

**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

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) )  
In re Pacific Rim International West, Inc. ) Docket No. CAA-2025-8718  
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**FINAL ORDER**


Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA’s Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.<sup>1</sup>

**ENVIRONMENTAL APPEALS BOARD**

Dated: August 15, 2025

  
\_\_\_\_\_  
Mary Kay Lynch  
Environmental Appeals Judge

\_\_\_\_\_  
<sup>1</sup> The three-member panel ratifying this matter is composed of Environmental Appeals Judges Aaron P. Avila, Mary Kay Lynch, and Ammie Roseman-Orr.

**BEFORE THE ENVIRONMENTAL APPEALS BOARD**  
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**WASHINGTON, D.C.**

In the Matter of:

PACIFIC RIM INTERNATIONAL WEST,  
INC.

Respondent.

Docket No.  
CAA-2025-8718

**CONSENT AGREEMENT AND FINAL ORDER**

**Preliminary Statement**

1. This is a civil administrative penalty assessment proceeding instituted under Section 205(c)(1) of the Clean Air Act (“CAA”), 42 U.S.C. § 7524(c)(1). The issuance of this Consent Agreement and attached Final Order (“CAFO”) simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
2. Complainant in this matter is Mary E. Greene, Director, Air Enforcement Division, Office of Civil Enforcement, Office of Enforcement and Compliance Assurance, of the United States Environmental Protection Agency (“EPA” or “Complainant”). 40 C.F.R. § 22.3(a). On the EPA’s behalf, the Air Enforcement Division Director is authorized by lawful delegation to institute and settle civil administrative penalty assessment proceedings under Section 205(c)(1) of the CAA, 42 U.S.C. § 7524(c)(1). EPA Delegation 7-6A.
3. Respondent in this matter is Pacific Rim International West, Inc. (“Pacific Rim” or “Respondent”). Respondent is a Domestic For-Profit Corporation organized under the laws of the State of California with an office at 10580 Mulberry Ave, Fontana, California 92337. Among other things, the Respondent imports and sells recreational nonroad vehicles, including dirt bikes.
4. The EPA and Respondent (referred to collectively as “Parties” and individually as “Party”),

having agreed to settle this action, consent to the entry of this CAFO.

5. The Parties agree to settle this case without taking testimony and without adjudication of any issues of law or fact herein and agree to comply with the terms of this CAFO.

### **Jurisdiction**

6. This Consent Agreement is entered into under Sections 205(c)(1), 42 U.S.C. § 7524(c)(1) and the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits,” 40 C.F.R. Part 22 (“Consolidated Rules”).
7. The EPA may administratively assess a civil penalty if the penalty sought is less than \$472,901. CAA § 205(c)(1); 40 C.F.R. § 19.4.
8. The Consolidated Rules provide that where the Parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a CAFO. 40 C.F.R. §§ 22.13(b), 22.18(b).
9. The Environmental Appeals Board is authorized to issue consent orders memorializing settlements between the EPA and Respondent resulting from administrative enforcement actions under the CAA, and to issue final orders assessing penalties under the CAA. 40 C.F.R. §§ 22.4(a)(1), 22.18(b)(3).

### **Governing Law**

10. This proceeding arises under Part A of Title II of the CAA, CAA §§ 202-219, 42 U.S.C. §§ 7521–54, and the regulations promulgated thereunder. These laws aim to reduce emissions from mobile sources of air pollution, generally including non-methane hydrocarbons (“NMHC”), particulate matter (“PM”), oxides of nitrogen (“NO<sub>x</sub>”), and carbon monoxide (“CO”). The Alleged Violations of Law, stated below, concern the illegal importation of nonroad engines, specifically diesel dirt bikes.
11. Section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), prohibits a vehicle manufacturer from

selling a new motor vehicle or engine in the United States unless the vehicle or engine is covered by a certificate of conformity (“COC”).

