

**BEFORE THE
U.S. DEPARTMENT OF ENERGY
WASHINGTON, D.C. 20585**

In the Matter of:

Barron Lighting Group, Inc.,
Respondent

Case Number: 2013-SE-5402

ORDER

By the General Counsel, U.S. Department of Energy:

1. In this Order, I adopt the attached Compromise Agreement entered into between the U.S. Department of Energy (“DOE”) and Barron Lighting Group, Inc. (“Respondent”). The Compromise Agreement resolves the case initiated to pursue a civil penalty for distributing in commerce in the United States metal halide lamp fixtures that failed to meet the applicable standard for energy conservation in 10 C.F.R. § 431.326.
2. DOE and Respondent have negotiated the terms of the Compromise Agreement that resolves this matter. A copy of the Compromise Agreement is attached hereto and incorporated by reference.
3. After reviewing the terms of the Compromise Agreement and evaluating the facts before me, I find that the public interest would be served by adopting the Compromise Agreement.
4. Based on the information in the case file and Respondent’s admission of facts establishing violations, I find that Respondent committed Prohibited Acts by distributing in commerce metal halide lamp fixtures that were not in conformity with the applicable energy conservation standard. *See* 42 U.S.C. § 6302; 10 C.F.R. §§ 429.102(a)(6), 431.326(a)(2).
5. Accordingly, pursuant to 10 C.F.R. § 429.120 and 42 U.S.C. § 6303, I **HEREBY ASSESS** a civil penalty of \$ 22,849 **AND ORDER** that the Compromise Agreement attached to this Order is adopted.

_____/S/_____
Steven P. Croley
General Counsel

_____3 / 22 / 16_____
Date

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)
Barron Lighting Group, Inc.,) Case Number: 2013-SE-5402
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)

COMPROMISE AGREEMENT

The U.S. Department of Energy (“DOE”) Office of the General Counsel, Office of Enforcement, initiated this action against Barron Lighting Group, Inc. (“Respondent”) pursuant to 10 C.F.R. § 429.122 by Notice of Proposed Civil Penalty alleging that Respondent had distributed in commerce in the United States metal halide lamp fixtures that did not conform to the applicable energy conservation standard. Respondent, on behalf of itself and any parent, subsidiary, division or other related entity, and DOE, by their authorized representatives, hereby enter into this Compromise Agreement for the purpose of settling this specific enforcement action.

I. DEFINITIONS

For the purposes of this Compromise Agreement, the following definitions apply:

- (a) “Act” means the Energy Policy and Conservation Act of 1975, as amended, 42 U.S.C. § 6291 *et seq.*
- (b) “Adopting Order” means an Order of the General Counsel adopting the terms of this Compromise Agreement without change, addition, deletion, or modification.
- (c) “Distribute in Commerce” or “Distribution in Commerce” means to sell in commerce, to import, to introduce or deliver for introduction into commerce, or to hold for sale or distribution after introduction into commerce;
- (d) “DOE” means the U.S. Department of Energy.
- (e) “DOE Rules” means DOE’s energy and water conservation regulations found in Title 10, Parts 429, 430, and 431 of the Code of Federal Regulations.
- (f) “Manufacture” means to manufacture, produce, assemble, or import.
- (g) “Notice” means the Notice of Proposed Civil Penalty DOE issued to Respondent on March 1, 2016, and captioned as case number 2013-SE-5402.
- (h) “Parties” means DOE and Respondent.
- (i) “Respondent” means Barron Lighting Group, Inc., and any parent, subsidiary, division or other related entity.

The Agreement further incorporates by reference all of the definitions set forth in 42 U.S.C. §§ 6291 and 6311 and 10 C.F.R. Parts 429, 430, and 431.

