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U.S. EPA REGION 4
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

In the Matter of:	)	Docket No. AIM-04-2026-8603(b)
Raney's, LLC.,	)	
Respondent.	)	

EXPEDITED SETTLEMENT AGREEMENT

A. JURISDICTION

1. This is an expedited administrative penalty assessment proceeding brought for alleged violations of the American Innovation and Manufacturing Act of 2020 ("AIM Act"), 42 U.S.C. § 7675, which governs the import of hydrofluorocarbons ("HFCs"). This proceeding is brought under Section 113(d) of the Clean Air Act ("CAA"), 42 U.S.C. § 7413(d) and 42 U.S.C. § 7675(k)(1)(C).

2. This expedited settlement agreement ("Agreement") is entered into under Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22.

3. Complainant is the Director of the Enforcement and Compliance Assurance Division, EPA, Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this Agreement pursuant to 40 C.F.R. Part 22 and Section 113(d) of the CAA.

4. Respondent is Raney's, LLC ("Raney's") and is a "person" as defined below and identified further in Table 1 of Attachment 1.

5. Complainant and Respondent (together, the "Parties"), having agreed that settlement of this action is in their mutual interest, consent to the issuance of the attached final order ("Final Order" or "Order") ratifying this Agreement before taking testimony and without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement and Final Order. Furthermore, Complainant has determined, and Respondent does not dispute, that settlement of this action is in the public interest.

6. The Regional Judicial Officer is authorized to ratify this Agreement, which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3).

7. The ratification of the Final Order, incorporating this Agreement, simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

B. GOVERNING LAW

8. This proceeding arises under the AIM Act, 42 U.S.C. § 7675, and Section 113 of the CAA, 42 U.S.C. § 7413, and the regulations promulgated thereunder, which impose limits on HFC production and consumption.

9. The EPA is authorized to enforce the AIM Act and any regulation promulgated thereunder utilizing the federal enforcement authorities established by Section 113 of the CAA. *See* 42 U.S.C. § 7675(k)(1)(C). Section 113 of the CAA authorizes the Administrator of the EPA to assess an administrative penalty of not more than $59,114 per day of the violation when adjusted for inflation. *See* 42 U.S.C. § 7413(a)(3)(A), (d)(1) and 40 C.F.R. § 19.4, Table 1.

10. The EPA regulations at 40 C.F.R. Part 84, Subpart B, implement the AIM Act requirement under 42 U.S.C. § 7675(i) to accelerate the transition of technologies in products and systems that utilize HFCs to substances with lower global warming potentials ("GWP"). These regulations are commonly referred to as the "Technology Transitions Regulations."

11. The Technology Transitions Regulations prohibit the manufacture or import of products in certain sectors or subsectors using regulated substances unless they meet certain GWP limits. 40 C.F.R.§ 84.54(a). One such subsector covered under the regulations is household refrigerators and freezers. 40 C.F.R. 84.54(a)(3).

12. Effective January 1, 2025, no person may manufacture or import products in the household refrigerator and freezer subsector using a regulated substance, or a blend containing a regulated substance, with a GWP of 150 or greater. 40 C.F.R.§ 84.54(a)(3).

13. Every product imported using a regulated substance in contravention of 40 C.F.R. § 84.54(a) constitutes a separate violation. 40 C.F.R. § 84.54(g).

14. The definitions, listed at 40 C.F.R. Part 84, Subparts A and B, include:

    a. "Exchange value" is defined as the "value assigned to a regulated substance in accordance with AIM Act subsections (c) and (e), as applicable, and as provided in Appendix A to 40 C.F.R. Part 84." 40 C.F.R. § 84.3.

    b. "Exchange value equivalent" is defined as "the exchange value-weighted amount of a regulated substance obtained by multiplying the mass of a regulated substance by the exchange value of that substance." 40 C.F.R. § 84.3.

    c. "Import" is defined as "to land on, bring into, or introduce into, or attempt to land on, bring into, or introduce into, any place subject to the jurisdiction of the United States,

regardless of whether that landing, bringing, or introduction constitutes an importation within the meaning of the customs laws of the United States. Offloading used regulated substances recovered from equipment aboard a marine vessel, aircraft, or other aerospace vehicle during servicing is not considered an import." 40 C.F.R. § 84.3.