12. Section 213(d) of the Act, U.S.C. § 7457(d), extends the prohibition in Section 203(a)(1) to new nonroad vehicles and engines. 42 U.S.C. § 7457(d).
13. The term “manufacturer,” as defined under Section 216 of the Act, includes persons who import vehicles or engines for resale. 42 U.S.C. § 7550.
14. The term “new,” as defined under Section 216 of the Act, includes any imported motor vehicle that was manufactured after the effective date of a regulation that first set standards for such vehicles. 42 U.S.C. § 7550(3).
15. The term “motor vehicle,” as defined in Section 216 of the CAA, means “any self-propelled vehicle designed for transporting persons or property on a street or highway.” 42 U.S.C. § 7550(2); *see also* 40 C.F.R. § 85.1703 (further defining “motor vehicle”).
16. The term “nonroad vehicle,” as defined in Section 216 of the CAA, means “a vehicle that is powered by a nonroad engine and that is not a motor vehicle or a vehicle used solely for competition.” 42 U.S.C. § 7550(11); *see also* CAA § 216(10), 42 U.S.C § 7550(10) (defining “nonroad engine”).
17. The EPA issues COCs to vehicle and engine manufacturers (also known as “original equipment manufacturers” or “OEMs”) under section 206(a) of the CAA, 42 U.S.C. § 7525(a), to certify that a particular group of motor vehicles and/or nonroad engines conforms to applicable EPA requirements governing motor vehicle emissions.
18. Under section 213 of the CAA, 42 U.S.C. § 7547, the EPA promulgated emission standards for HC + NO<sub>x</sub>, and CO emissions from recreational vehicles, as well as evaporative emissions. *See generally* 40 C.F.R. Part 1051.
19. To obtain a COC for a given nonroad engine family, the OEM must demonstrate that each nonroad vehicle or nonroad engine will not exceed established emission standards for certain

- pollutants. 40 C.F.R. § 1051.101.
20. New recreational vehicles, which include dirt bikes, are regulated under the provisions at 40 C.F.R. Part 1051 for the *Control of Emissions from Recreational Engines and Vehicles*. 40 C.F.R. § 1051.1(a)(2).
  21. 40 C.F.R. § 1051.15(c) provides that anyone who manufactures, imports, installs, owns, operates, or rebuilds any of the vehicles (or vehicles containing applicable engines) subject to 40 C.F.R. Part 1051 is also subject to the *General Compliance Provisions for Highway, Stationary, and Nonroad Programs* under 40 C.F.R. Part 1068.
  22. A manufacturer may not sell, offer for sale, introduce into commerce, deliver for introduction into commerce, or import (or cause any of the foregoing with respect to) a recreational nonroad vehicle unless it is covered by a COC or is otherwise exempt from certification. 40 C.F.R. § 1068.101(a)(1).
  23. Under 40 C.F.R. § 1051.620(b)(1), off-highway motorcycles, such as dirt bikes, that are marketed and labeled as only for competitive use and that meet certain criteria may qualify for an exemption from the COC requirements. Manufacturers requesting a competition exemption must specify the model year of the vehicle or engine they are applying for, and which of the four or more criteria they qualify under. If the EPA requests it, manufacturers must provide any information the EPA needs to determine whether the vehicles are used solely for competition. 40 C.F.R. § 1051.620(e).
  24. Any violation of section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), is a separate offense with respect to each new nonroad vehicle or engine. CAA § 205(a), 42 U.S.C. § 7524(a).
  25. Under Sections 204(a) and 205(a) of the Act, 42 U.S.C. §§ 7523(a) and 7524(a), and 40 C.F.R. § 19.4, persons violating section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), are each liable for injunctive relief and civil penalties of up to \$59,114 per vehicle for each violation occurring after November 2, 2015.

26. Under the CAA, the term “person” includes individuals, corporations, partnerships, associations, states, municipalities, and political subdivisions of a states. 42 U.S.C. § 7602(e).

### **Stipulated Facts**

27. Respondent is a person as the term is defined in section 302(e) of the CAA, 42 U.S.C. § 7602(e).
28. From 2020 to 2022, Respondent submitted applications for and received at least 8 competition exemptions for its imported dirt bike engines, see Appendix A of this CAFO. To meet the exemption requirement, Respondent represented that, among other criteria, a manufacturer warranty would not be offered for the imported engines.
29. On March 10, 2022, the EPA and Pacific Rim signed an Expedited Settlement Agreement (“the 2022 ESA”) regarding Pacific Rim’s importation of 1,259 dirt bike engines that did not meet the requirements of its competition exemption and therefore were not covered by the exemption at the time of importation. Specifically, Respondent did not meet the requirements of its exemption because, at the time of import, the Respondent’s commercial websites offered a manufacturer warranty for all the relevant dirt bike engines. Under the 2022 ESA, in addition to paying a monetary penalty, Respondent provided documentation to the EPA showing that the dirt bikes at issue are no longer being offered for sale with a manufacturer warranty, and committed to notifying dealers affirming that there is no manufacturer warranty for the dirt bikes.
30. In its competition exemption applications, Respondent represented that it would import 18,370 dirt bikes, with specific quantities per model year and model type, as identified in Appendix A of this CAFO. Accordingly, the competition exemptions granted by the EPA’s Office of Transportation and Air Quality specified that they covered those same quantities per certain model year and model type.
31. According to quarterly reports submitted for calendar years 2020 through 2022, Respondent imported 76,501 dirt bikes, with specific quantities per model year and model type, as identified in Appendix A of this CAFO.

