

DOCKETED	
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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 All Star Lighting Supplies, Inc. (All Star), with a place of business at 33 Randolph Avenue, Avenel, New Jersey 07001, 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) All Star distributes several models of Luxrite state-regulated light emitting diode (SLED) lamps and state-regulated small-diameter directional lamps (SDDLs) that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) Luxrite brand SLED lamps and SDDLs are subject to the testing, efficiency, marking, and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From May 2020 to May 2024, All Star sold or offered for sale in California through retailers or distributors SLED lamps and SDDLs, that were not listed in MAEDbS as required in section 1606, did not meet the efficiency standards set forth in section 1605.3(k)(3) when tested using the appropriate test method as described in section 1604(k), and were not marked as required in section 1607.

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

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

sale, non-compliant SLED lamps and SDDLs 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 All Star cooperated with CEC in the investigation by redesigning their products; certifying and marking the units; and notifying retailers and removing the non-compliant units from the California market. The efforts by All Star saved CEC time and resources in investigating the violations and minimized the impacts on the competitive business environment and energy consumption and the environment in California, from the non-compliant units.

(9) All Star 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 All Star agree as follows:

(1) This Agreement covers the following All Star SLED lamps and SDDLs listed in the attachment.

(2) For selling or offering for sale in California, SLED lamps and SDDLs identified in paragraph I(5), whose model numbers are identified in the attachment, 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, All Star shall pay as an administrative civil penalty the total sum of \$50,000.00. Payment shall be

made by electronic transfer payable to the California Energy Commission, in five monthly payments of \$10,000.00 each, as shown below:

Payment Number	Due Date	Amount
1	August 1, 2026	\$10,000.00
2	September 1, 2026	\$10,000.00
3	October 1, 2026	\$10,000.00
4	November 1, 2026	\$10,000.00
5	December 1, 2026	\$10,000.00

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

It is agreed that if All Star, 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 All Star, 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 All Star, its subsidiary, or parent company, or a trustee in bankruptcy, custodian, receiver or agent is appointed or authorized to take charge of any of All Star's, its subsidiary's, or parent company's properties, or if any deposit account or other property of All Star'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 All Star, 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) All Star 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. Use a new model number for any of the basic models described in II(1) that have been redesigned to meet energy efficiency standards.
- d. Add the required marking to the unit.

- (4) This Agreement shall apply to and be binding upon All Star 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 All Star 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 All Star 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 All Star 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) All Star 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 All Star 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: 07/25/2026

All Star Lighting Supplies, Inc.

By: 
Name: Jack Serhofer
Title: Vice President
Date: 7/20/26

**Attachment
Models**

SLED Lamp Models

LR21350	LR21431	LR21450	LR21478	LR21577	LR21610
LR21351	LR21432	LR21451	LR21479	LR21578	LR21611
LR21352	LR21433	LR21452	LR21480	LR21579	LR21612
LR21353	LR21405	LR21453	LR21481	LR21582	LR21613
LR21420	LR21434	LR21460	LR21483	LR21592	LR21614
LR21421	LR21440	LR21461	LR21552	LR21593	LR21616
LR21422	LR21441	LR21462	LR21553	LR21594	LR21619
LR21423	LR21442	LR21463	LR21562	LR21595	LR21620
LR21424	LR21443	LR21466	LR21563	LR21596	LR21623
LR21425	LR21444	LR21471	LR21572	LR21597	LR21625
LR21426	LR21445	LR21473	LR21573	LR21598	LR21626
LR21427	LR21446	LR21475	LR21574	LR21599	LR21627
LR21428	LR21447	LR21476	LR21575	LR21602	LR21628
LR21430	LR21448	LR21477	LR21576	LR21608	LR21632
LR21650	LR24693	LR31613	LR31825	LR31860	LR31882
LR21651	LR31600	LR31614	LR31840	LR31861	LR31883
LR21652	LR31601	LR31615	LR31841	LR31862	LR31885
LR21653	LR31602	LR31616	LR31842	LR31863	LR31886
LR21654	LR31603	LR31617	LR31843	LR31865	LR31881
LR21655	LR31604	LR31618	LR31844	LR31866	LR31880
LR21656	LR31605	LR31619	LR31845	LR31870	LR31855
LR21661	LR31606	LR31631	LR31850	LR31871	LR31857
LR21662	LR31607	LR31634	LR31851	LR31872	LR31824
LR21663	LR31608	LR31820	LR31852	LR31873	LR31612
LR21670	LR31609	LR31821	LR31853	LR31875	LR21673
LR21671	LR31610	LR31822	LR31854	LR31876	LR31823
LR21672	LR31611				

SDDL Models:

LR21400	LR21401	LR21402	LR21403	LR21404	LR21405
LR21406	LR21407				