

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103**

**In the Matter of:**

U.S. EPA-REGION 3-RHC  
FILED-25FEB2020PM12:58

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**Docket No. CAA-03-2020-0053**

**CZM USA, CORP.**

:

**Proceeding under CAA Section 205(c)(1)**

**Respondent.**

:

**CONSENT AGREEMENT**

**PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, Region III ("EPA" or "Complainant"), and CZM USA, CORP. ("CZM" or "Respondent") (collectively the "Parties"), pursuant to Section 205(c)(1) of the Clean Air Act (the "CAA" or "Act"), 42 U.S.C. § 7524(c)(1), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules"), as codified at 40 C.F.R. Part 22. Section 205(c)(1) of the Act authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated it to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "CAFO") resolve Complainant's civil penalty claims against Respondent under Section 205(c)(1) of the Act for the violations alleged herein.



2. Respondent is a corporation organized under the laws of the State of Georgia. Respondent, founded in Brazil in 1976, is the leading specialized foundation equipment manufacturer in South America, with an American Division (known as “CZM Foundation Equipment”) located at 145 Industrial Blvd., Pembroke, Georgia.
3. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.
4. The EPA alleges that between July 31, 2015, and April 9, 2018, Respondent sold, offered for sale, introduced into commerce, delivered for introduction into commerce, imported (or caused the foregoing with respect to) the Subject Equipment and Engines identified in Appendix A, in violation of section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1). The EPA alleges that these units are neither covered by a certificate of conformity, nor exempt from the CAA’s certification requirements.

### **JURISDICTION**

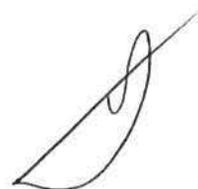
5. EPA has jurisdiction over the above-captioned matter as described in Paragraphs 1 herein.
6. This Consent Agreement is entered into under Section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1), and the Consolidated Rules, 40 C.F.R. Part 22.1(a)(2).

### **GENERAL PROVISIONS**

7. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CAFO.
8. Except as provided in Paragraph 7, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.



9. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
10. For purposes of this proceeding only Respondent hereby expressly waives its right to contest the allegations set forth in this CAFO and waives its right to appeal the accompanying Final Order.
11. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
12. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
13. Persons violating Section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), are subject to a civil penalty of up to \$37,500 for each violation that occurred prior to November 2, 2015, and up to \$47,357 for each violation that occurred on or after November 2, 2015. CAA § 205(a), 42 U.S.C. § 7524(a); 40 C.F.R. § 19.4.
14. For the purpose of this proceeding, Respondent:
  - (a) Agrees that this Consent Agreement states a claim upon which relief may be granted against Respondent;
  - (b) Acknowledges that this Consent Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
  - (c) 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 Consent Agreement, including any

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right of judicial review under Section 205(c)(5) of the CAA, 42 U.S.C. §7524(c)(5).

(d) Consents to personal jurisdiction in any action to enforce this Consent Agreement or Order, or both, in a United States District Court; and

(e) 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 compel compliance with the Consent Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

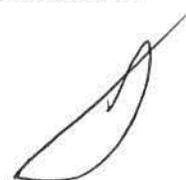
#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

15. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.

16. This proceeding arises under Part A of Title II of the Act, CAA §§ 202-219, 42 U.S.C. §§ 7521–7554, and the regulations promulgated thereunder. These laws aim to reduce emissions from mobile sources of air pollution, including particulate matter, non-methane hydrocarbons, oxides of nitrogen, and carbon monoxide. The alleged violations of law, stated below, concern nonroad compression-ignition (“CI”) engines.

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

18. “Manufacturer” means any person engaged in the manufacturing or assembling of new motor vehicles, new motor vehicle engines, new nonroad vehicles or new nonroad engines, or importing such vehicles or engines for resale, or who acts for and is under the control of



any such person in connection with the distribution of new motor vehicles, new motor vehicle engines, new nonroad vehicles or new nonroad engines, but shall not include any dealer with respect to new motor vehicles, new motor vehicle engines, new nonroad vehicles or new nonroad engines received by him in commerce. Section 216(1) of the CAA, 42 U.S.C. § 7550(1).