II. RECITALS

WHEREAS, pursuant to 42 U.S.C. § 6291 *et seq.*, DOE is responsible for promulgating and enforcing the energy and water conservation requirements set forth in DOE Rules; and

WHEREAS, DOE has promulgated energy conservation standards for metal halide lamp fixtures at 10 C.F.R. § 431.326; and

WHEREAS, on December 17, 2015, DOE issued a Notice of Noncompliance Determination finding that the following metal halide lamp fixture models, manufactured by Respondent, do not comply with the applicable energy conservation standard:

Barron Basic Model	Barron Individual Model
TL106EX-MH-250	TL106EX-MH-250-MT
TL106EXT-MH-400	TL106EXT-MH-400-MT TL106EXT-MH-400-MT-PC2FAC
TL110-MH-175	TL110-MH-175-MT TL110-MH-175-MT-S
TL110A-MH-175	TL110A-MH-175-MT-PC1FAC
TL110EX-MH-250	TL110EX-MH-250-MT TL110EX-MH-250-MT-PC1FAC
TL110EXT-MH-400	TL110EXT-MH-400-MT
TL111A-MH-175	TL111A-MH-175-MT-UD-RAW
TL113-MH-175	TL113-MH-175-MT-PC1FAC
TL117-MH-250	TL117-MH-250-MT-PC1FAC
TL121-MH-175	TL121-MH-175-MT
TL203-MH-400 ¹	TL203-MH-400-MT-PC1FAC TL203-MH-400-MT-SF
TL402-MH-175	TL402-MH-175-MT-QR150
TL406-MH-175	TL406-MH-175-MT-PMJB TL406-MH-175-MT-QR150
TL407-MH-175	TL407-MH-175-MT TL407-MH-175-MT-S

¹ This is the basic model Barron identified in its Excel worksheet; however, the sheet is labeled “TL203-MH-400-MT.” Another sheet, labeled TL203-MH-400, also lists TL203-MH-400 as the basic model.

Barron Basic Model	Barron Individual Model
TL500-MH-250	TL500-MH-250-MT-POD TL501-16-MH-250-MT TL501-22-MH-250-MT TL502-16-MH-250-MT TL502-16-MH-250-MT-QR150 TL503-22-MH-250-MT TL504-16-MH-250-MT TL504-16-MH-250-MT-UNI TL504-22-MH-250-MT TL504-22-MH-250-MT-UNI TL505-16-MH-250-MT TL505-22-MH-250-MT TL506-MH-250-MT
TL500-MH-400	TL500-MH-400-MT-OR-POD TL500-MH-400-MT-POD TL501-16-MH-400-MT TL501-16-MH-400-MT-QR150 TL501-16-MH-400-MT-UNI TL501-22-MH-400-MT TL502-16-MH-400-MT TL502-16-MH-400-MT-QR150 TL502-22-MH-400-MT TL502-22-MH-400-MT-LC3277L TL503-22-MH-400-MT TL504-22-MH-400-MT TL505-22-MH-400-MT TL506-MH-400-MT

; and

WHEREAS, each of these models is a “covered product”; and

WHEREAS, the energy conservation standards set forth in 10 C.F.R. § 431.326 apply to all units manufactured by Respondent on or after January 1, 2009; and

WHEREAS, on March 1, 2016, DOE initiated an action to assess a civil penalty for distributing these noncompliant models in commerce in the United States; and

WHEREAS, Respondent admits:

1. Beginning January 1, 2009, Respondent manufactured the following metal halide lamp fixture basic models:

Basic Model
TL110-MH-175
TL110EX-MH-250
TL110EXT-MH-400
TL500-MH-250

Basic Model
TL500-MH-400

- ;
2. These models are subject to the energy conservation standard set forth in 10 C.F.R. § 431.326(a)(2);
 3. These models do not comply with that energy conservation standard;
 4. Beginning March 1, 2011, Respondent distributed in commerce in the United States at least the following quantities of units of each corresponding model:

Basic Model	Quantity Distributed in U.S. Commerce March 2011–January 2016
TL110-MH-175	1
TL110EX-MH-250	97
TL110EXT-MH-400	161
TL500-MH-250	134
TL500-MH-400	36
Total	429

;

WHEREAS, DOE, pursuant to 42 U.S.C. §§ 6296, 6302, and 6303, and 10 C.F.R. Part 429, Subpart C, is authorized to assess civil monetary penalties against any manufacturer that knowingly distributes in commerce any new covered product that is not in conformity with an applicable energy conservation standard; and

WHEREAS, DOE, as the agency charged with developing and administering a balanced and coordinated national energy policy, concludes that this Compromise Agreement properly balances the policies recognized in the Energy Policy and Conservation Act and is the appropriate way to resolve this matter;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

III. TERMS OF THE AGREEMENT

1. **Adopting Order.** The Parties agree that the provisions of this Compromise Agreement are subject to final approval by the General Counsel by incorporation of such provisions by reference in the Adopting Order without change, addition, modification, or deletion.

