereof that are potentially subject to this Order may be required to certify that they are familiar with the terms of this Order, that they have made appropriate inquiry, and thereupon state that, to the best of their knowledge and belief, the products being imported are not excluded from entry under paragraph 1 of this Order, ***including because the products incorporate the features or functionalities of an alternative design adjudicated by the Commission in the violation investigation not to infringe, and thus such products do not fall within the scope of this Order.*** At its discretion, CBP may require persons who have provided the certification described in this paragraph to furnish such records or analyses as are necessary to substantiate the certification.

See, accord, Audio Players, LEO at 3 (Jan. 6, 2022).

The Commission is unpersuaded, however, by Shoals’ argument that the LYNX Plus is more likely a mere repackaging of the original LYNX product found to infringe, rather than a product incorporating the non-infringing [REDACTED] design, particularly given Voltage’s representations to the contrary to both a federal judge in North Carolina²⁵ and now the

²⁵ Voltage submits that it “has repeatedly represented that the commercial product called LYNX Plus incorporates the adjudicated non-infringing [REDACTED] design,” citing Voltage’s counsel’s prior representations to Shoals’ counsel in the context of the parties’ parallel federal district court litigation in North Carolina, Voltage’s press release of February 9, 2026, and testimony from a Voltage corporate representative in the North Carolina litigation. RRB. at 3 (citing CIBr., Ex. F at 2, Ex. G at 4, Ex. D at 120:11-16).

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Commission, as well as to the public. As such, Shoals' speculations of impropriety are unsupported. To the extent Shoals remains unconvinced, it may avail itself of a Part 177 proceeding before CBP or an enforcement proceeding under Commission Rule 210.75 (19 C.F.R. § 210.75) for a ruling on this issue.

v. Voltage's Request to Delay the Effective Date of the LEO

(A) The RD

Before the ALJ, Voltage requested that the effective date of any LEO be delayed—by some unstated duration—“to minimize harm to third parties” (*i.e.*, certain of its customers). RD at 211 (citing RRP HB at 76-77). Specifically, Voltage seeks “to import products necessary to complete any projects under contract at the time a LEO is issued, so Voltage can fulfill existing contracts and mitigate disruptions to solar energy projects that rely on these customized solutions.” *Id.* (quoting RRP HB at 77). Voltage asserted that “delivery times for the Accused Products exceed 60 days” and “[i]t takes months just to get to the point of installing the Accused Products, so making customers repeat the design process would set projects back months.” *Id.* (quoting RRP HB at 76-77).

The RD recommends rejecting Voltage's request because Voltage “did not present any witness testimony on the specific impacts of not having a delayed implementation of an LEO,” namely, any “evidence relating to any of its own customers or any specific customer contracts at issue.” *Id.* at 212. The RD finds that, at best, Voltage's cited evidence supports that Voltage customizes its “solutions” for each customer, that Voltage's “lead time . . . to bid [its] projects out and to actually start producing them and delivering them” can exceed two months, and that Voltage typically repairs or replaces a failed LYNX. *Id.* (citing Tr. (Krehnke) at 207:5-208:1; Tr. (Herrington) at 745:7-13; Tr. (Glancey) at 820:11-20; Tr. (Ge) at 1055:17-1056:15; CX-683C

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(Voltage record of LYNX shipment)). In the RD's view, this cited evidence does "not support Voltage's assertion that a no-delay implementation of an LEO would unfairly burden third parties and harm the public interest," and thus does not support delaying the effective date of an exclusion order. *Id.*

(B) Analysis

The Commission has determined to adopt the RD's recommendation not to grant Voltage's request to delay the effective date of the LEO. The RD correctly notes that Voltage "did not present any witness testimony on the specific impacts of not having a delayed implementation of an LEO," namely, any "evidence relating to any of its own customers or any specific customer contracts at issue." RD at 212; *see, e.g., Certain Non-Volatile Memory Devices & Prods. Containing the Same*, Inv. No. 337-TA-1046, Comm'n Op. at 63-66 (Oct. 26, 2018) (finding a delay was unwarranted when "the record [wa]s not clear as to the magnitude or extent of the impact on [a third party who used the accused products], its customers, and its employees; and its effect on the statutory public interest factors has not been established"); *Certain Mobile Devices, Associated Software, & Components Thereof*, Inv. No. 337-TA-744, Comm'n Op. at 23 (June 5, 2023) ("Unlike the facts in *Personal Data*, neither Motorola nor any third party provided any factual basis to justify implementation of a transition period in this investigation. In *Personal Data*, the Commission granted a four-month transition period based on the submission of third-party T-Mobile, which established that T-Mobile would be particularly damaged by the impact of an immediate LEO[.]").

Despite acknowledging the RD's finding, Voltage failed to address this evidentiary gap in its written submissions to the Commission. Voltage specifies that "there are [REDACTED] [REDACTED] for which Voltage has any remaining obligation to deliver the accused LYNX product," and that such products "may be delivered after June 8,

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2026.” RRB. at 9; RIB. at 3. Voltage asserts that overall “delivery times” for its infringing product typically “exceed 60 days,” but the products [REDACTED]

[REDACTED] as of May 15, 2026. RIB. at 3 (citing Tr. (Herrington) at 745:7-13; RDX-4.25; CX-683C; RIB., Ex. B). Voltage asserts that its requested delay is necessary to minimize harm to its three customers because it is “not feasible at this point for [them] to abandon these already manufactured projects and pivot to an alternative supplier to repeat the design process, setting projects back months.” *Id.* at 3; *see id.* at 2-3 (noting that such “large-scaled, tailored solutions often take months from the initial design phase through installation” and thus “replacing excluded products with different products (whether from Voltage or a different supplier) would, at a minimum, delay completion of the project and potentially introduce compatibility and redesign complexities” (citing RX-0603C; RX-0846C; RX-117C (Bazela Dep.) at 103:11-106:8; RX-1172C (Bardos Dep.) at 171:6-12)).²⁶ Voltage further argues that issuing an LEO without delay “would not only unfairly burden third party customers, but also cause substantial harm to public health and welfare and U.S. consumers, namely the U.S. solar energy industry, including developers, investors, downstream utilities, and ultimately to American ratepayers.” *Id.* at 4.

