

**DOCKETED**

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<b>Project Title:</b>	Settlement Agreements
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<b>Filer:</b>	Wendy Maienknecht
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<b>Docketed Date:</b>	2/6/2026

## **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 GE Appliances, (GEA), with a place of business at 4000 Buechel Bank Road, Louisville, KY 40225, collectively referred to as the Parties.

### **I. RECITALS**

(1) CEC's Appliance Efficiency Regulations at California Code of Regulations, Title 20, Article 4, sections 1601-1609 (Appliance Efficiency Regulations),<sup>1</sup> set forth the requirements to sell or offer for sale regulated appliances in California. The pertinent requirements include:

- Testing: The appliance is tested as required in section 1603, using the applicable test method set forth in section 1604.
- Efficiency: The appliance meets the required efficiency standards set forth in sections 1605.2 or 1605.3.
- Marking: The appliance is correctly marked and labeled as required under section 1607.
- Certification: The appliance is certified to CEC and appears in CEC's most recent Modernized Appliance Efficiency Database System (MAEDbS) as required under section 1606.

(2) CEC's enforcement authority includes the removal of non-complying appliances from MAEDbS, as set forth in section 1608, and the issuance of administrative civil penalties under section 1609.

(3) GEA manufactures several models of Café, GE, Haier, GE Profile, Hotpoint, Crosley, and Monogram brand gas cooking products that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) GEA gas cooking products are subject to the marking and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From July 2020 to July 2024, GEA sold or offered for sale in California through retailers or distributors gas cooking products that were not listed in MAEDbS as required in section 1606.

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

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

(7) California Public Resources Code section 25402.11(a)(2) identifies the following factors CEC shall consider when determining the amount of an administrative civil penalty:

- The nature and seriousness of the violation.
- The number of violations.
- The persistence of the violation.
- The length of time over which the violation occurred.
- The willfulness of the violation.
- The violator's assets, liabilities, and net worth.
- The harm to consumers and to the state that resulted from the amount of energy wasted due to the violation.

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

(9) GEA is willing to enter into this Agreement solely for the purpose of settlement and resolution of this matter with CEC. CEC accepts this Agreement in termination of this matter. Accordingly, the Parties agree to resolve this matter completely by means of this Agreement, without the need for administrative adjudication.

(10) Nothing contained in this Settlement Agreement, nor any actions taken by the Parties in performance of their obligations hereunder, shall be construed as an admission of liability, wrongdoing, fault, violation of law, or violation of any regulation rights by Respondent or any of its current or former officers, directors, employees, agents, contractors, or affiliated entities. The Parties expressly acknowledge and agree that this Agreement is entered into solely for the purpose of avoiding the uncertainty, burden, and expense of potential litigation or other proceedings, and that neither the execution of this Agreement, nor any conduct, statements, acts or omissions in negotiating or implementing this Agreement, may be offered or admitted as evidence in any proceeding as an admission of liability, wrongdoing, or violation of any law, rule, or regulation by Respondent. Respondent expressly denies any and all allegations of wrongdoing and maintains that all of its actions and those of its personnel have been lawful and proper. The Parties further agree that this non-admission

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of liability provision is a material and essential term of this Agreement, without which this Agreement would not have been reached.

## **II. TERMS AND RELEASE**

- (1) This Agreement covers the GEA gas cooking products listed in the attachment.
- (2) For selling or offering for sale in California, gas cooking products identified in paragraph I(5), whose model numbers are identified in the attachment, that were not certified to MAEDbS as required by section 1606, and, in consideration of the factors listed in paragraph I(7) and I(8) above, GEA shall pay as an administrative civil penalty the total sum of \$76,500.00 by electronic transfer to CEC within 60 days of this agreement being fully executed. Banking information and instructions necessary to complete the electronic transfer shall be provided by CEC within 5 business days after this agreement is fully executed.
- (3) GEA 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 GEA 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 GEA and its parent corporation, principals, directors, officers, agents, employees, shareholders, subsidiaries, predecessors, and successors from any and all claims for violations of section 1608 (efficiency, marking, certification), relating to the 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 GEA 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 GEA concerning these claims.
- (7) No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or

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any portion thereof, shall be valid or enforceable unless it is in writing and signed by all Parties to this Agreement.

