

SETTLEMENT AGREEMENT

The petitioner and respondent in *National Electrical Manufacturers Association v. United States Department of Energy* (4th Cir. No. 17-1341), through undersigned counsel, hereby agree to settle and compromise this matter in accordance with the terms and conditions embodied in this Settlement Agreement (hereinafter “Agreement”).

I. The Parties.

The parties to this Agreement are petitioner, National Electrical Manufacturers Association (NEMA), and respondent, the United States Department of Energy (the Department), in the action captioned as *National Electrical Manufacturers Association v. United States Department of Energy*, in the United States Court of Appeals for the Fourth Circuit, No. 17-1341.

The parties to this Agreement will hereinafter be referred to as “the Parties.”

II. Matter to be Settled.

On March 16, 2017, NEMA filed a petition for review pursuant to 42 U.S.C. § 6306 of two final rules issued by the Department of Energy: (1) Energy Conservation Program: Energy Conservation Standards for General Service Lamps, 82 Fed. Reg. 7276 (Jan. 19, 2017); and (2) Energy Conservation Program: Energy Conservation Standards for General Service Lamps, 82 Fed. Reg. 7322 (Jan. 19, 2017).

III. Nature of Settlement.

The Parties agree to settle and compromise NEMA’s petition for review in the following manner:

A. Beginning no later than fourteen (14) days after execution of this Agreement, NEMA agrees to take all necessary steps to voluntarily dismiss its petition with prejudice in *National Electrical Manufacturers Association v. United States Department of Energy* (4th Cir. No. 17-1341). The Parties will bear their own costs, fees, and expenses relating to the case, and neither party shall be deemed to be a prevailing party.

B. In exchange for the dismissal of the petition, the Department will take the following steps:

1. The Department will issue a Notice of Data Availability (NODA) requesting market data for general service incandescent lamps (GSILs) and other incandescent lamps. This data will assist the Department in making a determination regarding whether standards for GSILs should be amended. *See* 42 U.S.C. § 6295(i)(6)(A)(i)(I). Because the Department had previously been prohibited from collecting data with respect to GSILs, any data received in response to the NODA could result in a reassessment

of the assumptions and determinations made in the general service lamp (GSL) definition rules identified in Section II above. *See id.* The Department will use its best efforts to issue this NODA within one (1) month of a court order granting NEMA's motion to dismiss.

2. The Department will issue a final rule codifying the respective statutory backstops that apply to vibration service lamps and rough service lamps under 42 U.S.C. § 6295(l)(4)(D)(ii), (E)(ii). The Department will use its best efforts to issue this final rule within six (6) weeks after publishing the NODA described in the immediately-preceding paragraph.
3. The Department will issue a supplemental notice of proposed rulemaking that includes a proposed determination with respect to whether to amend or adopt standards for general service light-emitting diode (LED) lamps and that may include a proposed determination with respect to whether to amend or adopt standards for compact fluorescent lamps. The Department will use its best efforts to issue this supplemental notice within five (5) months of publishing the final rule on vibration service and rough service lamps described in the immediately-preceding paragraph.

IV. Representations.

By signing this Agreement, each attorney represents that his or her client(s) agree with all the terms of this Agreement and that he or she has the authority to sign on behalf of his or her client(s). The Parties agree that this Agreement is fully binding on them and their successors.

V. Execution.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument, and photographic copies of such signed counterparts may be used in lieu of the original.

VI. Jointly Drafted Agreement.

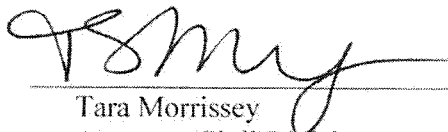
This Agreement shall be considered a jointly drafted agreement and shall not be construed against any party as the drafter.

VII. Other.

This Agreement fully and completely expresses the entire understanding among the Parties on the subject matter hereof and no statement, remark, agreement or understanding, oral or written, which is not contained herein, shall be recognized or enforced. This Agreement cannot be modified or amended except by an instrument in

writing, agreed to and signed by the Parties, nor shall any provision hereof be waived other than by a written waiver, signed by the Parties.

FOR UNITED STATES DEPARTMENT OF ENERGY



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July 7, 2017
Date

FOR NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION



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July 7, 2017
Date