

<b>DOCKETED</b>	
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<b>Project Title:</b>	Settlement Agreements
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<b>Document Title:</b>	Dell Technologies, Inc Settlement Agreement and Release
<b>Description:</b>	N/A
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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 Dell Technologies Inc. (Dell), with a place of business at One Dell Way, Round Rock, Texas 78782, 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 ability to enjoin sales of models that are not certified into MAEDbS, as set forth in section 1608, and the issuance of administrative civil penalties under section 1609.

(3) Dell manufactures several models of Dell brand computers that it sells or offers for sale in California.

(4) Dell 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 August 2022, Dell sold or offered for sale in California configurations of desktop computers, high expandability computers, mobile gaming systems, mobile workstations, notebook computers, rack-mounted workstations, thin clients, and workstations, that were not listed by basic model in MAEDbS.

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<sup>1</sup> 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 Dell from continuing to sell or offer for sale, non-certified computers in California, and take any other enforcement action as allowed by law.

(7) CEC acknowledges that none of the models that are the subject of this Agreement are alleged by the CEC to be in violation of applicable energy efficiency standards.

(8) 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.

(9) 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 Dell cooperated with CEC in the investigation promptly testing, certifying, and marking the units, and by providing to CEC sales data of non-certified units. The efforts by Dell saved CEC time and resources in investigating the alleged violations and minimized the impacts on the competitive business environment in California, from the non-certified units.

(10) Dell is willing to enter into this Agreement solely for the purpose of settlement and resolution of this matter with CEC without any admission of wrongdoing or liability. 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 Dell agree as follows:


- (1) This Agreement covers the Dell computer configurations 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 were not certified to MAEDbS, and, in consideration of the factors listed in paragraph I(7) and I(8) above, Dell shall pay as an administrative civil penalty the total sum of \$260,370.00 by electronic transfer to CEC by May 1, 2024. Banking information and instructions necessary to complete the electronic transfer shall be provided by CEC.
- (3) Dell also agrees to take each of the following actions for any and all regulated computers it will sell or offer for sale in California:
  - a. Test each configuration if the energy use characteristics are modified by variations in the basic model elements, utilizing the applicable test method, to ensure conformance with the Appliance Efficiency Regulations.
  - b. Certify all models in MAEDbS, and ensure listings are kept current and up to date.
  - c. Mark the units and make available product certification information in the product documentation.
- (4) This Agreement shall apply to and be binding upon Dell 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 Dell and its parent corporation, principals, directors, officers, agents, employees, shareholders, subsidiaries, predecessors, and successors from any and all claims for violations of the Title 20 Appliance Efficiency Regulations, including relating to the determination of and certification of basic models, testing of models, and marking requirements, relating to the time frame and appliances identified in paragraph I(5), whose model numbers are identified in the Attachment to this Settlement Agreement.
- (6) This Agreement constitutes the entire agreement and understanding between CEC and Dell 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 Dell 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) Dell 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 Dell 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: 4/16/2024

**Dell Technologies Inc.**

By:   
Name: Michael Murphy  
Title: Vice President, Global Product Compliance  
Date: 8 April 2024

**Attachment**

Desktop Computers:

Alienware Aurora R12_1000W	Inspiron 3891_260W	OptiPlex 7000 Micro_130W
Alienware Aurora R12_550W	Inspiron 3910_180W	OptiPlex 7000 Micro_90W
Alienware Aurora R12_550W L	Inspiron 3910_240W	OptiPlex 7000 SFF_240W
	INSPIRON 5490 AIO_90W	OptiPlex 7000 SFF_260W
Alienware Aurora R13_1000W	INSPIRON 7790 AIO_90W	OptiPlex 7050 Micro_65W
Alienware Aurora R13_460W	OptiPlex 3000 Micro_65W	OptiPlex 7060 Micro_65W
Alienware Aurora R13_460W L	OptiPlex 3000 SFF_180W	OptiPlex 7060 Micro_90W
	OptiPlex 3000 Tower_180W	OptiPlex 7060 SFF_260W
Alienware Aurora R13_750W	OptiPlex 3000 Tower_240W	OptiPlex 7060 SFF_300W
Alienware Aurora R13_750W L	OptiPlex 3050 AIO_130W	OptiPlex 7060 Tower_260W
	OptiPlex 3060 Micro_130W	OptiPlex 7070 Micro_90W
Alienware Aurora Ryzen 1000W	OptiPlex 3060 Micro_90W	OptiPlex 7070 SFF_300W
	OptiPlex 3060 SFF_260W	OptiPlex 7071 Tower_260W
Alienware Aurora Ryzen_550W	OptiPlex 3060 SFF_300W	OptiPlex 7080 Micro_130W
DELL G5 DT_360W	OptiPlex 3060 Tower_260W	OptiPlex 7080 Micro_130W_D
INSPIRON 22-3275_45W	OptiPlex 5000 Micro_90W	OptiPlex 7080 Micro_90W
INSPIRON 22-3277_65W	OptiPlex 5000 SFF_240W	OptiPlex 7090 Micro_130W
INSPIRON 22-3280_90W	OptiPlex 5000 SFF_260W	OptiPlex 7090 Micro_130W_D
Inspiron 24 5410 All-in-One_90W	OptiPlex 5000 Tower_240W	OptiPlex 7090 Micro_90W
	OptiPlex 5000 Tower_260W	OptiPlex 7400 AIO_160W
INSPIRON 24-3475_45W	OptiPlex 5060 Micro_130W	OptiPlex 7480 AIO_160W
INSPIRON 24-3477_65W	OptiPlex 5060 Micro_65W	OptiPlex 7490 AIO_160W
INSPIRON 24-3480_90W	OptiPlex 5060 SFF_260W	Precision 3260 Compact_180W
Inspiron 24-5400_90W	OptiPlex 5060 SFF_300W	Vostro 3670_290W
INSPIRON 24-5475_130W	OptiPlex 5060 Tower_260W	Vostro 3671_290W
INSPIRON 24-5477_130W	OptiPlex 5090 Micro_90W	XPS 8950_1000W
Inspiron 27 7710 All-in-One_90W	OptiPlex 5090 Tower_260W	XPS 8950_460W
	OptiPlex 5090 Tower_300W	XPS 8950_460W_L
INSPIRON 27-7777_130W	OptiPlex 5260 AIO_240W	XPS 8950_750W
INSPIRON 3670_290W	OptiPlex 5400 AIO_155W	XPS 8950_750W_L
INSPIRON 3671_290W		