Voltage attaches to its initial submission as Exhibit B what it describes as “delivery schedules for remaining LYNX projects.” *Id.* at 3. Voltage, however, provides no explanation of the contents of this 12-page exhibit, which appears to contain a series of “order

²⁶ Voltage avers that it has “acted in good faith to minimize any competitive impact on Shoals, having redesigned all projects for which redesign was practicable using one of its adjudicated non-infringing alternatives, now marketed as LYNX Plus,” and only these [REDACTED] [REDACTED] “remain outside the scope of that remediation effort.” *Id.* at 3 (citing *cf. Road Milling Machines*, Comm’n Op. at 14-15 (rejecting exception for shipments “scheduled for delivery” because it “would potentially circumvent the exclusion order,” where respondent failed to identify what the shipments entailed or how many shipments the exception would permit)).

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confirmations,” “purchase orders,” and screenshots of “customer deliver schedules” for various projects. *See id.*, Ex. B. Voltage also attaches to its reply submission as Exhibit 9 what it describes as “the delivery schedule for the Starlight project[.]” RRB. at 9 n.3. Voltage likewise provides no further discussion or explanation about the contents of this 3-page exhibit, which appears to be a “customer delivery schedule” similar to those included in Exhibit B to its initial submission. *See id.*, Ex. 9.

The Commission finds Voltage’s arguments and efforts to substantiate them insufficient to justify a delay in the effective date of the LEO. As explained in section V.B., *infra*, we find that the record does not support that a delay in the effective date of the LEO is required to avoid harm to Voltage’s customers or U.S. consumers.

In addition, Voltage’s request is unbounded as to time, and Voltage offers no explanation as to how an adequate length for its requested delay can be derived from the purported “customer delivery schedules,” “purchase orders,” and “order confirmations” Voltage submitted as exhibits. RIBr., Ex. B; RRB. at 9. Moreover, while Voltage asserts that the delivery times for its infringing products typically “exceed 60 days,” Voltage notes that the products [REDACTED] [REDACTED] as of May 15, 2026.

RIBr. at 3. With the LEO issuing on June 25, 2026, the period of Presidential review will end on August 24, 2026, 101 days from May 15, 2026. Thus, according to its own arguments, Voltage will have enough time [REDACTED] [REDACTED] given that, as discussed *infra*, Voltage will be able to import its infringing products under bond during the period of Presidential review.²⁷

²⁷ The Commission has determined to grant Voltage’s motion to take judicial notice of a memorandum opinion recently issued in the parties’ parallel district court litigation, which Voltage asserts is relevant to the issues of (i) its requested delay of the LEO’s effective date and

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Accordingly, the Commission has determined not to grant Voltage's request to delay the effective date of the recommended LEO.

vi. Service and Repair

Before the ALJ, Voltage requested an exception in the LEO for it "to import parts necessary to service or repair any LYNX systems that fail." RD at 211 (quoting CRPHB at 77). The RD did not provide a recommendation as to this request because the Commission "considers service and repair issues as part of the public interest analysis" and the public interest was not delegated to the ALJ in this investigation. *Id.*

In its submission on remedy, Voltage withdrew its request, stating: "Voltage notes it is not seeking an exemption for service and repair of LYNX products and is prepared to address any necessary warranty and repair obligations using its new, non-infringing LYNX Plus design." RIBr. at 4 n.1; *see* RRB. at 11.

The Commission has determined not to include any service or repair exception in the LEO in light of Voltage's withdrawal of its request. The Commission notes, however, that it retains discretion to address exemptions for service and repair either under its authority to select the form, scope, and extent of remedy for section 337 violations and/or as part of its public interest analysis and therefore should be considered by the ALJ when presented by the parties as a remedy issue. *See Philip Morris*, 63 F.4th at 1339 (under section 337, the Commission has "broad discretion in selecting the form, scope and extent of the remedy."); *see also Certain*

(ii) its requested bond. EDIS Doc. ID 884538, Attach. 2560275 at 1. Specifically, Voltage notes the opinion's decision to "tailor any damages award in this case" to account for an acceleration in the prosecution of the Asserted Patents resulting from certain communications by Shoals' counsel in violation of a prosecution bar stipulation. *Id.* The Commission finds, however, that Voltage abandoned any arguments as to these issues based on such communications by failing to raise any such arguments in its initial submission. *See generally* RIBr. The Commission thus finds Voltage's assertions and the district court's opinion unpersuasive on these issues.

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Cloud-Connected Wood-Pellet Grills & Components Thereof, Inv. No. 337-TA-1237, Comm’n Op. at 11 n.10 (May 12, 2022) (Commissioners Kearns and Karpel declining to join the Commission’s finding cited by the ALJ that the statute “requires that any exemption to the remedial orders for otherwise infringing products be evaluated under the relevant public interest factor(s).”).

vii. Conclusion

Based on the preceding discussion, the Commission has determined to issue an LEO against Voltage barring the importation of “photovoltaic trunk bus cable assemblies for connecting solar panel arrays to an inverter, which cable assemblies are called lead assemblies or trunk buses, and which may also include one or more drop lines that are coupled to a feeder cable within said lead assemblies or trunk buses” that infringe one or more of claims 1, 8, 12, and 20 of the ’375 patent and claims 1, 10, and 12 of the ’376 patent, pursuant to Section 337(d)(1). 19 U.S.C. § 1337(d)(1). The Commission has also determined: (i) to indicate that the LEO does not cover Voltage’s P-Weld, D-Weld, and Bolt ADs adjudicated as non-infringing; (ii) to include in the LEO the certification provision described above; (iii) not to limit the LEO to the specific configurations found to infringe; (iv) not to delay the effective date of the LEO; and (v) not to include in the LEO an exemption for service and repair.