19. "Commerce" means (A) commerce between any place in any State and any place outside thereof; and (B) commerce wholly within the District of Columbia. Section 216(1) of the CAA, 42 U.S.C. § 7550(6).
20. "Nonroad engine" means an internal combustion engine (including the fuel system) that is not used in a motor vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 of this title or section 7521 of this title. Section 216(1) of the CAA, 42 U.S.C. § 7550(10). Pursuant to 40 C.F.R. § 1039.801 and 40 C.F.R. §1068.30, "Nonroad engine" includes any internal combustion engine:
- (1) In or on a piece of equipment that is self-propelled or serves a dual purpose by both propelling itself and performing another function (such as garden tractors, off-highway mobile cranes, and bulldozers); or
  - (2) In or on a piece of equipment that is intended to be propelled while performing its function (such as lawnmowers and string trimmers); or
  - (3) That, by itself or in or on a piece of equipment, is portable or transportable, meaning designed to be and capable of being carried or moved from one location to another. Indicia of transportability include, but are not limited to, wheels, skids, carrying handles, dolly, trailer, or platform.
22. "Compression-ignition" means relating to a type of reciprocating, internal-combustion engine that is not a spark-ignition engine. 40 C.F.R. § 1039.801.



23. "Certification" means obtaining a certificate of conformity ("COC") for an engine family complying with the nonroad CI engine emission standards and requirements. 40 C.F.R. § 1039.801.

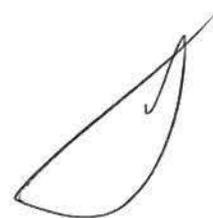
24. Manufacturers of new motor vehicles or motor vehicle engines must obtain a COC from EPA to sell, offer to sell, or introduce or deliver for introduction into commerce any new motor vehicle or motor vehicle engines in the United States. Section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1).

25. EPA issues COCs to vehicle manufacturers (or in the case of an engine for import, any person) under Section 206(a)(3)(A) of the CAA, 42 U.S.C. §7525(a)(3)(A), to certify that a particular group of motor vehicles (or engines) conform to applicable EPA requirements governing motor vehicle or engine emissions.

26. Section 213 of the CAA, 42 U.S.C. § 7548, requires EPA to issue requirements and regulations governing nonroad vehicle or engine emissions and requires that they be enforced in the same manner as requirements for motor vehicles and motor vehicle engines.

27. EPA's Regulations for Control of Emissions from New and In-use Nonroad CI Engines, 40 C.F.R. Part 1039, set exhaust emissions standards for new nonroad diesel engines and establish testing, certification, and labeling requirements starting with model year 2012 for engines between 56 and 130 kW.

28. The General Provisions for Nonroad Programs at 40 C.F.R. § 1068.101(a)(5) prohibit any person from importing into the United States any new nonroad engine unless such engine is covered by an EPA-issued COC and bears a permanently affixed EPA Emission Control Information ("ECI") label or is properly exempted or excluded from the certification requirements.



29. The EPA ECI label, among other things, must be attached in such a manner that it cannot be removed without destroying or defacing the label and must contain specified information including the manufacturer's name, trademark, engine family, fuel type, and the date of manufacture (i.e., day (optional), month and year). 40 C.F.R. § 1039.135(b).

30. The General Provisions at 40 C.F.R. Part 1068 require that engines installed in new nonroad equipment be certified to standards in effect as of the manufacture date of the equipment, with limited exceptions for using up normal inventory of engines built before a change in emission standards. 40 C.F.R. §§ 1068.101(a)(1)(i) and 1068.105(a). In addition, the provisions at 40 C.F.R. Part 1039 specify that an imported nonroad engine that is not covered by a COC is considered new at the time of importation. 40 C.F.R. § 1039.801(*new nonroad engine*).

