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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 715 P Street, Sacramento, California 95814, and iBUYPOWER, with a place of business at 529 N. Baldwin Park Boulevard, City of Industry, California 91746, 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),¹ 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) iBUYPOWER sells several models of computers that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) iBUYPOWER computers are subject to the testing, efficiency, marking, and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From January 2019 to January 2023, iBUYPOWER sold or offered for sale in California through retailers or distributors high expandability computers, and the CEC alleged that these systems were not listed in MAEDbS as required in section 1606 and/or did not meet the efficiency standards set forth in section 1605.3(v)(6) when tested using the appropriate test method as described in section 1604(v). From January 2019 to January 2023, iBUYPOWER sold or offered for sale in California through retailers or distributors notebook computers and mobile gaming systems, and the CEC alleged that these systems were not listed in MAEDbS as required in section 1606.

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

(6) Based on the above Recitals, CEC, through administrative adjudication, could impose penalties for each violation alleged, obtain injunctive relief to prohibit iBUYPOWER from continuing to sell or offer for sale, non-compliant computers 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 amount of an administrative civil penalty:

- 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. This information will be considered to reduce the administrative civil penalty amount, should a responsible person or persons elect to provide asset, liability, and net worth documentation to the Executive Director to demonstrate that a reduction in a penalty amount is necessary to avoid an undue burden.

(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 iBUYPOWER cooperated with CEC in the investigation by promptly testing and certifying the units; by removing the non-compliant units from the California market; by correcting the Windows power setting for affected computer models to ensure the display transitions into sleep mode within the required time period of inactivity for any units produced moving forward and contacting consumers of existing affected computer units about how to manually correct the setting; by providing to CEC sales data of non-compliant units; and by providing to CEC additional information requested by CEC. The efforts by iBUYPOWER saved CEC time and resources in investigating the violations and minimized the asserted impacts on the competitive business environment, energy consumption, and the environment in California, from the non-compliant units.

(9) iBUYPOWER 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, discharging any and all other claims, causes of action, charges, complaints, demands, actions, and liabilities arising out of or related to the violations identified in the terms of this Agreement, including but not limited to administrative adjudication, litigation, mediation, or arbitration except as may be necessary to enforce this Agreement. The Parties understand and agree that neither the payment of any sum of money nor the execution of this Agreement by the Parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by iBUYPOWER.

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 iBUYPOWER agree as follows:

(1) This Agreement covers the iBUYPOWER brand computer models listed in the attachment.

(2) For selling or offering for sale in California, the computers identified in paragraph I(5), whose model numbers are identified in the attachment, that allegedly did not meet the energy efficiency standards prescribed by section 1605.3 and/or were allegedly not certified to MAEDbS as required by section 1606, and, in consideration of the factors listed in paragraph I(7) and I(8) above iBUYPOWER shall pay as an administrative civil penalty the total sum of \$400,000.00. Payment shall be made by electronic transfer to the California Energy Commission, in two monthly payments of \$200,000.00 each, as shown below:

| Payment Number | Due Date | Amount |
|----------------|-------------------|--------------|
| 1 | September 1, 2023 | \$200,000.00 |
| 2 | October 1, 2023 | \$200,000.00 |

Banking information and instructions necessary to complete the electronic transfer shall be provided by CEC.

Effect of untimely payment: If any payment is more than 15 days late, the entire remaining balance becomes immediately due and payable. In addition, if CEC takes action to enforce this Agreement, iBUYPOWER shall pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorney's fees, and costs.

It is agreed that if iBUYPOWER, including its subsidiary or parent company, at any time becomes insolvent, or makes an assignment for the benefit of creditors or similar action adversely involving iBUYPOWER, its subsidiary, or parent company, or a proceeding or petition under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt, or receivership law or statute is filed by or against iBUYPOWER, its subsidiary, or parent company, or a trustee in bankruptcy, custodian, receiver or agent is appointed or authorized to take charge of any of iBUYPOWER's, its subsidiary's, or parent company's properties, or if any deposit account or other property of iBUYPOWER's, its subsidiary, or parent company be attempted to be obtained or held by writ of execution, garnishment, attachment, condemnation, levy, forfeiture or other legal process, or iBUYPOWER, its subsidiary, or parent company takes any action to authorize any of the foregoing, the entire remaining balance becomes immediately due and payable without notice or demand.

