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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 The Legacy Companies LLC (The Legacy Companies), with a place of business at 3355 Enterprise Avenue, Fort Lauderdale, Florida 33331, 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) The Legacy Companies manufactures several models of BevLes, Maxx Cold, Maxx Ice, and West Bend brand hot food holding cabinets, commercial refrigerators and freezers, non-commercial refrigerators and freezers, wine coolers, clothes washers, and clothes dryers that it sells or offers for sale in California, either directly or through retailers or distributors.

(4) The Legacy Companies hot food holding cabinets, commercial refrigerators and freezers, non-commercial refrigerators and freezers, wine coolers, clothes washers, and clothes dryers are subject to the testing, efficiency, marking, and certification requirements for this appliance class as described in paragraph I(1) above.

(5) From May 2021 to May 2025, The Legacy Companies' predecessors sold or offered for sale in California through retailers or distributors hot food holding cabinets, commercial refrigerators and freezers, non-commercial refrigerators and freezers, wine coolers, clothes washers, and clothes dryers,

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

that were not listed in MAEDbS as required in section 1606 and did not meet the efficiency standards set forth in section 1605.3(r)(2) when tested using the appropriate test method as described in section 1604(r).

(6) Based on the above Recitals, CEC, through administrative adjudication, could impose penalties for each violation alleged, obtain injunctive relief to prohibit The Legacy Companies from continuing to sell or offer for sale, non-compliant hot food holding cabinets, commercial refrigerators and freezers, non-commercial refrigerators and freezers, wine coolers, clothes washers, and clothes dryers 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 The Legacy Companies cooperated with CEC in the investigation by promptly testing and certifying the units; notifying retailers and removing the non-compliant units from the California market; and by providing to CEC sales data of non-compliant units. The efforts by The Legacy Companies saved CEC time and resources in investigating the violations and minimized the impacts on the energy consumption and the environment in California, from the non-compliant units. Also, The Legacy Companies demonstrated by providing financial information, that a higher penalty would cause it financial hardship. This documentation is confidential and CEC does not retain it in the regular course of business.

(9) The Legacy Companies purchased the assets of Greenfield World Trade, Inc. in June 2023. The alleged violations occurred prior to The Legacy Companies' acquisition. The Legacy Companies disputes and denies any liability arising from the facts as presented in the above recitals is willing to enter into this Agreement solely for the purpose of settlement and resolution of this matter with CEC. The Parties understand and agree that neither the payment of any sum of money pursuant to this Agreement nor the execution of this Agreement will constitute or be construed as an admission of any wrongdoing or liability by The Legacy Companies. 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 The Legacy Companies agree as follows:

(1) This Agreement covers The Legacy Companies hot food holding cabinets, commercial refrigerators and freezers, non-commercial refrigerators and freezers, wine coolers, clothes washers, and clothes dryers listed in the attachment.

(2) For selling or offering for sale in California, hot food holding cabinets, commercial refrigerators and freezers, non-commercial refrigerators and freezers, wine coolers, clothes washers, and clothes dryers 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 that, as to one model of hot food holding cabinet, did not meet the energy efficiency standards prescribed in section 1605.3(r)(2), and, in consideration of the factors listed in paragraph I(7) and I(8) above, The Legacy Companies shall pay as an administrative civil penalty the total sum of $180,000.00. Payment shall be made by electronic transfer to the California Energy Commission, in 10 monthly payments of $18,000.00 each, as shown below, except that in the event this Agreement becomes effective after the initial payment date, such payment shall be due at the time of the subsequent payment number:

Payment Number	Due Date	Amount
1	November 1, 2026	$18,000.00
2	December 1, 2026	$18,000.00
3	January 1, 2027	$18,000.00
4	February 1, 2027	$18,000.00
5	March 1, 2027	$18,000.00
6	April 1, 2027	$18,000.00
7	May 1, 2027	$18,000.00
8	June 1, 2027	$18,000.00
9	July 1, 2027	$18,000.00
10	August 1, 2027	$18,000.00

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

It is agreed that if The Legacy Companies, 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 The Legacy Companies, 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 The Legacy Companies, its subsidiary, or parent company, or a trustee in bankruptcy, custodian, receiver or agent is appointed or authorized to take charge of any of The Legacy Companies', its subsidiary's, or parent company's properties, or if any deposit account or other property of The Legacy Companies', 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 The Legacy Companies, 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) The Legacy Companies 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 The Legacy Companies 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 The Legacy Companies and its parent corporation, principals, directors, officers, agents, employees, shareholders, subsidiaries, predecessors, and successors from any and all claims for violations of section 1603, 1604, 1605.2, 1605.3, 1606, 1607, 1608 (efficiency, marking, certification), and 1609 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 The Legacy Companies 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 The Legacy Companies 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) The Legacy Companies 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 The Legacy Companies 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: 11/03/2026

The Legacy Companies LLC

By: _____
Name: Charles Steve Moore
Title: Chief Executive Officer
Date: October 5, 2026

Attachment

Clothes Dryers:

WB700EDMW	WB700GDMW	WB400FLDVW

Clothes Washers:

WB440TLWVW	WB220FLWVW

Hot Food Holding Cabinets:

HPC-6836	HCSS60W91	HTSS34W44	HPIDS-6834
HPC-7125-A	HCSS74W121	HTSS74P161	HTSS34W41
HPIC-6836	HCSS74W124	HTSS74W121	HTSS74W121-PT
HPIS-6836			

Commercial Freezers:

MXCF48UHC	MXGDM-50FBHC	MXM2-48FHC-ICE
MXCF-49FDHC	MXGDM-73FBHC	MXSF-23FDHC
MXF52F	MXM1-23FHC	MCFT-49FDHC
MXF71F	MXM1-23FHC-ICE	MXGDM-30FBHC

Non-Commercial Freezers:

WB0700CFMW

Commercial Refrigerators:

MCR3UHC

Wine Coolers:

MXCR50BHC	WB15600BCZBG	WB340WCNB	MCWC28HC	WB15600BCZSB

Non-Commercial Refrigerators:

WB0300RCR2XB	WB0300RCR2XR	WB0310RCRXRB	WB01430TMFVW
MCR3U-OHC	WB0310RCRXSG	WBRT73S	WBRT73W
WB0100TMFBW	WB0300RCR2XRB	WBR33W	MCR3UHC
WB0170ARTSS	WB0300RCR2XSG	WBR44W	WB01430TMFVSS
WB01800TMFDSS	WB0310RCRXB	WBRT31W	WB0310RCRXR
WB01800TMFDW			