d. "Importer" is defined as "any person who imports any product or specified component using or intended for use with a regulated substance into the United States. Importer includes the person primarily liable for the payment of any duties on the merchandise or an authorized agent acting on his or her behalf. The term also includes: (1) The consignee; (2) The importer of record; (3) The actual owner; or (4) The transferee, if the right to withdraw merchandise from a bonded warehouse has been transferred." 40 C.F.R. § 84.52.

e. "Person" is defined as "any individual or legal entity, including an individual, corporation, partnership, association; state, municipality, political subdivision of a state, Indian tribe; any agency, department, or instrumentality of the United States; and any officer, agent, or employee thereof." 40 C.F.R. § 84.3.

f. "Product" is defined as "an item or category of items manufactured from raw or recycled materials which performs a function or task and is functional upon completion of manufacturing. The term includes, but is not limited to appliances, foams, fully formulated polyols, self-contained fire suppression devices, aerosols, pressurized dispensers, and wipes." 40 C.F.R. § 84.52.

g. "Regulated substance" is defined as "a hydrofluorocarbon listed in the table contained in subsection (c)(1) of the AIM Act and a substance included as a regulated substance by the Administrator under the authority granted in subsection (c)(3)." 40 C.F.R. § 84.3.

h. "Sector" is defined as "a broad category of applications including but not limited to refrigeration, air conditioning and heat pumps; foams; aerosols; chemical manufacturing; cleaning solvents; fire suppression and explosion protection; and semiconductor manufacturing." 40 C.F.R. § 84.52.

i. "Subsector" is defined as "processes, classes of applications, or specific uses that are related to one another within a single sector or subsector." 40 C.F.R. § 84.52.

For the terms not defined in Subpart B, but that are defined in 40 C.F.R. § 84.3, the definitions in 40 C.F.R. § 84.3 shall apply. 40 C.F.R. § 84.52.

15. A current list of regulated substances, their chemical formulas, and their exchange values (EV) can be found in Appendix A to 40 C.F.R. Part 84. *See* 40 C.F.R. § 84.3.

16. The GWP of a regulated substance is the EV for the regulated substance listed in subsection (c) of the AIM Act, 42 U.S.C. § 7675(c), and in Appendix A of 40 C.F.R. Part 84. 40 C.F.R. § 84.64(a).

17. The regulated substance at issue in this matter, HFC-134a, is assigned the following GWP and EV:

Regulated Substance	Chemical Formula or Blends	GWP and EV
HFC-134a	CH_2 FCF_3	1,430.0

40 C.F.R. Part 84, Appendix A.

C. ALLEGED VIOLATIONS OF LAW

18. The EPA alleges that, on or about October 16, 2025, Respondent imported products within the household refrigerators and freezers subsector that contained a regulated substance with a GWP of 1,430 in violation of 40 C.F.R. § 84.54(a)(3). This subsector is limited to a GWP of less than 150. *See* Attachment 1 for a detailed description of the alleged illegal products and violations.

D. TERMS OF AGREEMENT

19. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

    a. admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;
    b. neither admits nor denies the facts stipulated in Table 1 of Attachment 1;
    c. consents to the assessment of a civil penalty as stated in Table 3 of Attachment 1 and below;
    d. waives any right to contest the alleged violations of law set forth in Section C of this Agreement;
    e. consents to the conditions specified in this Agreement; and
    f. waives its right to appeal the Final Order accompanying this Agreement.

20. For the purpose of this proceeding, Respondent:
    a. agrees that this Agreement states a claim upon which relief may be granted against Respondent;
    b. acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions related to the Respondent;
    c. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in an appropriate United States District Court to compel compliance with the Agreement or Final Order, or both, and to seek an

additional penalty for noncompliance with the Agreement or Final Order and agrees that federal law shall govern in any such civil action

d. certifies that it completed the corrective action as set forth in Table 4 of Attachment 1;
e. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this Agreement;
f. agrees to comply with the terms of this Agreement;
g. waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Agreement
h. waives its right to request a hearing, any right to contest the allegations in this Agreement and Final Order and its right to appeal this Agreement and Final Order; and
i. consents to personal jurisdiction in any action to enforce this Agreement or Final Order, or both, in an appropriate United States District Court.

21. In accordance with 40 C.F.R. § 22.5, the individuals named in the certificate of service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

E. TERMS OF PAYMENT

22. Respondent agrees to pay a civil penalty in the amount of **$16,202** ("Assessed Penalty"), which is stated in Table 3 of Attachment 1, within thirty (30) calendar days after the date the Final Order ratifying this Agreement is filed by the Regional Hearing Clerk ("Effective Date"). Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: https://www.epa.gov/financial/makepayment. For additional instructions see: https://www.epa.gov/financial/additional-instructions-making-payments-epa.

