



**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

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In re Volkswagen Group of America, Inc.  
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) Docket No. CAA-2025-8712  
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**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA's Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.<sup>1</sup>

**ENVIRONMENTAL APPEALS BOARD**

\_\_\_\_\_  
Aaron P. Avila  
Environmental Appeals Judge

Dated: September 25, 2025

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<sup>1</sup> The two-member panel ratifying this matter is composed of Environmental Appeals Judges Aaron P. Avila and Ammie Roseman-Orr.

**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

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In re:

Volkswagen Group of America, Inc.

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**CONSENT AGREEMENT**

**A. PRELIMINARY STATEMENT**

1. This is an 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 restricts the use of hydrofluorocarbons (“HFCs”), under Section 113(d) of the Clean Air Act (the “Act” or “CAA”), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and Revocation/Termination or Suspension of Permits (“Consolidated Rules”), codified at 40 C.F.R. Part 22.
2. HFCs are potent chemicals that impact the environment. The United States has committed, as a signatory of the Kigali Amendment to the Montreal Protocol, to reduce its production and consumption of HFCs by 85% in a stepwise manner by the year 2036.
3. Complainant is the United States Environmental Protection Agency (“EPA”). On the EPA’s behalf, Sparsh Khandeshi, Acting Director, Air Enforcement Division, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
4. Respondent is Volkswagen Group of America, Inc. (“Volkswagen”), a New Jersey Corporation headquartered in Reston, Virginia. Respondent is a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

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 Consent Settlement Agreement (“Consent Agreement” or “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.

## **B. JURISDICTION**

6. This Consent Agreement is entered into under Section 113(d) of the CAA, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. Part 22.
7. The Environmental Appeals Board is authorized to ratify this Consent Agreement, which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(a) and 22.18(b).
8. The issuance of this Consent Agreement and attached Final Order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

## **C. GOVERNING LAW**

9. This proceeding arises under the AIM Act, 42 U.S.C. § 7675, and the regulations promulgated thereunder.
10. The EPA is authorized to enforce the AIM Act and any regulation promulgated thereunder pursuant to the federal enforcement authorities established by Section 113 of the CAA, 42 U.S.C. § 7413, as though the AIM Act were expressly included in Title VI of the CAA. 42 U.S.C. § 7675(k)(1)(C).
11. The EPA regulations at 40 C.F.R. Part 84, Subpart B, implement the AIM Act requirement of 42 U.S.C. § 7675(i) to restrict the use of HFCs in specific sectors or subsectors.

12. One such subsector that is subject to the HFC restrictions is the motor vehicle air-conditioning subsector. 40 C.F.R. § 84.54(a)(13).
13. The products in the motor vehicle air-conditioning subsector include Model Year 2025 and subsequent Model Year light-duty passenger cars and trucks (vehicles with a gross vehicle weight rating less than 8,500 lb). 40 C.F.R. § 84.54(a)(13)(i).
14. Effective October 24, 2024, the regulated substances used in Model Year 2025 and subsequent Model Year light-duty passenger cars and trucks cannot have a global warming potential of 150 or greater. 40 C.F.R. § 84.54(a)(13)(i).
15. The regulations at 40 C.F.R., Part 84, Subparts A and B, contain the following definitions:
  - (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” (“EVE”) 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) “Global Warming Potential” (“GWP”) of a regulated substance is defined as “the exchange value for the regulated substance listed in subsection (c) of the AIM Act and in Appendix A to this part 84.” 40 C.F.R. § 84.64.
  - (d) “Manufacture” is defined as “to complete the manufacturing and assembly processes of a product or specified component such that it is ready for initial sale, distribution, or operation.” 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.
- (j) “Use” is defined as “for any person to take any action with or to a regulated substance, regardless of whether the regulated substance is in bulk, contained within a product, or otherwise, except for the destruction of a regulated substance. Actions include, but are not limited to, the utilization, deployment, sale, distribution, offer for sale or distribution, discharge, incorporation, transformation, or other manipulation.” 40 C.F.R. § 84.52.

16. A current list of regulated substances, their chemical formulas, and their exchange values can be found in Appendix A to 40 C.F.R. Part 84. See 40 C.F.R. § 84.3.
17. The compound HFC-134a is regulated by the AIM Act and has a GWP of 1,430. *See* 40 C.F.R. Part 84, Appendix A.