2. Cease and Desist Orders

Section 337(f)(1) provides that in addition to, or in lieu of, the issuance of an exclusion order, the Commission may issue a CDO as a remedy for violation of section 337. *See* 19 U.S.C. § 1337(f)(1). CDOs are generally issued when, with respect to the imported infringing products, respondents maintain commercially significant inventories in the United States or have significant domestic operations that could undercut the remedy provided by an exclusion order. *See, e.g., Certain Tobacco Heating Articles & Components Thereof*, Inv. No. 337-TA-1199

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(“*Tobacco Heating Articles*”), Comm’n Op. at 49 (Sept. 29, 2021), *aff’d*, *Philip Morris*, 63 F.4th at 1332; *Audio Players*, Comm’n Op. at 26. Complainants bear the burden on this issue. “A complainant seeking a [CDO] must demonstrate, based on the record, that this remedy is necessary to address the violation found in the investigation so as to not undercut the relief provided by the exclusion order.” *Tobacco Heating Articles*, Comm’n Op. at 49-50 (citations omitted); *Audio Players*, Comm’n Op. at 26-27 (citations omitted); *see also* H.R. REP. No. 100-40, at 160 (1987).

a. The RD

During his opening statement in the evidentiary hearing, Shoals’ counsel stated:

There is a Voltage company that is present in the United States, but as Voltage’s economic expert sets forth, there are no significant operations there. So the significant operations are in China. And the U.S. facility, they have stated to—on the [CDO] point, that none of those operations in the United States by Voltage are significant.

RD at 214 (quoting Tr. at 13:10-20). Voltage’s economic expert, Mr. Ryan Herrington, testified that he “was not aware of any evidence of significant operations of Voltage, LLC in the United States and referred to counsel’s statement in Shoals’s opening.” *Id.* (citing Tr. (Herrington) at 699:6-16).

Despite its counsel’s admission during the evidentiary hearing, Tr. at 13:10-20, Shoals nevertheless contended in its post-hearing brief that Voltage, LLC’s domestic employees “are involved with sales and design engineering.” *Id.* (quoting CIPHB at 183). In support, Shoals cited to (i) a one-page org chart (CX-0750C), (ii) deposition testimony from Voltage’s president and co-founder, Ms. Ruiyan Ge, that there are “30-ish” employees at Voltage, LLC (CX-1096C (Ge Dep.) at 33:22-34:6), and (iii) testimony from Voltage, LLC’s former president and general manager, Mr. Jurgen Krehnke, that Voltage, LLC had about 27 employees in February 2025 (Tr. (Krehnke) at 204:23-205:1). *Id.* at 214-215.

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The RD rejects Shoal's arguments, noting in particular that Voltage's domestic entity—Voltage, LLC—employs only about thirty people. *Id.* (citations omitted). The RD finds that “[i]n view of Shoals’ apparent concession that Voltage, LLC does not have significant U.S. operations and without something more than a head count and an org chart, Shoals has not presented sufficient evidence demonstrating that Voltage, LLC’s U.S. employees perform ‘significant domestic operations that could undercut the remedy provided by an exclusion order.’” *Id.* at 215 (quoting *Certain Vaporizer Devices, Cartridges Used Therewith, and Components Thereof*, Inv. No. 337-TA-1368, Comm’n Op. at 103-104 (Feb. 19, 2025)).

The ALJ was also unpersuaded by “Shoals’s primary argument” that “Voltage’s owners have numerous foreign entities that they control and that could potentially be used to evade an LEO directed only at the named Voltage Respondents.” *Id.* (quoting CIPHB at 183-184 (citing Tr. (Krehnke) at 204:7-22; CX-1096C (Ge Dep.) at 32:17-35:20, 37:6-12, 54:7-56:18, 61:12-64:11; CX-1165C (Wang Dep.) at 58:17-59:22, 62:2-66:7, 67:19-69:21, 72:22-77:1, 153:19-154:15, 156:4-19; CX-112C.16 (Voltage interrogatory response))). The RD notes that, as Voltage appears to accept, “the standard LEO language already encompasses affiliated companies and related business entities.” *Id.* (quoting RRPB at 79 (citing *Certain Smart Wearable Devices, Systems, & Components Thereof*, Inv. No. 337-TA-1398, LEO at 2 (Aug. 21, 2025) (directing the exclusion order to “Respondents or any of their affiliated companies, parents, subsidiaries, agents, or other related business entities, or their successors or assigns”))). The RD thus does not recommend issuing CDOs in this investigation. *Id.* at 216.

b. Analysis

The Commission has determined to adopt the RD’s recommendation not to issue CDOs against each of the Voltage respondents. The Commission is unpersuaded by Shoals’ arguments

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that CDOs are warranted based on Voltage purportedly having “significant domestic operations” that could potentially undercut the remedy provided by an LEO.²⁸ CIBr. at 2-7; CRBr. at 8-9.

Shoals’ assertion that Voltage “*could* readily use (and *may* already be using) the nearly 250,000 square feet” in its new North Carolina manufacturing facility “to stockpile infringing products before an exclusion order issues” is speculative and unsupported. CIBr. at 5 (emphases added). Shoals fails to explain how such stockpiling could occur given record evidence that the infringing products are “highly customized solutions” and manufactured on a project-by-project basis, as are Shoals’ BLA products. FID at 37 (crediting testimony that “based [on] a customer’s needs for its assemblies, Voltage customizes ‘[t]he length of the cables,’ ‘the spacing of the overmolds,’ and, as for the LYNX joints, ‘[d]ifferent sizes [are] based off of the main trunk cable and different designs [are] based off of the number of branches’”) (citing CX-1100C (Andrews Dep.) at 36:8-10, 39:10-40:5, 88:13-89:4); RD at 212 (“[T]he evidence Voltage cites supports that it customizes its ‘solutions’ for each customer, [and] that Voltage’s ‘lead time . . . to bid [its] projects out and to actually start producing them and delivering them’ can exceed two months”) (citing Tr. (Krehnke) at 207:5-208:1; Tr. (Herrington) at 745:7-13; Tr. (Glancey) at 820:11-20; Tr. (Ge) at 1055:17-1056:15); *id.* at 219 (“[B]oth parties characterize their trunk bus solutions as customized to each customer, project, and site.”); *id.* at 220 n.59 (“[T]he BLA products are customized for each project and customer”). Further, to the extent Shoals implies that Voltage may use its new facility to manufacture infringing products, Shoals provides no evidence to support its assertion nor any legal authority that this concern is within the reach of section 337. *See* CIBr. at 6 (emphasizing evidence that “Voltage intends to begin U.S.