23. When making a payment, Respondent shall**:**

    a. Identify every payment with Respondent's name and the docket number of this Agreement, AIM-04-2026-8603(b),

    b. Concurrently with any payment or within twenty-four (24) hours of any payment, serve proof of such payment (electronic correspondence is preferred) to the following persons:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
r4_Regional_Hearing_Clerk@epa.gov

Aleeka Broner
Case Development Officer, Air Enforcement Branch
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
broner.aleeka@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

"Proof of payment" means, as applicable, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

24. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

    a. Interest. Interest begins to accrue from the Effective Date. **If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived**. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7413(d)(5), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard underpayment rate, equal to the Federal short-term rate plus three percentage (3%) points.

    b. Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of handling collection.

    c. Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

25. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following:

    a. Refer the debt to a credit reporting agency or a collection agency, pursuant to 40 C.F.R. §§ 13.13 and 13.14.

    b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, pursuant to 40 C.F.R. Part 13, Subparts C and H.

    c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, pursuant to 40 C.F.R. § 13.17.

    d. Request that the Attorney General bring a civil action in the appropriate district court to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 42 U.S.C. § 7413(d)(5). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.

26. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal, that is the outstanding Assessed Penalty amount.

27. Tax Treatment of Penalties. Pursuant to 26 U.S.C. § 162(f), penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

F. EFFECT OF AGREEMENT AND ATTACHED FINAL ORDER

28. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the violations identified in Section C of this Agreement.

29. Completion of the terms of this Agreement and Final Order shall satisfy the requirements of this Agreement; but shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any

violations of law. 40 C.F.R. § 22.18(c).

30. Any violation of this Agreement and Final Order may result in a civil judicial action for an injunctive or civil penalties up to $124,426 per day per violation, or both, as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). See also, 40 C.F.R § 19.4. The EPA may use any information submitted under this Agreement in an administrative, civil judicial, or criminal action.

31. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the AIM Act and other federal, state, or local laws or statutes; nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations; nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

32. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to public health, welfare, or the environment.

33. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended after it is ratified except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.

34. The provisions of this Agreement shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this Agreement.

35. Any change in the legal status of the Respondent or change in ownership will not in any way alter Respondent's obligations and responsibilities under this Agreement.

36. By signing this Agreement, Respondent acknowledges that this Agreement and Final Order, including identifying information such as name, mailing and e-mail address, will be available to the public when the Agreement and Certificate of Service are filed and uploaded to a searchable database and agrees that this Agreement does not contain any confidential business information or other personally identifiable information.

37. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that they are fully authorized to execute and enter into the terms and conditions of this Agreement and have the legal capacity to bind the party they represent to this Agreement.

38. By signing this Agreement, both Parties agree that each party's obligations under this Agreement and Final Order constitute sufficient consideration for the other party's obligations.

39. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

40. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violations described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent.

41. It is the intent of the Parties that the provisions of this Agreement and Final Order are severable. If any provision or authority of this Agreement and Final Order or its application to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the Agreement and Final Order shall remain in force and shall not be affected thereby

42. Unless specifically stated otherwise in this Agreement, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

43. Respondent and Complainant agree to the Regional Judicial Officer's issuance of the attached Final Order ratifying the Agreement.

44. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings among the Parties with respect to the subject matter hereof.

45. This Agreement is effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

Remainder of Page Intentionally Left Blank

The foregoing Agreement *In the Matter of Raney's, LLC*, Docket No. AIM-04-2026-8603(b) is hereby stipulated, agreed, and approved for entry.

COMPLAINANT:

KERIEMA NEWMAN

Digitally signed by KERIEMA NEWMAN
Date: 2026.09.11 07:40:06 -04'00'

Keriema S. Newman, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

The foregoing Agreement *In the Matter of Raney's, LLC,* Docket No. AIM-04-2026-8603(b) is hereby stipulated, agreed, and approved for entry.