#### **D. STIPULATED FACTS**

18. Respondent manufactures light-duty passenger cars and trucks that use regulated substances in the motor vehicle air-conditioning equipment.
19. Respondent is a “person” as that term is defined in 40 C.F.R. § 84.3.
20. Respondent “manufactures,” as that term is defined in 40 C.F.R. § 84.52, among other things, Model Year 2025 light-duty passenger cars.
21. Respondent manufactures Model Year 2025 Atlas vehicles, which are light-duty passenger cars with a gross vehicle weight rating less than 8,500 lb. *See* 40 C.F.R. § 84.54(a)(13)(i).
22. Respondent’s Model Year 2025 Atlas vehicles are “products” as that term is defined in 40 C.F.R. § 84.52.
23. Respondent’s Model Year 2025 Atlas vehicles are products in the motor vehicle air conditioning subsector that are subject to the restrictions of 40 C.F.R. § 84.54.
24. Between October 24, 2024 and January 21, 2025, Respondent manufactured 1,012 Model Year 2025 Atlas vehicles equipped with motor vehicle air-conditioning equipment using HFC-134a.
25. HFC-134a is a regulated substance with a GWP of 1,430, which exceeds the GWP limit of 150. *See* 40 C.F.R. § 84.54(a)(13)(i).
26. On January 21, 2025, Respondent made a self-disclosure of non-compliance pursuant to the EPA’s Policy on Incentives for Self-Policing, 65 Fed. Reg. 19618 (April 11, 2000).

#### **E. ALLEGED VIOLATIONS OF LAW**

27. Respondent manufactured 1,012 Model Year 2025 light-duty passenger cars using a regulated substance with a GWP of 150 or greater between October 24, 2024 and January 21, 2025, in violation of 40 C.F.R. § 84.54(a)(13)(i).
28. Pursuant to 40 C.F.R. § 84.54(g), every product using a regulated substance that is manufactured in contravention of paragraphs (a) through (f) of 40 C.F.R. § 84.54 constitutes a separate violation of Subpart B.
29. The 1,012 Model Year 2025 light-duty passenger cars that Respondent manufactured constitute 1,012 violations of 40 C.F.R. § 84.54(a)(13)(i).

#### **F. TERMS OF CONSENT AGREEMENT**

30. 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 Consent Agreement;
  - (b) admits the facts stipulated in Section D of this Consent Agreement;
  - (c) neither admits nor denies the alleged violations of law stated in Section E of this Consent Agreement;
  - (d) consents to the assessment of a civil penalty as stated below;
  - (e) waives any right to contest the alleged violations of law; and
  - (f) waives its rights to appeal the Order accompanying this Consent Agreement.
31. For the purpose of this proceeding, Respondent:
  - (a) agrees that this Consent Agreement states a claim upon which relief may be granted against Respondent;

- (b) acknowledges that this Consent 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 and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Consent Agreement, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- (d) 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 Consent Agreement;
- (e) consents to personal jurisdiction in any action to enforce this Agreement or Final Order, or both, in the United States District Court for the District of Columbia;
- (f) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with this Consent Agreement or Final Order, or both, and to seek an additional penalty for noncompliance with this Consent Agreement or Final Order, and agrees that federal law shall govern in any such civil action;
- (g) acknowledges that this Consent Agreement and attached Final Order will be available to the public and agree that it does not contain any confidential business information or personally identifiable information;
- (h) acknowledges that its tax identification number may be used for collecting or reporting any delinquent monetary obligation arising from this Consent Agreement (*see* 31 U.S.C. § 7701);



- (i) certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete; and
- (j) acknowledges that there are significant penalties for knowingly submitting false, fictitious, or fraudulent information, including the possibility of fines and imprisonment (*see* 18 U.S.C. § 1001).

32. Civil Penalty. The civil penalty agreed upon by the Parties for settlement purposes is \$155,350 (the “Assessed Penalty”).

33. Penalty Payment. Respondent agrees to pay the Assessed Penalty to the United States in the manner specified below:

- (a) pay the Assessed Penalty within thirty calendar days of the Effective Date of this Agreement;
- (b) 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>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025 Executive Order on [Modernizing Payments To and From America’s Bank Account](#), Respondent shall pay using one of the electronic payments methods listed on the [EPA’s How to Make a Payment website](#) and will not pay with a paper check;
- (c) identify each and every payment with “Docket No. CAA-2025-8712”; and
- (d) on the next business day after payment of the EPA Penalty, email proof of payment to Conner Kingsley at [kingsley.conner@epa.gov](mailto:kingsley.conner@epa.gov). “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information

required to demonstrate that payment has been made according to the EPA

requirements, in the amount due, and identified with “Docket No. CAA-2025-8712”.