High Expandability Computers:

Alienware Aurora R12 1000W	Alienware Aurora Ryzen R14 750W L
Alienware Aurora R13 1000W	Alienware Aurora Ryzen 1000W
Alienware Aurora R13 750W	XPS 8950 1000W
Alienware Aurora R13 750W L	XPS 8950 750W
Alienware Aurora Ryzen R14 1kW	XPS 8950 750W L
Alienware Aurora Ryzen R14 750W	

Mobile Gaming Systems:

Alienware m15 R6 180W	Dell G15 Special Edition 5521 180W	ALIENWARE AREA-51M 180W
Alienware m15 R7 AMD 180W	Dell G16 7620 180W	ALIENWARE M15 R2 180W
Alienware m15 Ryzen Edition R5 180W	ALIENWARE 13 R3 180W	ALIENWARE M15 R2 130W
Alienware m17 130W	ALIENWARE 17 51MR2 240W	Alienware m15 R3 180W
Alienware x17 R1 330W	ALIENWARE 17 51MR2 180W	Alienware m15 R3 130W
Alienware x17 R2 330W	ALIENWARE 17 R5 240W	ALIENWARE M17 R2 180W
Dell G15 5510 180W	ALIENWARE 17 R5 180W	ALIENWARE M17 R2 130W
Dell G15 5511 180W	ALIENWARE AREA-51M 240W	DELL G15 5515 AMD EDITION 180W
Dell G15 5520 180W		Dell G5 5590 130W
Dell G15 5525 180W		DELL G7 7590 130W

Mobile Workstations:

Precision 7770 180W	Precision 7670 180W	Precision 5550 90W
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Notebook Computers:

ALIENWARE M15 R2 130W	Alienware m15 Ryzen Edition R5 180W	DELL G15 5515 AMD EDITION 180W
ALIENWARE M15 R2 180W	ALIENWARE M17 R2 130W	Dell G15 5520 180W
Alienware m15 R3 130W	ALIENWARE M17 R2 180W	Dell G15 5525 180W
Alienware m15 R3 180W	Alienware m17 130W	Dell G15 Special Edition 5521 180W
Alienware m15 R6 180W	Dell G15 5510 180W	Dell G16 7620 180W
Alienware m15 R7 AMD 180W	Dell G15 5511 180W	DELL G3 3500 130W

