

**DOCKETED**

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<b>Project Title:</b>	Settlement Agreements
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<b>Document Title:</b>	Sanven Technology Ltd Settlement Agreement and Release
<b>Description:</b>	N/A
<b>Filer:</b>	Wendy Maienknecht
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<b>Docketed Date:</b>	6/25/2025

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (Agreement) is entered into between the California Energy Commission (CEC), with its principal office at 715 P Street, Sacramento, California 95814, and Sanven Technology Ltd. (Sanven), with a place of business at 9166 Anaheim PI, Suite 250, Rancho Cucamonga, California 91730 collectively referred to as the Parties.

### I. RECITALS

(1) CEC's Appliance Efficiency Regulations at California Code of Regulations, Title 20, Article 4, sections 1601-1609 (Appliance Efficiency Regulations),<sup>1</sup> set forth the requirements to sell or offer for sale regulated appliances in California. The pertinent requirements include:

- Testing: The appliance is tested as required in section 1603, using the applicable test method set forth in section 1604.
- Efficiency: The appliance meets the required efficiency standards set forth in sections 1605.2 or 1605.3.
- Marking: The appliance is correctly marked and labeled as required under section 1607.
- Certification: The appliance is certified to CEC and appears in CEC's most recent Modernized Appliance Efficiency Database System (MAEDbS) as required under section 1606.

(2) CEC's enforcement authority includes the removal of non-complying appliances from MAEDbS, as set forth in section 1608, and the issuance of administrative civil penalties under section 1609.

(3) Sanven distributes several models of Vevor brand replacement dedicated-purpose pool pump motors, showerheads, portable air conditioners, residential exhaust fans, and coolers that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) Vevor brand replacement dedicated-purpose pool pump motors, showerheads, portable air conditioners, residential exhaust fans, and coolers are subject to the testing, efficiency, marking, and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From June 2019 to June 2023, Sanven sold or offered for sale in California through retailers or distributors replacement dedicated-purpose pool pump motors, showerheads, portable air conditioners, residential exhaust fans, and coolers, that were not listed in MAEDbS as required in section 1606, in

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<sup>1</sup> All references are to California Code of Regulations, Title 20, Article 4, unless otherwise specified.

addition, replacement dedicated-purpose pool pump motors that did not meet the energy design standards set forth in section 1605.3(g)(6) when tested using the appropriate test method as described in section 1604(g).

(6) Based on the above Recitals, CEC, through administrative adjudication, could impose penalties for each violation alleged, obtain injunctive relief to prohibit Sanven from continuing to sell or offer for sale, non-compliant replacement dedicated-purpose pool pump motors, showerheads, portable air conditioners, residential exhaust fans, and coolers in California, and take any other enforcement action as allowed by law.

(7) California Public Resources Code section 25402.11(a)(2) identifies the following factors CEC shall consider when determining the amount of an administrative civil penalty:

- The nature and seriousness of the violation.
- The number of violations.
- The persistence of the violation arising from the course of conduct that is subject of the enforcement proceeding.
- The length of time over which the violation occurred.
- The willfulness of the violation.
- The violator's assets, liabilities, and net worth.
- The harm to consumers and to the state that resulted from the amount of energy wasted due to the violation.

(8) Penalties must be set at levels sufficient to deter violations. In developing this Agreement CEC considered the facts of the case and applied the above factors to determine an appropriate settlement. Further, in this case Sanven cooperated with CEC in the investigation by testing, certifying, and marking the units; and by providing to CEC sales data of non-compliant units. The efforts by Sanven saved CEC time and resources in investigating the violations and minimized the impacts on the competitive business environment and energy consumption and the environment.

(9) Sanven is willing to enter into this Agreement solely for the purpose of settlement and resolution of this matter with CEC. CEC accepts this Agreement in termination of this matter. Accordingly, the Parties agree to resolve this matter completely by means of this Agreement, without the need for administrative adjudication.

## **II. TERMS AND RELEASE**

In consideration of the Recitals listed above which are incorporated into this section by reference, and the mutual agreements set forth below, CEC and Sanven agree as follows:



- (1) This Agreement covers the Vevor brand models listed in the attachment.
- (2) For selling or offering for sale in California, appliances identified in paragraph I(5), whose model numbers are identified in the attachment, that did not meet the energy design standards prescribed by section 1605.3 and were not certified to MAEDbS as required by section 1606, and, in consideration of the factors listed in paragraph I(7) and I(8) above, Sanven shall pay as an administrative civil penalty the total sum of \$100,000.00 by electronic transfer to CEC by September 1, 2025. Banking information and instructions necessary to complete the electronic transfer shall be provided by CEC.
- (3) Sanven also agrees to take each of the following actions for any and all regulated appliances it will sell or offer for sale in California:
  - a. Test all basic models, utilizing the applicable test method, to ensure conformance with the Appliance Efficiency Regulations.
  - b. Certify all basic models in MAEDbS, and ensure listings are kept current and up to date.
  - c. Add the required marking to the unit.
- (4) This Agreement shall apply to and be binding upon Sanven and its principals, officers, directors, receivers, trustees, employees, successors and assignees, subsidiary and parent corporations, and upon CEC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement.
- (5) In consideration of the payment specified above, CEC hereby releases Sanven and its parent corporation, principals, directors, officers, agents, employees, shareholders, subsidiaries, predecessors, and successors from any and all claims for violations of section 1608 (efficiency, marking, certification), relating to the time frame and appliances identified in paragraph I(5), whose model numbers are identified in the attachment.
- (6) This Agreement constitutes the entire agreement and understanding between CEC and Sanven concerning the claims and settlement in this Agreement, and this Agreement fully supersedes and replaces any and all prior negotiations and agreement of any kind or nature, whether written or oral, between CEC and Sanven concerning these claims.
- (7) No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by all Parties to this Agreement.
- (8) Sanven further agrees that if the subject matter of this Agreement comes before CEC in an administrative adjudication, neither any member of CEC, nor the Executive Director, shall be disqualified because of prior consideration of this Agreement.

(9) Each Party to this Agreement has reviewed the Agreement independently, has had the opportunity to consult counsel, is fully informed of the terms and effect of this Agreement, and has not relied in any way on any inducement, representation, or advice of any other Party in deciding to enter into this Agreement.

(10) This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules. Any litigation arising out of or related to this Agreement shall be filed in the Superior Court of California, County of Sacramento.

(11) Each provision of this Agreement is severable, and in the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement remains in full force and effect.

(12) The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of this Agreement.

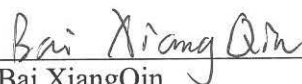
(13) This Agreement is deemed to have been drafted equally by the Parties; it will not be interpreted for or against either Party on the ground that said Party drafted it.

(14) This Agreement is effective upon signature by a representative of Sanven with authority to bind the company, and signature by the Executive Director of CEC. The Parties agree that fax or scanned signatures and multiple signature pages are acceptable for purposes of executing this Agreement, which may be signed in counterparts.

**California Energy Commission**

By:   
Name: Drew Bohan  
Title: Executive Director  
Date: June 20, 2025

**Sanven Technology Ltd.**

By:   
Name: Bai XiangQin  
Title: Director  
Date: 2025.6.16

### Attachment

#### Replacement Dedicated-Purpose Pool Pump Motors

B0C1BC6XG2	B095HMWPGN	B0BKT49BPR	ST-11HWQ220V00001V0
B09ZY9M7ZD	B095HL8H5D	B0C1B5NGFC	DSYCBMC112HP8LFRCV1
B09FJXSQK6	B0B1546VVQ	B09PTHQMH1	ST-11HWQ220V00001V0
B0BKT271RQ	B095HMHWP	B095HNH3F4	D2HP90GPM110V1ZFMV1
B0C1B4VHTN	B09ZL2SSDY	B09T6WCYK3	
B095HKWD1N	B0BKT43P1Q	B0BKT5CBR9	

#### Showerheads

FTYS6CS2MSDPTMPHLV9	HSYGYS5HYFTHS0001V0	B0D2N7J9W4	B0CYC3SH2H
HSYS5HYFTHS000001V0	HSYSLSLED9IN1FT01V0	B0CYC47T4D	B0CYC435KF
HSJS5HYFTHS000001V0	1011655651	B0CX4ZKLZ6	
HSLGYS5HYFTHS0001V0	1011655654	B0CXXDXK4Z	

#### Portable Air Conditioners

B0DBHV75VN	B0DBHRP3L1
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#### Residential Exhaust Fans

Q30450CFM110VIT8VV1	4840838	1008499185	1010294171
Q30900CFM110V3A8JV1	1008499182	1009540630	4840836
Q36450CFM110V8F9SV1	1008499183	1010287155	4840837
QRSCYYJYCBXGC2L07V1			

#### Coolers

SYHJJPQRSDQ30IOGWV1	1010287183	B0C4KW8GXW	B0CXS6T45K
SYHJJPQRSSQ464CSEV1	1010287187	1010287184	B0D31CMBJP
SYHJPJLYJ7820V96JV1	1011728613	B0C5DFRK2G	
1007421509	1012538984	B0C65J9P5P	