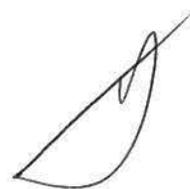
31. Respondent is a person, as that term is defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

32. The Subject Equipment and Engines identified in Appendix A to this Consent Agreement are nonroad CI engines, as defined above, and are subject to the emission standards and compliance provisions of the CAA and its regulations. Sections 203 and 213(d) of the CAA, 42 U.S.C. §§ 7522, 7547(d).

33. In response to EPA's request, Respondent provided documentation regarding the Subject Equipment and Engines identified in Appendix A, together with other information including Respondent's business structure and the identity of its business affiliates.

34. Respondent is a "Manufacturer", as that term is defined in Section 216(1) of the CAA, 42U.S.C. §7550(1).

35. Respondent's responses to EPA's request for information indicate that Respondent manufactured and imported into the United States all of the Subject Equipment and Engines identified in Appendix A.

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36. Respondent sold, introduced into United States commerce, delivered for introduction into United States commerce (or caused the foregoing with respect to) every one of the Subject Equipment and Engines.

37. The labels affixed to the Subject Equipment and Engines indicate that the units were not covered by an EPA-issued COC, and that they were for export use only, as required under 40 C.F.R 1068.230(c).

38. Under Section 1068.230(b), the temporary export exemption covering engines/equipment that are produced for export is automatically void if those engines/equipment are sold or offered for sale to an ultimate purchaser in the United States.

**Count I**  
**Introduction of Subject Equipment and Engines into U.S. Commerce Without Certification of Conformity or Exemption**

39. The allegations of Paragraphs 1 through 38 of this Consent Agreement are incorporated by reference as if fully set forth at length.

40. The EPA alleges that, between July 31, 2015, and April 9, 2018, Respondent sold, offered for sale, introduced into commerce, and delivered for introduction into commerce (or caused the foregoing with respect to) the Subject Equipment and Engines. The EPA alleges that these units are neither covered by an EPA-issued COC, nor were they exempt or excluded from the CAA's certification requirements.

41. The Subject Equipment and Engines were produced by Respondent for export, and then sold or offered for sale to an ultimate purchaser in the United States, which caused the temporary export exemption to become automatically void.

42. By selling, offering for sale, introducing into commerce, and delivering for introduction into commerce the Subject Equipment and Engines in the United States without a required COC or exemption from the certification requirements, Respondent violated Sections 203(a)(1) and



213(d) of the CAA, 42 U.S.C. §§ 7522(a)(1) and 7547(d) and the regulations set forth at 40 C.F.R. §1068.101(a)(1), and the Respondent is consequently subject to the assessment of civil penalties under section 205(c) of the CAA, 42 U.S.C. §7524(c).

**CIVIL PENALTY**

43. In settlement of EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of TWO HUNDRED AND SIXTY-THREE THOUSAND, FIVE HUNDRED AND TWENTY-EIGHT DOLLARS (\$263,528), which Respondent shall be liable to pay in accordance with the terms set forth below.

44. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in CAA, Section 205(c)(2) of the CAA, 42 U.S.C. § 7524(c)(2), which include the gravity of the violation, the economic benefit or savings (if any) resulting from the violation, the size of the violator's business, the violator's history of compliance with this subchapter, action taken to remedy the violation, the effect of the penalty on the violator's ability to continue in business, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's Clean Air Act Mobile Source Civil Penalty Policy – Vehicle and Engine Certification Requirements (Jan. 16, 2009) which reflects the statutory penalty criteria and factors set forth at CAA, Section 205(c)(2), and the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

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45. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:

- a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action, *i.e.*, EPA Docket No. CAA-03-2020-0053;
- b. All checks shall be made payable to the "United States Treasury";
- c. All payments made by check and sent by regular mail shall be addressed and mailed to:  

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000
- d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:  

<https://www.epa.gov/financial/makepayment>
- e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously to:

Dennis M. Abraham  
Senior Assistant Regional Counsel  
U.S. EPA, Region III (3RC30)  
1650 Arch Street  
Philadelphia, PA 19103-2029  
[abraham.dennis@epa.gov](mailto:abraham.dennis@epa.gov)

46. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below.