²⁸ Voltage has never argued that CDOs are appropriate because Voltage maintains “commercially significant inventories” of infringing products in the United States, nor does the record indicate that such inventories exist.

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manufacturing [at its new facility] *this summer*") (emphasis in original). The Commission is thus unconvinced by Shoals' contention that "a real and significant likelihood" exists that Voltage's new facility could be used to undercut an LEO. *Id.* at 5.

The Commission is also unpersuaded by Shoals' argument that Voltage could "potentially" evade an LEO directed only at the named Voltage respondents on the grounds that the owners of the Voltage respondents also own "numerous other domestic and foreign Voltage entities and holding companies," that one such other entity "used to import products," that "the various Voltage entities have solicited input from consulting companies regarding potential corporate reorganization," and that Voltage's owners allegedly "have a history of incorporating new entities." *Id.* at 5-6. As the RD correctly recognizes, "the standard LEO language already encompasses affiliated companies and related business entities," RD at 215, which should alleviate Shoals' stated concerns.

Accordingly, the Commission has determined not to issue CDOs in this investigation.

B. Public Interest

Section 337 requires the Commission, upon finding a violation of section 337, to issue an LEO "unless, after considering the effect of such exclusion upon the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers, it finds that such articles should not be excluded from entry." 19 U.S.C. § 1337(d)(1). Similarly, the Commission must consider these public interest factors before issuing a CDO. 19 U.S.C. § 1337(f)(1).

Under appropriate facts and circumstances, the Commission may determine that no remedy should issue because of the adverse impacts on the public interest. *See, e.g., Certain Fluidized Supporting Apparatus & Components Thereof*, Inv. Nos. 337-TA-182/188, USITC Pub. 1667, Comm'n Op. at 1-2, 23-25 (Oct. 1984) (finding that the public interest warranted

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denying complainant's requested relief); *see Philip Morris*, 63 F.4th at 1339-1340 (the Commission has "wide latitude for judgment and the courts will not interfere except where the remedy selected has no reasonable relation to the unlawful practices found to exist") (citation omitted). Moreover, when the circumstances of a particular investigation require, the Commission has tailored its relief in light of the statutory public interest factors. For example, the Commission has allowed continued importation for ongoing medical research, exempted service parts, grandfathered certain infringing products, and delayed the imposition of remedies to allow affected third-party consumers to transition to non-infringing products. *E.g., Certain Microfluidic Devices*, Inv. No. 337-TA-1068, Comm'n Op. at 1, 22-48, 53-54 (analyzing the public interest, discussing applicable precedent, and ultimately issuing a tailored LEO and a tailored CDO); *Certain Road Milling Machines & Components Thereof*, Inv. No. 337-TA-1067 ("Road Milling Machines"), Comm'n Op. at 32-33 (July 18, 2019) (exempting service parts); *Certain Baseband Processor Chips & Chipsets, Transmitter, & Receiver (Radio) Chips, Power Control Chips, & Prods. Containing Same, Including Cellular Tel. Handsets*, 337-TA-543, USITC Pub. No. 4258, Comm'n Op. at 150-151 (Oct. 2011) (grandfathering certain products); *Certain Personal Data & Mobile Commc'ns Devices & Related Software*, 337-TA-710, USITC Pub. No. 4331, Comm'n Op., at 72-73, 80-81 (June 2012) (delaying imposition of remedy).

The statute requires the Commission to consider and make findings on the public interest in every case in which a violation is found regardless of the quality or quantity of public interest information supplied by the parties. 19 U.S.C. § 1337(d)(1), (f)(1). Thus, the Commission publishes a notice inviting the parties as well as interested members of the public and interested government agencies to gather and present evidence on the public interest at multiple junctures in the proceeding. 19 U.S.C. § 1337(d)(1) & (f)(1).

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In this investigation, Shoals filed a submission on the public interest pursuant to Commission Rule 210.50(a)(4) and addressed the public interest in its written submissions in response to the Commission’s notice of review. *See* CIBr. at 18-22; CRBr. at 13. Voltage did not file a submission pursuant to Commission Rule 210.50(a)(4) but did address the public interest in its written submissions in response to the Commission’s notice of review. RIBr. at 18; RRBr. at 13-15. The Commission also received four submissions on the public interest from members of the public.²⁹ In our view, neither the parties nor the third parties raise any public interest concerns that would preclude the issuance of relief in this investigation or warrant delaying its effective date.

1. The Four Public Interest Factors

a. Public Health and Welfare

The first public interest factor is the effect of the remedy on “the public health and welfare.” 19 U.S.C. § 1337(d)(1), (f)(1). The Commission has historically examined a remedy’s effect on the public health and welfare by looking to whether “an exclusion order would deprive the public of products necessary for some important health or welfare need[.]” *Spansion, Inc. v. ITC*, 629 F.3d 1331, 1360 (Fed. Cir. 2010).

Shoals argues that issuing an LEO “would have no adverse impact upon public health, safety, or welfare concerns in the United States” because “[t]he [subject] articles themselves do not promote public health, safety, or welfare.” CIBr. at 20. Shoals explains that although “the subject articles do provide benefits to the installers and operators of solar energy projects, such as reduced cost and easier installation and maintenance, they do so only because they employ the

²⁹ *See* EDIS Doc. IDs 874540 (Senators Blackburn and Hagerty); 874886 (Tennessee Chamber of Commerce and Industry); 2520808 (Representative Rose); 882480, Attach. ID 2549691 (AWG).

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innovations protected by the Asserted Patents.” *Id.* Shoals thus argues that excluding Voltage’s infringing products would not “deprive the public of products necessary for some important health or welfare need.” *Id.* (citing *Certain Table Saws Incorporating Active Injury Mitigation Tech. & Components Thereof*, Inv. No. 337-TA-965, Comm’n Op. at 7 (Feb. 1, 2017) (quoting *Spanston*, 629 F.3d at 1360)).