(8) GEA 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.

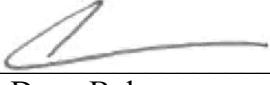
(11) Each provision of this Agreement is severable, and in the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement remains in full force and effect.

(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 GEA 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: 2/5/2026

**GE Appliances**

By:   
Name: Lalania Gilkey-Johnson  
Title: General Counsel & Secretary  
Date: January 29, 2026

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**Attachment**

**Café Brand Models**

C2S900M2NS5	C2Y366P4MW2	CGP60362TS1	CGS700P4MW2	CGU486P2MS1
C2S900P2MS1	C2Y366P4TW2	CGP70302NS1	CGS750M2NS5	CGU486P2TS1
C2S900P3MD1	C2Y366P5TG2	CGP70362NS1	CGS750P2MS1	CGU486P3TD1
C2S900P4MW2	C2Y486P2MS1	CGP95302MS1	CGS750P3MD1	CGU486P4TW2
C2S950M2NS5	C2Y486P2TS1	CGP95303MS2	CGS750P4MW2	CGU486SDLSS
C2S950P2MS1	C2Y486P3TD1	CGP9530SLSS	CGS986EELDS	CGY366P2MS1
C2S950P3MD1	C2Y486P4TW2	CGP95362MS1	CGS986SELSS	CGY366P2TS1
C2S950P4MW2	CGB500P2MS1	CGP95363MS2	CGS995SELSS	CGY366P3MD1
C2Y366P2MS1	CGB500P3MD1	CGP9536SLSS	CGU366P2MS1	CGY366P3TD1
C2Y366P2TS1	CGB550P2MS1	CGS700M2NS5	CGU366P2TS1	CGY366P4MW2
C2Y366P3MD1	CGB550P3MD1	CGS700P2MS1	CGU366P3TD1	CGY366P4TW2
C2Y366P3TD1	CGP60302TS1	CGS700P3MD1	CGU366P4TW2	

**GE Profile Series Brand Models**

P2B935YPFS	PGB935BPTS	PGP6036STSS	PGP9036SLSS	PGS930YPFS
P2B940SEJSS	PGB935YPFS	PGP7030BMTS	PGP9830DJBB	PGS960BELTS
P2S930SELSS	PGB940SEJSS	PGP7030DLBB	PGP9830DRBB	PGS960EELES
P2S930YPFS	PGB960BEJTS	PGP7030DLWW	PGP9830SJSS	PGS960FELDS
PGB911BEJTS	PGB960EEJES	PGP7030SLSS	PGP9830SRSS	PGS960SELSS
PGB911EEJES	PGB960FEJDS	PGP7036BMTS	PGP9830TJWW	PGS960YPFS
PGB911FEJDS	PGB960SEJSS	PGP7036DLBB	PGS930BELTS	
PGB911SEJSS	PGB965BPTS	PGP7036DLWW	PGS930BPTS	
PGB911ZEJSS	PGB965YPFS	PGP7036SLSS	PGS930FELDS	
PGB930SEJSS	PGP6030STSS	PGP9030SLSS	PGS930SELSS	