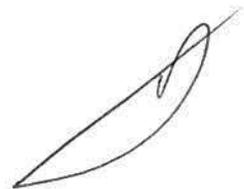


Accordingly, Respondent's failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.

47. Payment of the civil penalty is due and payable to the United States within 30 calendar days following the issuance of the attached Final Order (i.e., the Effective Date of this Consent Agreement and attached Final Order), upon receipt by Respondent of a true and correct copy of the fully executed and filed CAFO. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed CAFO, with a date stamp indicating the date on which the CAFO was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).

48. INTEREST: In accordance with 40 C.F.R § 13.11(a)(1), interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of the fully executed and filed CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R § 13.11(a).

49. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.

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49. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

50. If Respondent fails to make a full and complete payment of the civil penalty in accordance with this CAFO, the entire unpaid balance of the penalty shall become immediately due and owing. Failure by Respondent to pay the CAA civil penalty assessed by the Final Order in full in accordance with this CAFO may subject Respondent to a civil action to collect the assessed penalty, plus interest, pursuant to Section 205 of the CAA, 42 U.S.C. § 7524. In any such collection action, the validity, amount and appropriateness of the penalty shall not be subject to review.

51. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this CAFO.

#### **GENERAL SETTLEMENT CONDITIONS**

52. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and represents that, to the best of Respondent's knowledge and belief, this CAFO does not contain any confidential business information or personally identifiable information from Respondent.

53. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations



made by Respondent to the EPA regarding matters relevant to this CAFO, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

54. Any information provided pursuant to this Consent Agreement may be used by the Complainant in any proceeding to enforce the provisions of this Consent Agreement and as otherwise permitted by law.

#### **CERTIFICATION OF COMPLIANCE**

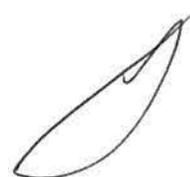
55. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

#### **EFFECTIVE DATE**

56. The effective date of this CAFO is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

#### **ENTIRE AGREEMENT**

57. This CAFO constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this CAFO.



**OTHER APPLICABLE LAWS**

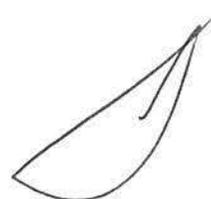
58. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CAA, or any regulations promulgated thereunder.

**RESERVATION OF RIGHTS**

59. This CAFO resolves only EPA's claims for civil penalties for the specific violation[s] alleged against Respondent in this CAFO. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). EPA reserves any rights and remedies available to it under the CAA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this CAFO after its effective date.

**EXECUTION/PARTIES BOUND**

60. This CAFO shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this CAFO.



In the Matter of: CZM USA, CORP.  
EPA Docket No. CAA-03-2020-0053

FOR RESPONDENT:

CZM USA, CORP.

  
Name

01/27/2020  
Date

Printed Name: MARCOS CLO

Title: VP SALES & MARKETING / OWNER

Address: 16001 COLLINS AVE. APT 3302  
SUNNY ISLES BEACH - FL - 33160

In the Matter of: CZM USA, CORP.  
EPA Docket No. CAA-03-2020-0053

FOR COMPLAINANT:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

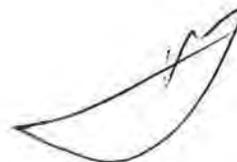
Date: FEB 21 2020

By:   
Karen Melvin  
Director, Enforcement and Compliance  
Assurance Division  
U.S. EPA – Region III  
Complainant

Attorney for Complainant:

Date: 2-4-2020

By:   
Dennis M. Abraham  
Senior Assistant Regional Counsel  
U.S. EPA – Region III



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103**

**In the Matter of:** : U.S. EPA-REGION 3-RHC  
FILED-25FEB2020PM12:58  
: **Docket No. CAA-03-2020-0053**  
:  
**CZM USA, CORP.** : **Proceeding under CAA Section 205(c)(1)**  
**Respondent.** :

**FINAL ORDER**

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, CZM USA, CORP., have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22, Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's Clean Air Act Mobile Source Civil Penalty Policy – Vehicle and Engine Certification Requirements (Jan. 16, 2009) which reflects the statutory penalty criteria and factors set forth at CAA, Section 205(c)(2), and the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19.