In its initial submission, Voltage’s public interest section is confined to a single sentence of attorney argument without any citations:

As described above, the Commission should narrowly tailor any remedial orders to permit Voltage to complete delivery to four projects designed with LYNX where the LYNX system is either in transit or awaiting entry, as precluding such delivery (either through a LEO or CDO) ***would harm an innocent third-party and adversely affect the public health and welfare and U.S. consumers by delaying the completion of these projects and forcing them to be redesigned with different EBOS components.***

RIBr. at 18 (emphasis added); *see id.* at 4 (alluding to “harm to public health and welfare and U.S. consumers, namely the U.S. solar energy industry, including developers, investors, downstream utilities, and ultimately to American ratepayers” without citing evidence).

Voltage’s bare invocation of the phrase “public health and welfare” without any evidence or particularized explanation of how delaying the completion of its three outstanding projects is likely to cause harm under this factor is unpersuasive. Likewise, Voltage’s arguments in its reply submission that the infringing products “are critical components of utility-scale solar installations that address the global energy crisis, reduce dependence on fossil fuels, and preserve energy resources” and that an LEO “would delay U.S. renewable energy infrastructure development that serves the long-term public welfare” are unsupported attorney argument and thus unpersuasive. RRB. at 14-15.

Accordingly, the Commission finds that the record evidence does not indicate that excluding Voltage’s infringing products would be contrary to the public health and welfare.

b. Competitive Conditions in the United States

The second public interest factor is the effect of the remedy on “competitive conditions in the United States economy.” 19 U.S.C. § 1337(d)(1), (f)(1). Shoals argues that its BLA products “are more than reasonable alternatives that could readily replace Voltage’s infringing products” should they be excluded and that Shoals “could provide owners and installers of solar energy projects with competitive, patent-practicing, U.S.-made replacement photovoltaic cables and connectors.”³⁰ CIBr. at 20. Shoals also submits that solar energy projects “may also be constructed, as many still are today, using alternative approaches that do not practice or benefit from the Asserted Patents.” *Id.* at 20-21 (describing the “homerun” approach that incorporates a combiner box, as well as using insulation piercing connectors to construct projects). Further, Shoals argues that it “can readily meet the demand for any of Voltage’s excluded infringing products.” CIBr. at 21. According to Shoals,

For example, as the [RD] found, “Shoals has the ‘ability to step up production significantly.’” [RD] at 219. Moreover, as the [RD] noted, Shoals recently moved its BLA production into a new, 638,000 square foot facility that significantly increased its production capacity. *See [id.]* at 199 (regarding “Plant 6”). Given Shoals’s position as the leading manufacturer of EBOS components, Shoals is more than equipped to

³⁰ Each third-party submission on the public interest raises similar points regarding the protection of U.S. manufacturing and innovations. *See* EDIS Doc. IDs 874540 (Senators Marsha Blackburn and Bill Hagerty) (“Vigorous enforcement against unfair trade practices, including the importation of products that unlawfully copy or infringe American innovations, is essential to safeguarding U.S. manufacturing, supporting high-quality jobs, and ensuring American companies can continue to develop technologies vital to our energy security.”); 876075 (Representative John Rose) (same); 874886 (Tennessee Chamber of Commerce and Industry) (“Without effective relief, foreign companies could continue to gain an unfair advantage by avoiding the costs faced by U.S. businesses. Issuance of an exclusion order would reinforce a marketplace in which competition is driven by innovation, investment, and lawful conduct—precisely the competitive environment Congress intended the Commission to safeguard.”); 882480, Attach. ID 2549691 (AWG) (“Shoals is among AWG’s consumers, and AWG provides Shoals with the components necessary to manufacture the patented merchandise. Put simply, Voltage’s infringement threatens domestic manufacturers, thus reducing the demand for the merchandise of domestic component suppliers.”).

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replace Voltage as a supplier of photovoltaic trunk bus cable assemblies that employ the technology protected by the Asserted Patents.

Id.

The Commission finds that Voltage abandoned any arguments of alleged harm under this public interest factor by failing to raise any in its initial submission. *See* RIBr. at 18. Even if not abandoned, Voltage’s argument in its reply submission that it is “not feasible” for Voltage’s customers involved in its “three contracted projects” to “pivot to Shoals only to restart the months-long process” is unsupported and unpersuasive as to this factor. RRB. at 13-14.

Accordingly, the Commission finds that the record evidence does not indicate that excluding Voltage’s infringing products would adversely affect competitive conditions in the United States.

c. The Production of Like or Directly Competitive Articles in the United States

The third public interest factor is the effect of the remedy on “the production of like or directly competitive articles in the United States.” 19 U.S.C. § 1337(d)(1), (f)(1). As discussed above, Shoals manufactures the DI products in the United States. As such, an LEO excluding Voltage’s infringing products that compete with Shoal’s DI products is likely to have a positive rather than an adverse impact on the production of like and directly competitive articles in the United States. Voltage’s infringing products are not manufactured in the United States, *see* RD at 214 (citing CX-1096C (Ge Dep.) at 271:14-18); RIBr. at 9; RRB. at 9, and there is no information in the record that any other producers of like or directly competitive articles will be adversely impacted by an LEO.

The Commission finds that Voltage abandoned any arguments of alleged harm under this public interest factor by failing to raise any in its initial submission and did not present arguments relevant to this factor in its reply submission. *See* RIBr. at 18; RRB. at 14.