(3) iBUYPOWER 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 iBUYPOWER and its principals, officers, directors, receivers, trustees, employees, successors and assignees, subsidiary and parent corporations, and upon CEC and any predecessor or 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 iBUYPOWER and its parent corporation, principals, directors, officers, agents, employees, shareholders, subsidiaries, predecessors, and successors from any and all claims for alleged violations of sections 1601, 1604, 1605.3, 1606, 1608 (efficiency, marking, certification), and 1609, 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 iBUYPOWER 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 iBUYPOWER 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) iBUYPOWER 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 iBUYPOWER 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: 8/26/2023

iBUYPOWER

By:  _____
Name: Darren Su
Title: Executive Vice President
Date: 8/21/23

Attachment

High Expandability Computer Models:

| | | |
|-----------------------------------|---|-------------|
| AMD Gaming PC Configurator 1 | Intel Z690 DDR4 Snowblind Configurator | SLHRG216 |
| AMD Gaming PC Configurator 2 | Intel Z690 DDR5 Pro Gaming PC | SLHRG217 |
| AMD Gaming PC DDR5 Configurator 3 | Intel Z690 i7 DDR4 PC Configurator | SLHRG218 |
| AMD Gaming PC DDR5 Configurator 4 | Intel Z690 i9 DDR5 PC Configurator | SLHRG219 |
| AMD Ryzen 5000 Streaming PC | Intel Z690 Revolt 3 ITX Configurator | SLHRG220 |
| AMD Ryzen 7 5000 Series PC | Intel Z690 Revolt 3 ITX DDR5 Configurator | SLHRG221 |
| AMD Ryzen 7000 Extreme Gaming PC | IWBG213 | SLHRR208 |
| AMD Ryzen 7000 Gaming X PC | LCMBG220 | SLMBG208 |
| AMD Ryzen 7000 Ultra Gaming PC | LCMBG221 | SLMBG211 |
| AMD Ryzen 9 5000 Series PC | LCMRG208 | SLMBG217 |
| AMD Ryzen 9 Creator PC | Revolt 3 i7BG12 | SLMBG218 |
| AMD Ryzen Gaming PC | RSRG201 | SLMBG219 |
| AMD Ryzen Gaming X PC | RSRG202 | SLMRG205 |
| AMD Ryzen Power Up PC | RSRG203 | SLMRG208 |
| AMD Ryzen Starter Gaming PC | S6MBG201 | SLMRG209 |
| ECL Pro Plus | S6MRG201 | SMRVBG201 |
| ECL Pro Plus II | Slate5MR 215A | SMRVBG202 |
| Element Hybrid | Slate5MR 241i | SMRVRG204 |
| Element Hybrid Max | Slate5MR 254i | TraceMR2030 |
| EMRRG211 | SlateMESH2070 | TraceMR2040 |
| EMRRR207 | SlateMR 281a | TraceMR257i |
| G259A663 | SlateMR1000W11 | TraceMR258i |
| Hakos Baelz | SlateMR2000 | TraceMR288A |
| Hakos Baelz Pro | SlateMR2010 | Y60BG201 |
| Intel 12th Gen DDR5 Creator PC | SlateMR213i | Y60BG202 |
| Intel 12th Gen Gaming PC | SlateMR241i | Y60BG203 |
| Intel 12th Gen Ultra Gaming PC | SlateMR243i | 234i |
| Intel 13th Gen DDR4 Starter PC | SlateMR276i | 236i |
| Intel 13th Gen DDR5 Gaming PC | SLHBG204 | 245i |

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|-------------------------------------|----------|------|
| Intel 13th Gen DDR5 Performance PC | SLHBG209 | 246i |
| Intel 13th Gen Extreme Gaming PC | SLHBG215 | 247i |
| Intel Gaming PC DDR4 Configurator 1 | SLHBG216 | 249i |
| Intel Gaming PC DDR4 Configurator 2 | SLHBG219 | 250i |
| Intel Gaming PC DDR5 Configurator 3 | SLHBG220 | 253i |
| Intel Gaming PC DDR5 Configurator 4 | SLHBG221 | 254i |
| Intel Z690 DDR4 Advance Gaming PC | SLHRG212 | 281i |
| Intel Z690 DDR4 Gaming X | SLHRG214 | |

Notebook Computer Models:

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| NP7860J | NP7880J | NP7880P |
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Mobile Gaming System Models:

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| NP8872N | NP8872T |
|---------|---------|