**Haier Brand Models**

QGAS740RMSS	QGSS740RNSS	HCC2230AGS	HCR2250AGS	HCR6250AGS
QGSS740BNTS				

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**GE Brand Models**

GGF400PVBB	JGB645EEKES	JGB735DPWW	JGBS62DEKBB	JGP5530SLSS
GGF400PVSS	JGB645SEKSS	JGB735EPES	JGBS62DEKWW	JGP5536DLBB
GGF400PVWW	JGB660DEJBB	JGB735FPDS	JGBS62REKSS	JGP5536SLSS
GGF500PVBB	JGB660DEJWW	JGB735SPSS	JGBS66DEKBB	JGRP20BEJBB
GGF500PVES	JGB660DPBB	JGB860BEJTS	JGBS66DEKWW	JGRP20SENSS
GGF500PVSS	JGB660DPWW	JGB860DEJBB	JGBS66EEKES	JGRP20WEJWW
GGF500PVWW	JGB660EEJES	JGB860DEJWW	JGBS66FEKDS	JGS760BELTS
GGF600AVBB	JGB660EPES	JGB860EEJES	JGBS66REKSS	JGS760DELBB
GGF600AVES	JGB660FEJDS	JGB860FEJDS	JGBS86EPES	JGS760DELWW
GGF600AVFS	JGB660FPDS	JGB860SEJSS	JGBS86SPSS	JGS760DPBB
GGF600AVSS	JGB660SEJSS	JGBS10DEMBB	JGP3030DLBB	JGS760DPWW
GGF600AVWW	JGB660SPSS	JGBS10DEMWW	JGP3030DLWW	JGS760EELES
GGS500PVSS	JGB660YPFS	JGBS30DEKBB	JGP3030SLSS	JGS760EPES
GGS500SVSS	JGB700BEJTS	JGBS30DEKWW	JGP3036DLBB	JGS760FELDS
GGS600AVDS	JGB700DEJBB	JGBS30REKSS	JGP3036DLWW	JGS760FPDS
GGS600AVES	JGB700DEJWW	JGBS30RETSS	JGP3036SLSS	JGS760SELSS
GGS600AVFS	JGB700EEJES	JGBS60DEKBB	JGP3530DLBB	JGS760SPSS
GGS600AVWW	JGB700FEJDS	JGBS60DEKCC	JGP3530DLWW	JGSS61SPSS
GGS60LAVFS	JGB700SEJSS	JGBS60DEKWW	JGP3530SLSS	JGSS66EELES
JGAS640RMSS	JGB720BEJTS	JGBS60GEKSA	JGP5030DLBB	JGSS66FELDS
JGB450DEKWW	JGB720EEJES	JGBS60REKSS	JGP5030SLSS	JGSS66SELSS
JGB635DEKBB	JGB720FEJDS	JGBS61DPBB	JGP5036DLBB	JGSS86SPSS
JGB635DEKWW	JGB720SEJSS	JGBS61DPWW	JGP5036SLSS	
JGB635REKSS	JGB735DPBB	JGBS61RPSS	JGP5530DLBB	

**Hotpoint Brand Models**

RGA724EKWH	RGAS300DMWW	RGBS100DMWW	RGBS300DMBB	RGBS330DRBB
RGAS200DMWW	RGBS100DMBB	RGBS200DMWW	RGBS300DMWW	RGBS330DRWW
RGBS400DMBB	RGBS400DMWW			

**Crosley Brand Models**

VGBS100DMWW	XGB635DEKBB	XGB635DEKWW	XGB635REKSS	XGBS400DMBB
XGBS400DMWW	XGF300SMBB	XGF300SMWW		

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**Monogram Brand Models**

ZDP304NPSS	ZDP484NGPSS	ZGP304NTSS	ZGP366NTSS	ZGU366NTSS
ZDP304NTSS	ZDP484NGTSS	ZGP364LDNSS	ZGP486LDNSS	ZGU36ESLSS
ZDP364NDNSS	ZDP486NDNSS	ZGP364LDRSS	ZGP486LDRSS	ZGU36RSLSS
ZDP364NDPSS	ZDP486NDPSS	ZGP364NDNSS	ZGP486NDNSS	ZGU486NDPSS
ZDP364NDTSS	ZDP486NDTSS	ZGP364NDRSS	ZGP486NDRSS	ZGU486NDTSS
ZDP364NRNSS	ZDP486NRNSS	ZGP364NDTSS	ZGP486NDTSS	ZHP304ETVSS
ZDP366NNSS	ZDP486NRPSS	ZGP366LNSS	ZGU30RSLSS	ZHP365ETVSS
ZDP366NPSS	ZGG300NPSS	ZGP366LRSS	ZGU364NDPSS	
ZDP366NTSS	ZGP304LRSS	ZGP366NNSS	ZGU364NDTSS	
ZDP484NGNSS	ZGP304NRSS	ZGP366NRSS	ZGU366NPSS	