**NOW, THEREFORE, PURSUANT TO** Sections 205(c)(1) of the Clean Air Act, 42 U.S.C. Section 7524(c)(1), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of TWO HUNDRED AND SIXTY-THREE THOUSAND, FIVE HUNDRED AND TWENTY-EIGHT DOLLARS (\$263,528), in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the Clean Air Act and the regulations promulgated thereunder.

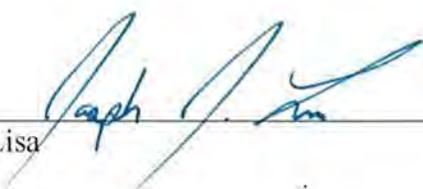


In the Matter of: CZM USA, CORP.  
EPA Docket No. CAA-03-2020-0053

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

Feb. 25, 2020

Date  
Regional Judicial and Presiding Officer  
U.S. EPA Region III

  
\_\_\_\_\_  
Joseph J. Lisa



Appendix A:

In the Matter of CZM USA, CORP. [EPA Docket No. CAA-03-2020-0053]

Subject Equipment and Engines

| #  | Model Year | Model         | Excavator Base  | Equipment Serial # | Engine Serial # | Label       | Entry #       | Entry Date |
|----|------------|---------------|-----------------|--------------------|-----------------|-------------|---------------|------------|
| 1  | 2015       | CZM EK125     | CAT 320D        | NBT00833           | D7A06874        | Export only | M96-21397030  | 7/31/2015  |
| 2  | 2016       | CZM EK125     | CAT 320D        | K2200105           | BD600839        | Export only | M96-21442323  | 3/2/2016   |
| 3  | 2016       | CZM EK125 HH  | CAT 320D        | K2200108           | BD600760        | Export only | M96-8100296-7 | 9/9/2016   |
| 4  | 2016       | CZM EK125     | CAT 320D        | K2200107           | BD600842        | Export only | M96-8100551-5 | 10/26/2016 |
| 5  | 2017       | CZM EK125 CFA | CAT 320D        | XAN10070           | M8Z00322        | Export only | M96-81033012  | 1/18/2018  |
| 6  | 2017       | CZM EM500     | John Deere 160G | 1F9160GXC HD055089 | J04045B71 0180  | Export only | M96-81028418  | 11/9/2017  |
| 7  | 2017       | CZM EK65      | John Deere 160G | 1F9160GXH HD055096 | J04045B71 0680  | Export only | M96-81037435  | 3/6/2018   |
| 8  | 2017       | CZM EK125     | CAT 320D        | XAN10047           | M8Z00299        | Export only | M96-8104020-7 | 4/9/2018   |
| 9  | 2015       | CZM EK90      | CAT 320D        | NBT00715           | D7A04718        | Export only | M96-21397030  | 7/31/2015  |
| 10 | 2016       | CZM EK90      | CAT 320D        | K2200106           | BD600843        | Export only | M96-6100019-7 | 4/1/2016   |



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103**

**In the Matter of:** :  
: **Docket No. CAA-03-2020-0053**  
:  
**CZM USA, CORP.** : **Proceeding under CAA Section 205(c)(1)**  
**Respondent.** :

**CERTIFICATE OF SERVICE**

I certify that on FEB 25 2020, the original and one (1) copy of the foregoing *Consent Agreement and Final Order*, were filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copy served via Certified Mail, Return Receipt Requested, to:

Peter A. Quinter, Esq.  
Chair, Customs and International Trade Law Group  
GrayRobinson, P.A.  
333 SE 2nd Avenue  
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Copies served via Hand Delivery or Inter-Office Mail to:

Dennis M. Abraham  
Senior Assistant Regional Counsel  
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U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 1910



Dated: FEB 25 2020

Berwin Esperto

Regional Hearing Clerk

U.S. Environmental Protection Agency, Region III

TRACKING NUMBERS: 70172620 0000 91433214