### **Alleged Violations of Law**

32. Based on information obtained from the Respondent described in Paragraphs 27 through 31, above, the EPA alleges that between October 1, 2020, and December 31, 2022, Respondent imported, sold, and/or offered for sale, at least 61,741 off-highway motorcycles not covered by a competition exemption. See Appendix A of this CAFO.
33. The EPA alleges that, between October 1, 2021, and December 31, 2022, Respondent committed at least 61,741 violations of section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1).

### **Terms of Agreement**

34. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- (a) admits that the EPA has jurisdiction over this matter as stated above;
  - (b) admits to the stipulated facts stated above;
  - (c) consents to the assessment of a civil penalty as stated below;
  - (d) consents to the conditions specified in this CAFO;
  - (e) waives any right to contest the alleged violations of law; and
  - (f) waives its rights to appeal the CAFO.
35. For the purpose of this proceeding, Respondent:
- (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
  - (b) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CAFO, including any right of judicial review under section 307(b)(1) of the CAA, 42 U.S.C. § 7607(b)(1);
  - (c) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to enforce this CAFO, and to seek an additional penalty for noncompliance with this CAFO, and agrees that federal law

shall govern in any such civil action;

- (d) waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.
- (e) consents to personal jurisdiction in any action to enforce this CAFO in the United States District Court for the District of Columbia;
- (f) agrees that Respondent may not delegate duties under this CAFO to any other Party without the written consent of the EPA, which may be granted or withheld at the EPA's unfettered discretion. If the EPA so consents, the CAFO is binding on the Party or Parties to whom the duties are delegated;
- (g) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (h) acknowledges that this CAFO will be available to the public and agrees that it does not contain any confidential business information or personally identifiable information;
- (i) acknowledges that its tax identification number may be used for collecting or reporting any delinquent monetary obligation arising from this CAFO (*see* 31 U.S.C. § 7701);
- (j) certifies that the information it has supplied concerning this matter was at the time of its submission true, accurate, and complete; and
- (k) acknowledges that there are significant penalties for knowingly submitting false, factitious, or fraudulent information, including the possibility of fines and imprisonment (*see* 18 U.S.C. § 1001).

36. For the purpose of this proceeding, the parties each agree that:

- (a) this Consent Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among



the parties with respect to the subject matter hereof;

- (b) the undersigned representative is fully authorized by the Party whom he or she represents to bind that Party to this Consent Agreement and execute it on behalf of that Party;
- (c) each Party's obligations under this CAFO constitute sufficient consideration for the other party's obligations under this Consent Agreement; and
- (d) each party will bear their own costs and attorney fees in the action resolved by this CAFO.

37. Respondent agrees to pay a civil penalty in the amount of \$300,000 ("Assessed Penalty") within 30 calendar days after the date the Final Order ratifying this Agreement is filed with Clerk of the Environmental Appeals Board ("Ratifying Date"). The EPA conducted an analysis of financial information submitted by the Respondent and determined Respondent has a limited ability to pay. Consequently, in accord with applicable law, the EPA determined that the Assessed Penalty is an appropriate amount to settle this action.

38. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided at the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, visit the following webpage: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

39. When making a payment, Respondent shall:

- (a) Identify every payment with Respondent's name and the docket number of this Agreement, "Docket No. CAA-2025-8718."
- (b) Concurrently with any payment or within 24 hours of payment, Respondent shall send proof of such payment to the following persons:

Clerk of the Board  
U.S. Environmental Protection Agency  
Environmental Appeals Board  
Via electronic mail to:  
[Clerk\\_EAB@epa.gov](mailto:Clerk_EAB@epa.gov)

Victor Aguilar, Environmental Engineer  
U.S. Environmental Protection Agency  
Office of Enforcement and Compliance Assurance  
Via electronic mail to:  
[aguilar.victor@epa.gov](mailto:aguilar.victor@epa.gov)

U.S. Environmental Protection Agency  
Cincinnati Finance Division  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov).

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate the payment has been made according to the EPA requirements, in the amount due, and identified with the Respondent’s name and “Docket No. CAA-2025-8460.”

40. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7524(c)(6), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

- (a) Interest. Interest begins to accrue from the Ratifying Date. If the Assessed Penalty is paid in full within 30 days, interest accrued is waived. If the Assessed Penalty is not paid in full within 30 days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7524(c)(6), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard underpayment rate, equal to the Federal short-term rate plus 3 percentage points.

