

**DOCKETED**

<b>Docket Number:</b>	16-ENFORCE-03
<b>Project Title:</b>	Settlement Agreements
<b>TN #:</b>	270959
<b>Document Title:</b>	Eileen Grays, LLC Settlement Agreement and Release
<b>Description:</b>	N/A
<b>Filer:</b>	Wendy Maienknecht
<b>Organization:</b>	California Energy Commission
<b>Submitter Role:</b>	Commission Staff
<b>Submission Date:</b>	6/24/2026 10:00:21 AM
<b>Docketed Date:</b>	6/24/2026

## 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 Eileen Grays, LLC (Eileen Grays) with a place of business at 29667 Owensmouth Avenue, Chatsworth, California 91311, 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) Eileen Grays manufactures, distributes and sells several models of Parrot Uncle ceiling fans, ceiling fan light kits, lavatory faucets, kitchen faucets and showerheads that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) Parrot Uncle ceiling fans, ceiling fan light kits, lavatory faucets, kitchen faucets and showerheads are subject to the testing, efficiency, marking, and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From October 2020 to October 2024, Eileen Grays sold or offered for sale in California through retailers or distributors, ceiling fans, ceiling fan light kits, lavatory faucets, kitchen faucets and showerheads that were not listed in MAEDbS as required in section 1606, and kitchen faucets and showerheads that did not meet the efficiency standards set forth in section 1605.3(h) when tested using the appropriate test method as described in section 1604(h), and were not marked as required in section

---

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

1607.

(6) Based on the above Recitals, CEC, through administrative adjudication, could impose penalties for each violation alleged, obtain injunctive relief to prohibit Eileen Grays from continuing to sell or offer for sale, non-compliant ceiling fans, ceiling fan light kits, lavatory faucets, kitchen faucets and showerheads 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 Eileen Grays cooperated with CEC in the investigation by promptly testing, certifying, and marking the units; removing non-compliant units from the California market; and by providing to CEC sales data of non-compliant units. The efforts by Eileen Grays saved CEC time and resources in investigating the violations and minimized the impacts on the environment, the competitive business environment, and energy consumption in California, from the non-compliant units.

(9) Eileen Grays 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.

## **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 Eileen Grays agree as follows:

(1) This Agreement covers the Eileen Grays ceiling fans, ceiling fan light kits, lavatory faucets, kitchen faucets and showerheads listed in Attachment A.

(2) For selling or offering for sale in California, ceiling fans, ceiling fan light kits, lavatory faucets, kitchen faucets and showerheads identified in paragraph I(5), whose model numbers are identified in Attachment A, that did not meet the energy efficiency standards prescribed by section 1605.3, were not certified to MAEDbS as required by section 1606, and were not marked per section 1607 and, in consideration of the factors listed in paragraph I(7) and I(8) above, Eileen Grays shall pay as an administrative civil penalty the total sum of \$85,000.00. Payment shall be made by electronic transfer payable to the California Energy Commission, in four monthly payments of \$21,250.00 each, as shown below:

<b>Payment Number</b>	<b>Due Date</b>	<b>Amount</b>
1	July 1, 2026	\$21,250.00
2	September 1, 2026	\$21,250.00
3	November 1, 2026	\$21,250.00
4	January 1, 2027	\$21,250.00

Payment shall be made by the applicable due date, and sent with the corresponding remittance statement.

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, Eileen Grays shall pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorney's fees, and costs.

It is agreed that if Eileen Grays, 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 Eileen Grays, 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 Eileen Grays, its subsidiary, or parent company, or a trustee in bankruptcy, custodian, receiver or agent is appointed or authorized to take charge of any of Eileen Grays's, its subsidiary's, or parent company's properties, or if any deposit account or other property of Eileen Grays'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 Eileen Grays, 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) Eileen Grays 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. In addition to complying with all other applicable testing requirements Eileen Grays will not package, mark, or provide products with instructions directing the user to an alternative water-use setting that would exceed the applicable efficiency standards. Instructions related to the maintenance of the product, including changing or cleaning showerhead components, shall direct the user on how to return the device to the flow rate provided by the applicable efficiency standard.