DELL G5 5500_180W	INSPIRON 5584_45W	Latitude 5421_90W
DELL G5 5587_130W	INSPIRON 5585_45W	Latitude 5430 Rugged
Dell G5 5590_130W	INSPIRON 5591 2N1_45W	WWAN_65W
DELL G7 7588_130W	INSPIRON 5593_45W	Latitude 5430 Rugged_65W
DELL G7 7590_130W	INSPIRON 5594_45W	Latitude 5431_90W
INSPIRON 15-3567_45W	INSPIRON 5770_45W	Latitude 5491_90W
INSPIRON 15-3576_45W	INSPIRON 7472_45W	Latitude 5500_65W
INSPIRON 15-5566_45W	INSPIRON 7501_90W	Latitude 5501_90W
INSPIRON 15-5567_45W	Inspiron 7506 2n1_65W	Latitude 5510_65W
INSPIRON 15-5567_65W	INSPIRON 7567_130W	Latitude 5511_130W
Inspiron 15-7573_45W	INSPIRON 7577_130W	Latitude 5520_65W
Inspiron 16 7610_90W	INSPIRON 7577_180W	Latitude 5520_90W
INSPIRON 17-5765_45W	INSPIRON 7580_65W	Latitude 5521_90W
INSPIRON 17-5765_65W	INSPIRON 7590 2N1_90W	Latitude 5530_60W
INSPIRON 3480_45W	INSPIRON 7591 2N1_65W	Latitude 5530_65W
INSPIRON 3481_45W	INSPIRON 7591_90W	Latitude 5531_90W
Inspiron 3493_45W	Latitude 12 Rugged	Latitude 5591_90W
INSPIRON 3501_65W	Extreme_45W	Latitude 7200 2-in-1_45W
INSPIRON 3580_45W	Latitude 14 Rugged	Latitude 7200 2-in-1_65W
INSPIRON 3581_45W	Extreme_45W	Latitude 7210 2-in-1_45W
INSPIRON 3583_45W	Latitude 14 Rugged_45W	Latitude 7210 2-in-1_65W
INSPIRON 3584_45W	Latitude 3410_45W	LATITUDE 7285_45W
INSPIRON 3590_45W	Latitude 5289_65W	Latitude 7300_65W
INSPIRON 3593_45W	Latitude 5289_90W	Latitude 7310_65W
INSPIRON 3780_45W	LATITUDE 5290 2-IN-1_45W	Latitude 7320 2-in-1_65W
INSPIRON 3781_45W	Latitude 5300_90W	Latitude 7320_65W
INSPIRON 3790_45W	Latitude 5310 2-in-1_90W	Latitude 7389_65W
INSPIRON 3793_45W	Latitude 5310_90W	Latitude 7389_90W
INSPIRON 5400 2N1_45W	Latitude 5320_60W	Latitude 7390 2-in-1_45W
INSPIRON 5406 2N1_45W	Latitude 5320_90W	Latitude 7390 2-in-1_65W
INSPIRON 5480_45W	Latitude 5330_60W	Latitude 7400 2-in-1_90W
INSPIRON 5482_45W	Latitude 5330_90W	Latitude 7400_65W
INSPIRON 5491 2N1_45W	Latitude 5400_65W	Latitude 7410_65W
INSPIRON 5493_45W	Latitude 5401_90W	Latitude 7420_65W
INSPIRON 5570_45W	Latitude 5410_65W	Latitude 7480_90W
INSPIRON 5580_45W	Latitude 5411_130W	Latitude 7520_65W
INSPIRON 5582_45W	Latitude 5420_65W	Latitude 9330_60W



Latitude 9330_90W	Precision 3571_90W	Vostro 3584_45W
Latitude 9410_65W	Precision 5470_90W	Vostro 3590_45W
Latitude 9420_60W	Precision 5560_90W	Vostro 5370_45W
Latitude 9420_90W	Precision 5570_90W	Vostro 5370_54W
Latitude 9520_60W	Precision 5750_90W	Vostro 5401_45W
Latitude 9520_90W	Precision 5760_90W	Vostro 5471_45W
Precision 3470_90W	Precision 5770_90W	Vostro 5471_54W
Precision 3540_65W	Precision 7510	Vostro 5490_45W
Precision 3541_90W	Vostro 15-3568_45W	Vostro 5501_45W
Precision 3550_65W	Vostro 15-5568_45W	Vostro 5502_45W
Precision 3551_130W	Vostro 3400_45W	Vostro 5590_45W
Precision 3560_65W	Vostro 3480_45W	Vostro 7590_90W
Precision 3560_90W	Vostro 3481_45W	XPS 15 9500_90W
Precision 3561_90W	Vostro 3490_45W	XPS 15-9510_90W
Precision 3570_130W	Vostro 3500_45W	XPS 15-9520_90W
Precision 3570_65W	Vostro 3583_45W	XPS 9315_45W

Rack-Mounted Workstations:

Dell Precision 7920 Rack_1100W_x1	Dell Precision 7920 XL Rack_1100W_x1
Dell Precision 7920 Rack_1600W_x1	Dell Precision 7920 XL Rack_1600W_x1
Dell Precision 7920 Rack_1600W_x2	Dell Precision 7920 XL Rack_1600W_x2

Thin Clients: 

Wyse 3040_24W	Wyse 5070_90W
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Workstations:

Precision 3240 Compact_180W	Precision 3650 Tower_550W	Precision 3660 XE Tower_300W
Precision 3450 XE SFF_300W	Precision 3650 XE Tower_300W	Precision 3660 XE Tower_500W
Precision 3620 Tower_365W	Precision 3650 XE Tower_460W	Precision 3660 XE Tower_750W
Precision 3630 Tower_300W	Precision 3650 XE Tower_550W	Precision 5820 Tower_425W
Precision 3630 Tower_850W	Precision 3660 Tower_300W	Precision 5820 XL Tower_425W
Precision 3640 Tower_300W	Precision 3660 Tower_500W	
Precision 3640 Tower_460W	Precision 3660 Tower_750W	
Precision 3650 Tower_300W		
Precision 3650 Tower_460W		