

**DOCKETED**

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<b>Project Title:</b>	Settlement Agreements
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<b>Document Title:</b>	Anker Innovations, Ltd Settlement Agreement and Release
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<b>Filer:</b>	Amanda Harris
<b>Organization:</b>	California Energy Commission
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## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (Agreement) is entered into between the California Energy Commission (CEC), with its principal office at 1516 Ninth Street, Sacramento, California 95814, and Anker Innovations Limited (Anker), whose former name is Anker Technology Co., Limited, with a place of business at RM 1318-19 13F, Hollywood Plaza, 610 Nathan Road, Mongkok, Kowloon, 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 findings under section 1609.

(3) Anker manufactures and distributes several models of Eufy brand robotic vacuums and Lumos Smart light emitting diode (LED) lamps that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) Anker's robotic vacuums contain small battery charging systems (SBCS) that are subject to the testing, efficiency, marking, and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From February 1, 2013, to May 3, 2018, Anker sold or offered for sale through retailers or distributors robotic vacuums in California, that were not listed in MAEDbS as required in section 1606, did not meet the SBCS efficiency standards set forth in section 1605.3(w)(2) when tested using the appropriate test method as described in section 1604(w), and were not marked as required in section 1607(d)(10).

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



**SETTLEMENT AGREEMENT AND RELEASE  
CALIFORNIA ENERGY COMMISSION and ANKER INNOVATIONS, LIMITED  
Page 2 OF 5**

From January 1, 2018, to May 3, 2018, Anker sold or offered for sale through retailers or distributors LED lamps in California, that were not listed in MAEDbS as required in section 1606.

(6) Based on the above Recitals, CEC, through adjudication, could impose payments for each violation alleged, obtain injunctive relief to prohibit Anker from continuing to sell or offer for sale, non-compliant SBCS in California, and take any other enforcement action as allowed by law.

(7) Section 1609(b)(3) and California Public Resources Code section 25402.11(a)(2) identify the following factors CEC shall consider when determining the sum to be paid:

- The nature and seriousness of the violation.
- The persistence of the violation, meaning a responsible person's history of past violations of the Appliance Efficiency Regulations over the previous seven years.
- The number of violations 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 persons responsible for the violation.
- The harm to consumers and to the state that resulted from the amount of energy wasted due to the violation.
- The number of persons responsible for the violation.
- The efforts of the persons responsible for the violation to correct the violation prior to initiation of an enforcement action by CEC.
- The cooperation, by the persons responsible for the violation, with CEC during its investigation.
- The assets, liabilities, and net worth of the persons responsible for the violation.

(8) Consistent with Public Resources Code section 25402.11, the CEC seeks 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 Anker cooperated with CEC in the investigation by promptly testing, certifying, and marking the units; and by providing to CEC sales data of non-compliant units. The efforts by Anker saved CEC time and resources in investigating the violations and minimized the impacts on the competitive business environment and energy consumption and the environment in California, from the non-compliant units.

(9) Anker 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 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 Anker agree as follows:

- (1) This Agreement covers the following Anker appliances:

Robotic Vacuums with SBCS
RoboVac 11+ (T2104)
RoboVac 11c (T2103)
HomeVac Duo
HomeVac Lightweight Cordless
LED Lamps
AK-T1011121
AK-T1012121
AK-T1013121
AK-E1011121
AK-E1012121

(2) For selling or offering for sale in California, LED lamps and robotic vacuums containing a SBCS identified in paragraph I(5), whose model numbers are identified in paragraph II(1) that did not meet the energy efficiency standards prescribed by section 1605, were not certified to MAEDbS as required by section 1606, and were not marked per section 1607, and, in consideration of the factors listed in paragraph I(7) and I(8) above, Anker shall pay the total sum of \$358,500.00, by wire transfer, to CEC by December 30, 2019, which 90 percent amount was allocated to RoboVac 11+(T2104) involved in violations of the standards.

(3) Anker also agrees to take each of the following actions for any and all covered products 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. Use a new model number for the model T2104 if it is sold or offered for sale in California, in the future.
- d. Add the required SBCS mark to the unit, cover page of the instructions, or exterior product package.

(4) This Agreement shall apply to and be binding upon Anker 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.



SETTLEMENT AGREEMENT AND RELEASE  
CALIFORNIA ENERGY COMMISSION and ANKER INNOVATIONS, LIMITED  
Page 4 OF 5

- (5) In consideration of the payment specified above, CEC hereby releases Anker 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 appliances identified in paragraph I(5), whose model numbers are identified in paragraph II(1).
- (6) This Agreement constitutes the entire agreement and understanding between CEC and Anker 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 Anker 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) Anker 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 Anker 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.

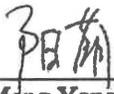
**SETTLEMENT AGREEMENT AND RELEASE  
CALIFORNIA ENERGY COMMISSION and ANKER INNOVATIONS, LIMITED  
Page 5 OF 5**

**California Energy Commission**

By:   
Name: Drew Bohan  
Title: Executive Director  
Date: 12/20/19

**Anker Innovations Limited**



By:   
Name: Meng Yang  
Title: Director  
Date: December 19, 2019