- 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 Eileen Grays 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 Eileen Grays 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 Attachment A.

(6) This Agreement constitutes the entire agreement and understanding between CEC and Eileen Grays 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 Eileen Grays 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) Eileen Grays 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

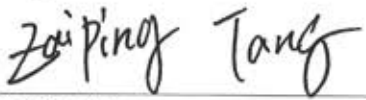
this Agreement shall be filed in the Superior Court of California, County of Sacramento.

- (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 Eileen Grays 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: 6/22/2026

**Eileen Grays LLC**

By:   
Name: Zaiping Tang  
Title: CEO  
Date: 06-12-2026

**Attachment**

Lavatory Faucets:

A-916430-B-2	JK-RBF65020BG
AL129144N	A-916430-Chrome

Kitchen Faucets:

1325-33N-SS-US	RPKF21010MB
----------------	-------------

Showerheads:

JK-RCS85003BBG	JK-RWST81003BG
A-95010-C	JK-RCS85010MB
A-95010-ORB	A-95016-Black

Ceiling Fans:

F6331110V	F3518110V-LN	F4723-SMART-LN
F8254110V	F3520110V	F4722-SMART-LN
F6108110V	F3516110V	F6309110V
1725A2-BK	F4707BK110V	F6331110V-LN
F8311BKS110V-LN	F4601WY-SMART-LN	530173SQ-SMART-LN
F8221110V	F4706BK110V	F6315110V-LN
F8228CH110V-LN	F4601WY110V	F6321110V-LN
F8248BV110V-LN	F6306110V	F6222MB110V
F8282110V-LN	F6310110V	F6115-SMART-LN
F3527110V-LN	F6357-SMART-LN	F6333110V-LN
F6329110V-LN	F8311BK110V-LN	F4606110V
BBWY2021006	F6297110V	F4103110V
F6215110V-LN	F6222FD110V	F4201WH110V
F6107110V	W1891110661-PU	F4201110V-C
BBCF590GRT-LN	W1187118697-PU	F4201110V

BBHTD20170J-BK	F3504SN110V-PU	F4103WOW110V
BBHTD20170J-WH	F3511110V-PU	F6230110V-PU
F8310BK110V-LN	F3508A110V-PU	F6298110V-PU
F8310110V-LN	F3602110V	F4801110V
F8307110V-LN	F4701110V	F6238110V-PU
F6287110V-PU	F6225ORB110V-PU	F6222110V
W1187118719-PU	F6278110V-PU	F6217110V
F6308110V-PU	F6288110V-PU	F6209MB110V-PU
F6301110V-PU	F6215110V	F6209110V
F6218BK110V-PU	F6236110V_PU	F6326110V-PU
F6217BK110V-PU	F6214110V	BBCPD1725A2-BK-PU
F6309110V-PU	F8218110V-PU	BBCPD1725A2-ORB-PU
F4503AG110V	F4011DF110V-A	F3501110V
F4201Y110V	F4011DF110V	F6213110V
F4704110V	F4011110V	F6168110V-PU
F4705110V	F4201BZ110V	F4201BK110V-C
F6218110V	F6253110V-PU	F3502110V-PU
F4201WH110V-B	AZ_4707	BBCPS1713-F-US
F6225110V	3502WH_FBA	EG_4601WY-SMART
F4201DF110V	BBCPS1713-F	F3531CH110V
F4201BK110V	F6315110V	F8319110V
F6225ORB110V	F6321110V	F8261
QAZM-P3501	F6367110V	F6363110V
QAZM-P3504A	530173SQ	F8311BKS110V

Ceiling Fan Light Kits

F3502Q110V	F8306110V
F6240Q110V	F8279110V
F6298SNQ110V	