(b) Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of collection proceedings.

(c) Late Payment Penalty. A 10% quarterly non-payment penalty.

41. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this CAFO, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following:

(d) Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14;

(e) Collect the debt by administrative offset (*i.e.*, the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

(f) Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

(d) Request that the Attorney General bring a civil action in the appropriate district court to recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, per 42 U.S.C. § 7524(c)(6). In any such action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

42. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

43. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.
44. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to annually send to the Internal Revenue Service (“IRS”) a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Respondent’s failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide the EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable.
- (g) Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irspdf/fw9.pdf>.
  - (h) Respondent shall therein certify that its completed IRS Form W-9 includes Respondent’s correct TIN or that Respondent has applied and is waiting for issuance of a TIN.
  - (i) Respondent shall email its completed Form W-9 to the EPA’s Cincinnati Finance Division at [wise.milton@epa.gov](mailto:wise.milton@epa.gov), on or before the date that Respondent’s initial penalty payment is due, pursuant to Paragraph 38 of the CAFO, or within 7 days should the order become effective between December 15 and December 31 of the calendar year. The EPA recommends encrypting IRS Form W-9 email correspondence.

(j) In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide the EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

45. Certification of Compliance. As a condition of settlement, Respondent agrees to the following: By signing this CAFO, Respondent certifies that from the date of its signature, Respondent will not sell, offer for sale, introduce, or deliver for introduction, into commerce, or import (or cause any of the foregoing with respect to) any new nonroad vehicle or nonroad engine unless such vehicle or engine is covered by a COC or is properly exempted.

#### **Effect of Consent Agreement and Attached Final Order**

46. In accord with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts alleged above.
47. Penalties paid pursuant to this Consent Agreement are not deductible for federal tax purposes. 28 U.S.C. § 162(f).
48. This CAFO applies to and is binding upon the Complainant and Respondent. Successors and assigns of Respondent are also bound if they are owned, in whole or in part, directly or indirectly, or otherwise controlled by Respondent. Nothing in the previous sentence adversely affects any right of the EPA under applicable law to assert successor or assignee liability against Respondent's successors or assignees.
49. Nothing in this Consent Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the CAA or other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

50. The EPA reserves the right to revoke this Consent Agreement and accompanying settlement penalty if and to the extent the EPA finds, after signing this Consent Agreement, that any information provided by Respondent was or is materially false or inaccurate, and the EPA reserves the right to pursue, assess, and enforce legal and equitable remedies for the Alleged Violations of Law. The EPA shall give Respondent written notice of such termination, which will be effective upon mailing.
51. The Parties agree to submit this Consent Agreement to the Environmental Appeals Board with a request that it be incorporated into a Final Order.

**Effective Date**

52. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to the Respondent. This Consent Agreement and attached Final Order shall become effective after execution of the Final Order by the Environmental Appeals Board and filing with the Hearing Clerk.

**APPENDIX A**

PACIFIC RIM INTERNATIONAL WEST, INC. VIOLATIONS OF 42 U.S.C § 7522  
FOR THE PERIOD OF OCTOBER 1, 2020, THROUGH DECEMBER 31, 2022, FOR IMPORTING, OFFERING  
FOR SALE, OR SALE OF 61,741 DIRT BIKES NOT COVERED BY A CERTIFICATE OF CONFORMITY

<b>Importer</b>	<b>Competition Exemption Number</b>	<b>Model Year</b>	<b>Model Type</b>	<b>Quantity Approved in Exemption</b>	<b>Quantity Listed on Quarterly Reports</b>	<b>Quantity Imported in Excess of Approved Amount</b>
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	T2	20	60	40
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	T4	20	25	5
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	K6-R	150	100	0
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	K2	150	1579	1429
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	K4	150	548	398
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	K6	150	319	169
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	KMB	150	244	94
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	TSD110	150	0	0
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	TS125	150	0	0
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	K5	20	0	0
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	KT250	150	425	275

<b>Importer</b>	<b>Competition Exemption Number</b>	<b>Model Year</b>	<b>Model Type</b>	<b>Quantity Approved in Exemption</b>	<b>Quantity Listed on Quarterly Reports</b>	<b>Quantity Imported in Excess of Approved Amount</b>
Pacific Rim International West Inc.	2020-JULY-MCATV-COMP-13397	2021	K6 EFI	60	137	77
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13580	2021	PAD60-1	650	352	0
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13580	2021	PAD70-1	120	0	0
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13580	2021	PAD12 5-1F	650	2395	1745
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13580	2021	PAD12 5-3	650	2352	1702
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13580	2021	PAD12 5-2	120	0	0
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13610	2021	KXD70 1A	3050	23721	20671
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13610	2021	KXD70 6A	2020	7453	5433
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13610	2021	KXD00 8A	510	629	119
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13610	2021	KXD70 2A	510	434	0
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13610	2021	KXD00 8A ES	510	384	0