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Accordingly, the Commission finds that the record evidence does not indicate that excluding Voltage's infringing products would adversely affect the production of like or directly competitive articles in the United States.

d. United States Consumers

The fourth and final public interest factor is the effect of the remedy on "United States consumers." 19 U.S.C. § 1337(d)(1), (f)(1). Shoals argues that because it (and other competitors) "can easily replace the infringing Voltage products," the solar industry "will continue to have ample options regarding photovoltaic cables and connectors to use in EBOS installations." CIBr. at 21. Moreover, per Shoals, the "consumers" of the patented products "are EPC [Engineering, Procurement, and Construction] firms, who provide the products to solar installation developers; there are no individual citizens who purchase or directly benefit from the patented products." *Id.* (citing RD at 217 (discussing customers and projects)). Thus, in Shoals' view, this public interest factor does not weigh against issuing remedial orders because "any impact on consumers as users of energy generated by solar projects would be negligible" and solar energy projects "will continue to be built with or without Voltage infringing products." *Id.*

In its initial submission, Voltage asserts that delaying the effective date of the LEO is necessary to minimize harm to its three customers because it is "not feasible at this point for [them] to abandon these already manufactured projects and pivot to an alternative supplier to repeat the design process, setting projects back months." RIBr. at 3; *see id.* at 2-3 (noting that such "large-scaled, tailored solutions often take months from the initial design phase through installation" and thus "replacing excluded products with different products (whether from Voltage or a different supplier) would, at a minimum, delay completion of the project and potentially introduce compatibility and redesign complexities" (citing RX-0603C; RX-0846C; RX-117C (Bazela Dep.) at 103:11-106:8; RX-1172C (Bardos Dep.) at 171:6-12)). Voltage

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further argues that issuing an LEO without a delay “would not only unfairly burden third party customers, but also cause substantial harm to . . . U.S. consumers, namely the U.S. solar energy industry, including developers, investors, downstream utilities, and ultimately to American ratepayers.” *Id.* at 4; *see also id.* at 18 (arguing that precluding the delivery of infringing products to its three customers currently under contract “would harm an innocent third-party [sic] and adversely affect . . . U.S. consumers by delaying the completion of these projects and forcing them to be redesigned with different EBOS components.”). In its reply submission, Voltage contends:

Shoals’ grand assertion that “the solar industry will continue to have ample options,” [CIBr.] at 21, ignores the three specific customers. They are three real third-parties with real contracts who have committed to project timelines and financing structures. Barring Voltage from delivering products to these projects would create delays that would adversely affect consumers through higher utility costs and costs of developing solar installations.

RRBr. at 14.

The Commission is unpersuaded by Voltage’s arguments as to harm to its customers or its broad allegations of harm to U.S. consumers (*e.g.*, due to purported higher utility costs and costs of developing solar installations) without evidence to back up these assertions. The record demonstrates that there are numerous alternatives to the infringing products that will be available to EPC firms and developers of solar energy projects in the United States, including Shoals’ BLA products, Voltage’s LYNX Plus product, as well as products from other competitors. As discussed above, Voltage asserts only unparticularized and unsupported allegations of harm to its customers awaiting delivery of infringing products. Moreover, according to Voltage’s own representations as reviewed above in section V.A.1.b.v, it should be able to fulfill its purported contractual obligations by importing under bond during the period of Presidential review.

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Accordingly, the Commission finds that the record evidence as to this public interest factor does not counsel against issuing the LEO.

2. Conclusion

For the reasons set forth above, the Commission has determined that consideration of the public interest factors does not warrant denying the remedial order or delaying the effective date of the LEO to allow Voltage to complete certain alleged contractual obligations to three of its customers.

C. Bonding

If the Commission enters an exclusion order or a CDO, a respondent may continue to import and sell its products during the 60-day period of Presidential review under a bond in an amount determined by the Commission to be “sufficient to protect the complainant from any injury.” 19 U.S.C. § 1337(j)(3); *see also* 19 C.F.R. § 210.50(a)(3). When reliable price information is available in the record, the Commission has often set the bond in an amount that would eliminate the price differential between the domestic product and the imported, infringing product. *See Streaming Players*, Comm’n Op. at 41-42 (citations omitted); *Tobacco Heating Articles*, Comm’n Op. at 77 (citations omitted). The Commission also has used a reasonable royalty rate to set the bond amount where a reasonable royalty rate could be ascertained from the evidence in the record. *See, e.g., id.* Where the record establishes that the calculation of a price differential is impractical or there is insufficient evidence in the record to determine a reasonable royalty, the Commission has imposed a 100 percent bond. *See, e.g., id.* The complainant bears the burden of establishing the need for a bond. *Certain Rubber Antidegradants, Components Thereof & Prods. Containing Same*, Inv. No. 337-TA-533, USITC Pub. No. 3975, Comm’n Op. at 40 (July 21, 2006).

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1. Injury

a. The RD

The RD finds that Shoals would be injured without a bond. RD at 216. The RD finds that Voltage did not dispute, and the evidence supports, that its LYNX products “directly compete with Shoals’s BLA Products.” *Id.* (citing Tr. (Tolnar) at 101:8-102:22 (Voltage competes in the trunk bus market); Tr. (Krehnke) at 208:13-19 (Shoals’ BLA competes with Voltage’s LYNX); Tr. (Bardos) at 467:22-468:5 (Voltage is a direct competitor of Shoals); Tr. (Akemann) at 639:10-15 (same); Tr. (Herrington) at 758:25-759:9; JX-5 (Olson Dep.) at 212:22-213:10; CX-1100C (Andrews Dep.) at 215:5-15; RX-1190C (Tolnar Dep.) at 254:13-20). The RD finds that the evidence also supports that “when Shoals and Voltage compete for potential customers, the perception is that they largely compete on price, with Voltage’s LYNX priced less than Shoals’s BLA.” *Id.* at 217 (citing Tr. (Tolnar) at 102:18-22; Tr. (Krehnke) at 208:20-209:1, 216:25-217:21; Tr. (Bardos) at 467:22-468:5; Tr. (Akemann) at 639:10-15; Tr. (Herrington) at 758:25-759:9; CX-1100C (Andrews Dep.) at 215:5-15; RX-1190C (Tolnar Dep.) 261:13-262:3.57).