2. **Obligations of Respondent.**

- a. If Respondent executes this Compromise Agreement and returns it to DOE within thirty (30) calendar days after the date of the Notice, Respondent agrees to pay the sum of \$22,849, as full satisfaction of the civil penalty proposed in the Notice, within thirty (30) calendar days of the issuance of an Adopting Order.
- b. Respondent agrees to abide by the terms of the Notice of Noncompliance Determination, issued on December 17, 2015, captioned under case number 2013-SE-5402.

3. **Obligations of DOE.**

- a. In express reliance on the covenants and representations in this Compromise Agreement and to avoid further expenditure of public resources, DOE agrees to accept Respondent's payment pursuant to paragraph III.2.a in full satisfaction of the civil penalty authorized by the Act.
 - b. DOE agrees to issue promptly an Adopting Order adopting this Agreement.
 - c. DOE agrees to terminate this enforcement action with prejudice upon Respondent's completion of its Obligations in accordance with paragraph III.2, above. If Respondent fails to complete its Obligations in accordance with paragraph III.2, above, DOE may notify Respondent that the Agreement is null and void and may seek the maximum penalty in accordance with 10 C.F.R. § 429.120.
4. **Jurisdiction.** This Compromise Agreement is entered pursuant to DOE's authority to interpret and enforce its rules for energy conservation and to enter into its own agreements interpreting and applying those rules. The Parties agree that DOE has jurisdiction over Respondent and primary jurisdiction over the matters contained in this Compromise Agreement and has the authority to enter into this Compromise Agreement.
5. **Effective Date.** The Parties agree that this Compromise Agreement will become effective on the date on which the General Counsel issues the Adopting Order. As of that date, the Adopting Order and this Compromise Agreement have the same force and effect as any other Order of the General Counsel. Any violation of the Adopting Order or of the terms of this Compromise Agreement constitutes a separate violation of an Agency Order, entitling DOE to exercise any rights and remedies attendant to the enforcement of an Agency Order.
6. **Payment Instructions and Late Payments.** Respondent agrees to make all payments in a timely manner and in a method set forth in the attached "Payment Instructions." Respondent acknowledges and agrees to comply with the "Late Payment" provisions provided therein.
7. **Limitations.** Nothing in this agreement binds any other agency of the United States government beyond DOE.
8. **Waivers.** Respondent agrees not to seek judicial review or otherwise contest or challenge the validity of the terms and penalties set out in this Compromise Agreement or the Notice associated with this case, including any right to judicial review that may be available to the Respondent. If either Party (or the United States on behalf of DOE) brings a judicial action to enforce the terms of this Compromise Agreement, neither Respondent nor DOE will contest the validity of the Compromise Agreement, and Respondent waives any statutory right to a trial *de novo*. Respondent hereby agrees to waive any claims it may otherwise have

under the Equal Access to Justice Act, 5 U.S.C. § 504, relating to the matters addressed in this Compromise Agreement.

9. **Final Settlement.** The Parties agree and acknowledge that this Compromise Agreement constitutes a final settlement between the Parties. This Compromise Agreement resolves only issues addressed in the Compromise Agreement.
10. **Merger.** This Compromise Agreement constitutes the entire agreement between the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written.
11. **Modifications.** This Compromise Agreement cannot be modified without the advance written consent of both Parties.
12. **Severability.** If any provision of this agreement is held to be invalid, illegal, void, or unenforceable, then that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable.
13. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Compromise Agreement.
14. **Counterparts.** This Compromise Agreement may be signed in any number of counterparts (including by facsimile or electronic mail), each of which, when executed and delivered, is an original, and all of which counterparts together constitute one and the same fully executed instrument.

_____/S/_____
Laura L. Barhydt
Assistant General Counsel for
Enforcement
U.S. Department of Energy

_March 22, 2016_____
Date

_____/S/_____
(Signature)
Typed Name: Adam J. Miller_____
Title: _CFO_____
Company Name: Barron Lighting Group, Inc.

_ March 22, 2016_____
Date