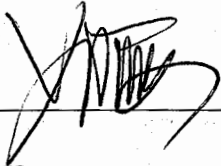
<b>Importer</b>	<b>Competition Exemption Number</b>	<b>Model Year</b>	<b>Model Type</b>	<b>Quantity Approved in Exemption</b>	<b>Quantity Listed on Quarterly Reports</b>	<b>Quantity Imported in Excess of Approved Amount</b>
Pacific Rim International West Inc.	2020-SEPTEMBER-MCATV-COMP-13610	2021	KXD70 1A ES	510	1860	1350
Pacific Rim International West Inc.	2020-NOVEMBER-MCATV-M-13834	2021	PAD60 -1	400	1015	615
Pacific Rim International West Inc.	2021-APRIL-MCATV-M-14407	2022	KMB6 0	200	5104	4904
Pacific Rim International West Inc.	2021-APRIL-MCATV-M-14407	2022	TS90	200	4485	4285
Pacific Rim International West Inc.	2021-APRIL-MCATV-M-14407	2022	TSD11 0	50	0	0
Pacific Rim International West Inc.	2021-APRIL-MCATV-M-14407	2022	TD125	200	4487	4287
Pacific Rim International West Inc.	2021-APRIL-MCATV-M-14407	2022	TT125	200	3059	2859
Pacific Rim International West Inc.	2021-APRIL-MCATV-M-14407	2022	TT140	200	3214	3014
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD50 -1P	1000	6824	5824
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD50 -2	1000	1330	330
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PPB50-1P	100	209	109
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD50 -3	100	0	0
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PPB50-1ES	100	0	0

<b>Importer</b>	<b>Competition Exemption Number</b>	<b>Model Year</b>	<b>Model Type</b>	<b>Quantity Approved in Exemption</b>	<b>Quantity Listed on Quarterly Reports</b>	<b>Quantity Imported in Excess of Approved Amount</b>
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD50-1ES	100	147	47
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD60-1	300	1520	1220
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD50-8	100	0	0
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD12 5-2	500	0	0
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD12 5-3	500	0	0
Pacific Rim International West Inc.	2021-AUGUST-MCATV-M-14966	2022	PAD12 5-1F	500	0	0
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD60-1	50	0	0
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD70-1	50	0	0
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD12 5-1F	500	768	268
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD12 5-3	500	644	144
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD12 5-2	50	0	0
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD12 5-V2	300	0	0

<b>Importer</b>	<b>Competition Exemption Number</b>	<b>Model Year</b>	<b>Model Type</b>	<b>Quantity Approved in Exemption</b>	<b>Quantity Listed on Quarterly Reports</b>	<b>Quantity Imported in Excess of Approved Amount</b>
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD140-V2	300	340	40
Pacific Rim International West Inc.	2021-NOVEMBER-MCATV-COMP-15306	2022	PAD190-V2	50	338	288
Pacific Rim International West Inc.	2022-MARCH-MCATV-M-16060	2022	PAD50-1Z	200	0	0
<b>TOTAL</b>				<b>18,370</b>	<b>76,501</b>	<b>61,741</b>

The foregoing Consent Agreement in the matter of Pacific Rim International West, Inc.,  
Docket No. CAA-2025-8718, is Hereby Stipulated, Agreed, and Approved for Entry.

**For Pacific Rim International West, Inc.:**



Signature

6/20/2025

Date

Wendy Yu  
General Manager  
10580 Mulberry Ave,  
Fontana, CA 92337

Respondent's Federal Tax Identification Number: 84-1721391

**For Complainant:**

**MARY GREENE** Digitally signed by MARY  
GREENE  
Date: 2025.07.16 09:10:23 -04'00'

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Mary E. Greene, Director  
Air Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., N.W.  
Washington, DC 20460-0001

## **CERTIFICATE OF SERVICE**

I certify that copies of the foregoing “Consent Agreement” and “Final Order,” in the matter of Pacific Rim International West, Inc., Docket No. CAA-2025-8718, were sent to the following persons in the manner indicated:

### **By Email:**

William M. Guerry Jr., Of Counsel  
Kelley Drye & Warren LLP  
wguerry@kelleydrye.com

Kayla Steinberg  
Office of Civil Enforcement  
U.S. EPA Office of Enforcement and  
Compliance Assurance  
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Patrick S. Chang  
Senior Counsel