According to the RD, Voltage “does not seriously dispute that Shoals has lost sales and customers to Voltage,” citing Voltage’s corporate representative’s acknowledgement that “Voltage bested Shoals in bidding for projects from [REDACTED] [REDACTED].” *Id.* (citing JX-5 (Olson Dep.) at 213:11-215:11). The RD notes that Shoals’ president also observed that “at least [REDACTED] and [REDACTED] purchase a larger percentage of their products from Voltage than from Shoals.” *Id.* (citing RX-1190C (Tolnar Dep.) at 261:13-22).

The RD finds that CX-455C—a list of sales that Shoals’ sales team identified as having been lost to Voltage between approximately November 2023 and January 2025—“identifies

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seven projects that Shoals lost to Voltage, three of which implicated Shoals's BLA: [REDACTED] [REDACTED].” *Id.* (citing Tr. (Bardos) at 468:6-19, 477:3-481:21; RX-1172C (Bardos Dep.) at 269:11-18, 271:2-11; Tr. (Herrington) at 742:6-22; CX-455C at tab Projects Lost to Voltage, column A, rows 2, 3, and 5). The RD notes that although Voltage's expert testified that he “[REDACTED] [REDACTED].” *Id.* at 217-218 (citing Tr. (Herrington) at 743:3-13, 764:18-22; CX-455C at tab Projects Lost to Voltage, row 5, columns A, C, D, and G). The RD finds that CX-455C “estimates that Shoals's losses from [REDACTED] and [REDACTED] totaled about \$ [REDACTED], and that it quoted the [REDACTED] project at \$ [REDACTED].” *Id.* at 218 (citing CX-455C at tab Projects Lost to Voltage, columns A and B, rows 2, 3, and 5). The RD finds that Shoals' identified losses “thus amounted to approximately [REDACTED] % of Shoals's overall revenues for its BLA products over the same period.” *Id.* (citing CX-310C (identifying \$ [REDACTED] in total revenues for Shoals's total BLA in 2024)).

The RD finds that the evidence also supports that “Shoals operates in a larger market than Voltage.” *Id.* The RD credits testimony from Shoals' president that: (i) Shoals has a market share of about 50% in the “EBOS utility-scale market” overall; (ii) the market share for “alternate trunk bus providers”—a segment in which he classified Voltage—occupies about a third of the remaining 50%; and (iii) within that third, Voltage accounted for about 70–80% of the market. *Id.* (citing Tr. (Tolnar) at 101:8-102:8; RX-1190C (Tolnar Dep.) at 254:13-20). The RD also credits testimony from Voltage, LLC's former president and general manager, who

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“agreed that Voltage understood Shoals and Voltage to be the two biggest providers of trunk bus solutions in the United States.” *Id.* (citing Tr. (Krehnke) at 208:13-16.³¹

Voltage argued that Shoals would not be harmed during the period of Presidential review period absent a bond because “it takes longer than that period (sixty days) for Shoals to design, manufacture, and deliver a project.” *Id.* (citing RRP HB at 81). The RD finds that although “[s]ome evidence” supports that argument, including statements Shoals’ Form 10-K (CX-229.38-39) regarding the “12 months or more lead time” within which Shoals quotes, engineers, produces, and ships orders it receives, Shoals’ executives explained that “the average time between the execution of a purchase order and the completion of manufacturing is typically shorter, about three to five months, and that, depending on the volume of a purchase order, Shoals has the ‘ability to step up production significantly.’” *Id.* at 218-219 (citing RX-1172C (Bardos Dep.) at 171:6-172:16; RX-1190C (Tolnar Dep.) at 171:10-172:8). The RD thus finds that evidence supports that Shoals would be injured during the period of Presidential review absent a bond. *Id.* at 219.

b. Analysis

The Commission has determined that the RD correctly finds that Shoals would be injured during the period of Presidential review absent a bond based on evidence of direct competition, price undercutting by Voltage, and lost sales. RD at 216-218 (citations omitted). The Commission is unpersuaded by Voltage’s argument that the RD “relies principally on evidence that the parties’ LYNX and BLA products directly compete” and improperly “conflates the existence of competition with proof of harm attributable to Voltage.” RIBr. at 11-12 (citing RD

³¹ The RD notes that at least nine other competitors exist in the domestic trunk-bus-solution segment. *Id.* at 218 n.58 (citing Tr. (Tolnar) at 101:8-17; RX-1190C (Tolnar Dep.) at 254:13-20; JX-5 (Olson Dep.) at 212:22-213:10; CX-1096C (Ge Dep.) at 304:9-15).

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at 216). In particular, Shoals has demonstrated losses of at least the Long Point and Limewood projects to Voltage’s infringing products, which Voltage does not dispute.³² RD at 217-218 (citing Tr. (Herrington) at 743:3-13, 764:18-22). Moreover, the record shows that Voltage’s infringing product is “priced less than Shoals’s BLA,” lending support to Shoals’ assertion of injury. *Id.* at 217 (citations omitted).

As to Voltage’s assertion that it is “not feasible as a practical matter for [Shoals] to gain or lose business within the 60-day [period of Presidential review],” *id.* at 13, the Commission credits testimony from Shoals’ executives, who explained that “the average time between the execution of a purchase order and the completion of manufacturing is typically shorter, about three to five months, and that, depending on the volume of a purchase order, Shoals has the ‘ability to step up production significantly.’” RD at 218-219 (citing RX-1172C (Bardos Dep.) at 171:6-172:16; RX-1190C (Tolnar Dep.) at 171:10-172:8). More importantly, Voltage’s assertion of ongoing shipments of infringing products that it intends to deliver to customers supports the need for issuance of a bond.

Accordingly, the Commission has determined to adopt the RD’s finding that Shoals would be injured during the period of Presidential review absent a bond.

2. Rate

a. The RD

The RD recommends the Commission set a bond of at 100 percent of the value of infringing products imported during the period of Presidential review. RD at 220. The RD finds

³² Voltage’s contention that “these alleged lost sales [to Voltage] are insignificant in comparison to Shoals’ total sales” misframes the issue. RIBr. at 12-13. Rather, this undisputed history of lost sales supports a finding that a bond is necessary “to protect [Shoals] from any injury” during the period of Presidential review. 19 U.S.C. § 1337(j)(3).