34. Failure to pay the full amount of the penalty assessed under this Consent Agreement may subject Respondent to a civil action to collect any unpaid portion of the proposed civil penalty and interest. In order to avoid the assessment of interest, administrative costs, and late payment penalty in connection with such civil penalty, as described in the following four paragraphs of this Consent Agreement, Respondent must timely pay the penalty.
35. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7524(c)(6), 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 days of the Effective Date as provided in Par. 33(a), interest accrued is waived. If the Assessed Penalty is not paid in full within thirty days of the Effective Date, interest will begin to accrue and will continue to accrue until any unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7524(c)(6), 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 points.
- (b) Handling Charges. The United States’ enforcement expenses including, but not limited to, attorneys’ fees and costs of collection proceedings.
- (c) Late Payment Penalty. A ten percent quarterly non-payment penalty.

36. 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, interest, or other charges and penalties per this Consent Agreement and attached Final Order, 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, per 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, per 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, 40 C.F.R. § 13.17; and
  - (d) request that the Attorney General bring a civil action in the appropriate district court to recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, per 42 U.S.C. § 7524(c)(6). In any such action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.
37. 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.

38. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement and attached Final Order shall not be deductible for purposes of federal taxes.
39. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.
40. By signing this Agreement, Respondent agrees to acceptance of the Complainant's (a) digital or an original signature on this Agreement; and (b) service of the fully executed Agreement on the Respondent by mail or electronically by e-mail. Complainant agrees to acceptance of the Respondent's digital or an original signature on this Agreement.
41. Except as qualified by Paragraph 36(b), each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

**G. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER**

42. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged in Section E of this Consent Agreement.
43. This Consent Agreement and attached Final Order apply to and are binding upon the Complainant and the Respondent. Successors and assigns of Respondent are also bound if they are owned, in whole or in part, directly or indirectly, or otherwise controlled by Respondent.
44. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law

or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent shall complete the following actions as applicable:

- (a) Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- (b) Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN.
- (c) Respondent shall email its completed Form W-9 to the EPA's Cincinnati Finance Center at [wise.milton@epa.gov](mailto:wise.milton@epa.gov), on or before the date that Respondent's penalty payment is due, pursuant to Paragraph 33(a) of the CAFO, or within seven days should the order become effective between December 15 and December 31 of the calendar year. The EPA recommends encrypting IRS Form W-9 email correspondence.
- (d) In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide the EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

45. This Consent 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.
46. This Consent Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on each of the Parties individually as fully and completely as if the Parties had signed one single instrument, so that the rights and liabilities of the Parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Consent Agreement.
47. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the 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 issuerelated to any federal, state, or local permit.
48. 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 animminent and substantial endangerment to the public health, welfare, or the environment.
49. The EPA reserves the right to revoke this Consent Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Consent 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 violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

## **G. EFFECTIVE DATE**

50. The Effective Date of this Consent Agreement shall be the date that the Final Order is filed and becomes effective in accordance with 40 C.F.R. § 22.31(b). Respondent and Complainant agree to the Environmental Appeals Board's issuance of the attached Final Order. The EPA will transmit a copy of the Final Order and ratified Consent Agreement to the Respondent once it is filed.

The foregoing Consent Agreement In the Matter of Volkswagen Group of America, Inc., Docket No. CAA-2025-8712, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Klapper Antony VWPKI Digitally signed by Klapper Antony  
A57DB1BAB1F6DD4E VWPKI A57DB1BAB1F6DD4E  
Date: 2025.08.22 10:35:00 -04'00'

August 22, 2025

Signature

Date

Antony Klapper

Printed Name

SVP and General Counsel

Title

1950 Opportunity Way, Suite 1500 Reston, VA 20190

Address

22-1585834


Federal Tax Identification Number



The foregoing Consent Agreement In the Matter of Volkswagen Group of America, Inc., Docket No. CAA-2025-8712, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

SPARSH  
KHANDESHI

 Digitally signed by SPARSH  
KHANDESHI  
Date: 2025.09.05 17:01:19 -04'00'

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Sparsh Khandeshi  
Acting Director, Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency

## **CERTIFICATE OF SERVICE**

I certify that copies of the foregoing “Consent Agreement” and “Final Order,” in the matter of Volkswagen Group of America, Inc., Docket No. CAA-2025-8712, were sent to the following persons in the manner indicated:

### **By E-mail:**

#### *For EPA*

Conner Kingsley, Attorney Advisor  
Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
e-mail: [kingsley.conner@epa.gov](mailto:kingsley.conner@epa.gov)

Lauren Tozzi, Hydrofluorocarbon Legal Team Lead  
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#### *For Respondent*

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Tommie Madison  
Clerk of the Board