FOR RESPONDENT:

Signature

August 31, 2026
Date

Printed Name: Joel Raney

Title: President & CEO

Address: PO Box 738436 Dallas, TX 75373-8436

EXPEDITED SETTLEMENT AGREEMENT
ATTACHMENT 1

Table 1 – Off-site Compliance Monitoring Activity or Inspection Stipulated Facts	
Off-site Compliance Monitoring Activity Date: October 21, 2025	**Docket Number:** AIM-04-2026-8603(b)
Person/Importer Name ("Respondent"): Raney's, LLC.	**Port of Entry:** Port of Savannah, GA
Importer Number: 59-3018350	**Entry Number:** B6S-35169781
Respondent Address: 3030 W Silver Springs Blvd, Ocala, FL 34475	**Inspector Name and Email Address:** Aleeka Broner, broner.aleeka@epa.gov
Imported Product(s) Refrigerator/Freezer, SKU: 68306	**Subsector of Imported Product(s) and the GWP:** Household Refrigerators and Freezers: 150
Arrival Date: October 16, 2025	**Date of Detention:** October 27, 2025
Regulated Substance within the Imported Product(s), its mass (in kg), and its GWP: HFC-134a; 14.4 kg (0.04 kg/product); 1,430	**Quantity of Imported Product(s):** 360

Table 2 – Description of Alleged Violation(s)

The EPA alleges that:

- Based on the stipulated facts in Table 1, the Imported Products are products containing a regulated substance above the appropriate GWP limit for the subsector of that product, and these products were imported into the United States in violation of the Technology Transition Regulations at 40 C.F.R. § 84.54(a)(3).

Table 3 – Civil Penalty

Complainant and Respondent agree upon the following civil penalty for settlement purposes: $16,202, where:
Monetary Value of Goods[1] * Percentage Multiplier = Penalty

GWP of Regulated Substance within the Imported Product(s)	**Percentage Multiplier**
< 1,300	20%
≥ 1,300 ≤ 5,000	30%
> 5,000 ≤ 10,000	40%
>10,000 ≤ 15,000	50%

[1] The monetary value of the goods is generally based on the value declared on importation documents.

Table 4 – Corrective Action
Respondent certifies that it **either**: ☐ Has completed permanent destruction of the Regulated Substance that Respondent imported on or about October 16, 2025, using one of the technologies listed at 40 C.F.R. § 84.29, and ☐ Will submit to the EPA at broner.aleeka@epa.gov a copy of the destruction verification required by 40 CFR § 84.31(e)(4), within ninety (90) days of the Effective Date. **OR** ☐ Has exported the products containing the Regulated Substance to: [Respondent to insert name and address, including country, of the recipient of the products] _____, a country other than Canada or Mexico (unless the point of entry to the U.S. was through Canada or Mexico), and ☑ Will submit to the EPA at broner.aleeka@epa.gov, within thirty (30) days of the Effective Date a record documenting proof that the products containing the regulated substance were exported. ***Respondent must check the boxes, fill in all relevant blanks, and return any enclosures, as applicable, and this Attachment 1 with the signed Agreement.***

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

In the Matter of:	)	Docket No. AIM-04-2026-8603(b)
Raney's, LLC.,	)	
Respondent.	)	

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Expedited Settlement Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Expedited Settlement Agreement is, therefore, hereby approved, ratified and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

The Respondent is hereby ORDERED to comply with all of the terms of the foregoing Expedited Settlement Agreement effective immediately upon filing of this Expedited Settlement Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

MICHELE WETHERINGTON
Digitally signed by MICHELE WETHERINGTON
Date: 2026.09.15 14:44:16 -04'00'

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that copies of the foregoing Expedited Settlement Agreement and Final Order, in the matter of Raney's, LLC, Docket No. AIM-04-2026-8603(b) were filed and copies of the same were emailed to the Parties as indicated below.

To Respondent:

Cynthia Faur, Partner
Quarles & Brady LLP
Cynthia.faur@quarles.com
312-715-5228

Joel Raney
Chief Executive Officer
Raney's, LLC
Joel@raneys.com
352-789-6701

To EPA:

Aleeka Broner
Case Development Officer
Air Enforcement Branch
U.S. EPA, Region 4
Broner.aleeka@epa
404-562-9186

Morganne G. Patterson
Attorney Adviser
Office of Regional Counsel
U.S. EPA, Region 4
Patterson.morganne@epa.gov
404-562-8790

SHANNON RICHARDSON

Digitally signed by SHANNON RICHARDSON
Date: 2026.09.15 15:28:11 -04'00'

_____

Regional Hearing Clerk
r4_regional_hearing_clerk@epa.gov