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that “[n]either party contends that a bond could be determined based on a reasonable royalty” and that “the evidence supports that calculating a price differential is impractical.” *Id.* at 219. The RD, noting that “both parties characterize their trunk bus solutions as customized to each customer, project, and site,” credits testimony from Voltage’s corporate representatives who, on that basis, “recognized that it is ‘odd’ to identify an ‘average’ sales price for the LYNX because there is no ‘standard pricing,’ ‘list price,’ or ‘unit price.’” *Id.* (citing Tr. (Krehnke) at 206:15-208:1; JX-5 (Olson Dep.) at 38:18-39:7, 111:1-10). The RD thus finds that “an apples-to-apples analysis would mean comparing, for some representative class of solutions, the price for one ‘solution that’s a specific size and a specific number of connectors’ to the price for a similarly sized and connected solution—an analysis that even Voltage’s expert admitted would be ‘laborious to do’ here.” *Id.* (citing Tr. (Krehnke) at 208:2-9; Tr. (Herrington) 746:24-747:9, 748:14-21, 748:25-749:12).

The RD finds that “Voltage’s expert did not attempt such an analysis.” *Id.* Instead, per the RD, “[REDACTED] he compared Shoals’s *quoted* prices to Voltage’s *actual* sales prices, without evaluating whether the projects are representative of other projects that Shoals and Voltage both may have bid on.” *Id.* (emphases in RD) (citing Tr. (Herrington) at 746:6-749:12, 751:21-752:6, 762:3-764:17). The RD finds that “[t]hose back-of-the-envelope calculations based on two data points do not support ignoring what the balance of the other evidence confirms: determining a reliable price differential for the parties’ range of customized solutions is not practical in this investigation.” *Id.*

b. Analysis

The Commission has determined to impose a bond in the amount of 100 percent of the entered value of the subject articles during the period of Presidential review. The RD finds, and the Commission agrees, that neither party contended that a bond could be determined based on a

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reasonable royalty and, thus, there is no evidence in the record to determine bond based on this metric. RD at 219. Further, the record establishes that calculating a price differential is impractical where, as here, the RD correctly finds that “both parties characterize their trunk bus solutions as customized to each customer, project, and site” and, thus, even Voltage’s own corporate representatives recognized that it is “odd” to identify an “average” sales price for the LYNX because there is no “standard pricing,” “list price,” or “unit price.” *Id.* (citing Tr. (Krehnke) at 206:15-208:1; JX-5 (Olson Dep.) at 38:18-39:7, 111:1-10). The Commission agrees with the RD’s description of the complexities attendant to ascertaining reliable pricing information in this investigation, which contribute to rendering impractical a reasonable direct price comparison using the available data. *Id.* (citing Tr. (Krehnke) at 208:2-9; Tr. (Herrington) at 746:24-747:9, 748:14-21, 748:25-749:12).

The Commission also agrees with the RD’s observation that Voltage’s expert’s analysis is flawed at least because “he compared Shoals’s *quoted* prices to Voltage’s *actual* sales prices, without evaluating whether the projects are representative of other projects that Shoals and Voltage both may have bid on.” *Id.* (citing Tr. (Herrington) at 746:6-749:12, 751:21-752:6, 762:3-764:17) (emphases in original). The Commission is unpersuaded by Voltage’s assertion that the RD “flips the burden of proof” from Shoals to Voltage. RIBr. At 17. Rather, the RD correctly finds that Mr. Herrington’s “back-of-the-envelope calculations based on two data points do not support ignoring what the balance of the other evidence confirms: determining a reliable price differential for the parties’ range of customized solutions is not practical in this investigation.” RD at 219-220.

Voltage further argues that to the extent the Commission determines that a bond is warranted, Voltage “has presented record evidence of a price differential between Voltage’s

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products and comparable Shoals products sufficient to establish an appropriate bond rate of at most [REDACTED] %.” RIBr. at 15; *see also id.* at 16-17 (citing CX-455C; CX-916C; Tr. (Herrington) at 747:1-748:13). The Commission, however, is not persuaded by Voltage’s alternative bond proposal because it ignores the complexities noted above and relies on Mr. Herrington’s flawed methodology.

Accordingly, the Commission has determined to adopt the RD’s recommendation that a 100 percent bond is appropriate. *See Certain Automated Put Walls & Automated Storage & Retrieval Systems, Associated Vehicles, Associated Control Software, & Component Parts Thereof*, Inv. No. 337-TA-1293, Comm’n Op. at 49-50 (Aug. 17, 2023) (agreeing with the RD that a 100% bond is appropriate where direct competition exists with cheaper infringing products and “pricing varies from unit to unit depending on the size and complexity of an installation, which is customer-specific”) (internal quotation omitted); *Certain Liquid Crystal Display Modules, Prods. Containing Same, & Methods Using the Same*, Inv. No. 337-TA-634, Comm’n Op. at 6-7 (Nov. 24, 2009) (“We see no reason to deviate from our practice of imposing a 100 percent bond where there is insufficient evidence in the record to determine a reasonable royalty rate, and the record indicates that the calculation of a price differential is impractical.”).

3. Conclusion on Bonding

For the reasons set forth above, the Commission has determined to impose a one hundred percent (100%) bond of the entered value of Voltage’s infringing products during the period of Presidential review.

VI. CONCLUSION

The Commission has considered all of the other arguments by the parties and does not find them persuasive. Therefore, for the reasons set forth herein, the Commission determines that Shoals has established a violation of section 337 by Voltage with respect to claims 1, 8, 12,

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and 20 of the '375 patent and claims 1, 10, and 12 of the '376 patent. Accordingly, the investigation is terminated with a finding of a violation of section 337. The Commission determines that: (1) the appropriate remedy is an LEO directed against Voltage's infringing products; (2) the public interest does not preclude that remedy; and (3) the bond during the period of Presidential review is set at one hundred percent (100%) of the entered value of the infringing articles.

By order of the Commission.

A handwritten signature in black ink, appearing to read 'Lisa R. Barton', with a stylized, cursive script.

Lisa R. Barton
Secretary to the Commission

Issued: July 30, 2026