

<b>DOCKETED</b>	
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<b>Project Title:</b>	Settlement Agreements
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<b>Document Title:</b>	KaTom Restaurant Supply 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
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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 KaTom Restaurant Supply, Inc. (KaTom), with a place of business at 305 KaTom Drive, Kodak, Tennessee 37764, 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) KaTom sells several models of MoTak automatic commercial ice makers, commercial refrigerators and freezers, commercial convection ovens, and wine coolers that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) KaTom automatic commercial ice makers, commercial refrigerators and freezers, commercial convection ovens, and wine coolers are subject to the testing, efficiency, marking, and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From June 2021 to June 2025, KaTom sold or offered for sale in California through retailers or distributors automatic commercial ice makers, commercial refrigerators and freezers, commercial convection ovens, and wine coolers, that were not listed in MAEDbS as required in section 1606.

(6) Based on the above Recitals, CEC, through administrative adjudication, could impose penalties for each violation alleged, obtain injunctive relief to prohibit KaTom from continuing to sell or offer for

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

sale, non-compliant automatic commercial ice makers, commercial refrigerators and freezers, commercial convection ovens, and wine coolers 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 KaTom cooperated with CEC in the investigation by promptly testing and certifying the units and by providing to CEC sales data of non-compliant units. The efforts by KaTom 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) KaTom 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. This Agreement does not constitute an admission of liability, wrongdoing, or any legal violation by KaTom or its affiliated parties. The Parties acknowledge that they are entering into this Agreement solely to avoid the uncertainty, burden, and cost of potential litigation. No statements, actions, or negotiations related to this Agreement may be used as evidence of fault or wrongdoing. KaTom denies all allegations and maintains that its conduct has been lawful. The Parties agree that this non-admission provision is a material and essential term of the Agreement.

## **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, and for purposes of settlement and resolution, without admission by KaTom of the allegations herein, or of any fault or wrongdoing, CEC and KaTom agree as follows:

(1) This Agreement covers the KaTom automatic commercial ice makers, commercial refrigerators

and freezers, commercial convection ovens, and wine coolers listed in the attachment.

(2) For selling or offering for sale in California, automatic commercial ice makers, commercial refrigerators and freezers, commercial convection ovens, and wine coolers identified in paragraph I(5), whose model numbers are listed 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, KaTom shall pay as an administrative civil penalty the total sum of \$250,000.00 by electronic transfer in 6 monthly payments as shown below. Banking information and instructions necessary to complete the electronic transfer shall be provided by CEC.

<b>Payment Number</b>	<b>Due Date</b>	<b>Amount</b>
1	July 1, 2026	\$42,000.00
2	August 1, 2026	\$42,000.00
3	September 1, 2026	\$42,000.00
4	October 1, 2026	\$42,000.00
5	November 1, 2026	\$41,000.00
6	December 1, 2026	\$41,000.00

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

It is agreed that if KaTom, 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 KaTom, 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 KaTom, its subsidiary, or parent company, or a trustee in bankruptcy, custodian, receiver or agent is appointed or authorized to take charge of any of KaTom's, its subsidiary's, or parent company's properties, or if any deposit account or other property of KaTom'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 KaTom, 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) KaTom 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 KaTom 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 KaTom 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 KaTom 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 KaTom 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) KaTom 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 KaTom 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: 06/18/2026

**KaTom Restaurant Supply, Inc.**

By:   
Name: PATRICIA BIBLE  
Title: CEO  
Date: 6/11/26

**Attachment**

Automatic Commercial Ice Maker:

PKM0535FA-161/PKB0535	PKM0535SA-161/PKB0535	PKM0335SA-161/PKB0535
PKU0155SA-161	PKU0155FA-161	

Commercial Convection Oven:

MCO-2-DBL	MECO-2-DBL-240	MDCO-1-SGL-N
MCO-1-SGL	MECO-1-SGL-240	MDCO-2-DBL-N
MECO-2-DBL-208	MECO-1-SGL-208	

Commercial Freezer:

MSD-2DF-BAL-X	MSD-1DF-BAL-12-X	MCF-5	MGD-1DF-26-HC
MSD-1DF-BAL-X	MGD-1DF-12-HC	MSD-142	MCF-24
MGD-1DF-23-HC	MSD-1DF-EC-HC	MCF-10	
MGD-1DF-16-HC	MWF-28-X	MSD-180	

Commercial Refrigerator:

MSD-2DR-BAL-X	MUR-28-X	MWR-48-X
MSD-3DR-BAL-X	MGD-2DR-36-HC	MBB-2D-70-G-X
MGD-2DR-47-X	MDC36-X	MBB-2D-60-X
MUR-48-X	MUR-36-X	MSD-1DR-EC-HC
MGD-1DR-23-X	MBST-50-X	MMC58-X
MUF-28-X	MBCBD-1-X	MBCBD-2-X
MDC79-X	MCBR36-D-X	MBB-1D-27-G-X
MGD-1DR-16-HC	MWR-36-X	MWR-28-X
MSD-1DR-BAL-12-X	MBB-2D-70-X	MCM7-X
MGD-1DR-25-X	MGD-1DR-12-HC	MCM5-X
MGD-1DR-21-X	MSD-2HDR-BAL-X	MMC34-X

Wine Cooler:

MXW-170WE	MXW-85	MXW-105
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