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

In re Carrier InterAmerica Corporation	)	Docket No. CAA-2025-8716

FINAL ORDER

Decided January 8, 2026

Before Environmental Appeals Judges Aaron P. Avila and Ammie Roseman-Orr

Order of the Board by Judge Avila:

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.

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

In re: Carrier InterAmerica Corporation	)	Docket No. CAA-2025-8716

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 governs the import of bulk hydrofluorocarbons ("HFCs"), under Section 113(d) of the Clean Air Act ("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 theauthority to settle civil administrative penalty proceedings under Section 113(d) of the Act.

4. Respondent is Carrier InterAmerica Corporation ("CIAC"), an HVAC equipment,

parts, and supplies distribution company headquartered in Miami, Florida and engaged in the export of HVAC equipment, parts, and supplies to portions of Latin America and the Caribbean. 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 EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d).

8. 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).

9. 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

10. 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.

11. 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 was expressly included in Title VI of the CAA. 42 U.S.C. § 7675(k)(1)(C).

12. The regulations at 40 C.F.R. Part 84, Subpart A, implement the AIM Act requirement to phase down HFC production and consumption.

13. The regulations at 40 C.F.R. Part 84, Subpart A, apply to any person who imports a regulated substance. 40 C.F.R. § 84.1(b).

14. The regulations at 40 C.F.R. Part 84, Subpart A, contain the following definitions:

    a. An "allowance" is defined as a "limited authorization for the production or consumption of a regulated substance established under subsection (e) of Section 103 in Division S, Innovation for the Environment, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260) (the AIM Act). An allowance allocated under subsection (e) of Section 103 in Division S of the AIM Act does not constitute a property right." 40 C.F.R. § 84.3.

    b. An "application-specific allowance" is defined as "a limited authorization granted in accordance with subsection (e)(4)(B)(iv) of the AIM Act for the production or import of a regulated substance for use in the specifically identified applications that are listed in that subsection and in accordance with the restrictions contained at § 84.5(c)." 40 C.F.R. § 84.3.

c. “Bulk” is defined as: “[A] regulated substance of any amount that is in a container for the transportation or storage of that substance such as cylinders, drums, ISO tanks, and small cans. A regulated substance that must first be transferred from a container to another container, vessel, or piece of equipment in order to realize its intended use is a bulk substance. A regulated substance contained in a manufactured product such as an appliance, an aerosol can, or a foam is not a bulk substance.” 40 C.F.R. § 84.3.

d. “Consumption allowances” is defined as “a limited authorization to produce and import regulated substances; however, consumption allowances may be used to produce regulated substances only in conjunction with production allowances.” 40 C.F.R. § 84.3.

e. “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.

f. “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.

g. “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.

h. "Importer" is defined as: "[A]ny person who imports 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) [t]he consignee; (2) [t]he importer of record; (3) [t]he actual owner; or (4) [t]he transferee, if the right to draw merchandise in a bonded warehouse has been transferred." 40 C.F.R. § 84.3.

i. "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.

j. "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.

k. "Transhipment" is defined as: "the continuous shipment of a regulated substance, from a foreign country of origin through the United States or its territories, to a second foreign country of final destination, as long as the shipment does not enter U.S. commerce. A transhipment, as it moves through the United States or its territories, cannot be repackaged, sorted, or otherwise changed in condition." 40 C.F.R. § 84.3.

15. From January 1, 2022, to September 17, 2023, 40 C.F.R. § 84.5(b)(1) provided that "[n]o person may import bulk regulated substances, except: [b]y expending, at the time of the

import, consumption or application-specific allowances in a quantity equal to the exchange-value weighted equivalent of the regulated substances imported..."[1]

16. A person may import a bulk regulated substance without expending allowances after receipt of a non-objection notice under 40 C.F.R § 84.5(b)(ii) or (iii) or, as specified by § 84.5(b)(iv), as a transhipment in accordance with 40 C.F.R. § 84.31(c)(3) if the transhipped regulated substance is exported from the United States within six months of its import.

17. The regulations at 40 C.F.R. § 84.31(c)(3)(i) provide that persons importing bulk regulated substances that are to be transhipped through the United States must notify the relevant Agency official at least thirty working days before the shipment is to leave the foreign port of export for importation into the United States as a transhipment, and such notice must contain certain specified information.

18. 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.

19. The HFCs relevant to this matter are assigned the following exchange values:

HFC	**Chemical Formula**	**Exchange Value**
HFC-134a	CH_2FCF_3	1,430
HFC-143a	CH_3CF_3	4,470
HFC-125	CHF_2CF_3	3,500
HFC-32	CH_2F_2	675

[1] Effective September 18, 2023, 40 C.F.R. § 84.5(b)(1) was revised to: "[n]o person may import bulk regulated substances, either as a single component or a multicomponent substance, except . . . [i]f the importer of record possesses at the time they are required to submit reports to EPA pursuant to § 84.31(c)(7), and expends at the time of ship berthing for vessel arrivals, border crossing for land arrivals such as trucks, rails, and autos, and first point of terminus in U.S. jurisdiction for arrivals via air, consumption or application-specific allowances in a quantity equal to the exchange-value weighted equivalent of the regulated substances imported, whether present as a single component or a multicomponent blend."

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

20. The exchange value of a blend is calculated by summing the exchange value of each constituent of the blend multiplied by the nominal mass fraction of the constituent within that blend. 40 C.F.R. § 84.64.

21. "Each person meeting the definition of importer for a particular regulated substance import transaction is jointly and severally liable for a violation of paragraph (b)(1) of this section, unless they can demonstrate that another party who meets the definition of an importer met one of the exceptions set forth in paragraph (b)(1)." 40 C.F.R. § 84.5(b)(2) (2022).[2]

22. "Every kilogram of bulk regulated substances imported … constitutes a separate violation of this subpart." 40 C.F.R. § 84.5(b)(6) (2022).

23. Sections 113(a)(3)(A) and 113(d)(1) of the CAA, 42 U.S.C. §§ 7413(a)(3)(A) and 7413(d)(1), authorize the Administrator of the EPA to assess a civil administrative penalty of not more than $25,000 per day of violation of Title VI of the CAA, or regulations promulgated thereunder. Pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, Pub. L. 101-410, as amended, and its implementing regulation, the Civil Monetary Penalty Inflation Adjustment Rule, codified at 40 C.F.R. Part 19, the statutory maximum civil administrative penalty has subsequently been raised to $59,114 per day of violation. 40 C.F.R. § 19.4, Table 1.

D. FACTUAL ALLEGATIONS

24. CIAC owns and operates a facility that distributes HVAC equipment, parts, and supplies for export and is incorporated under the laws of the State of Florida. Respondent has its

[2] The language of this provision was also amended in 2023, with the current provision now located at 40 C.F.R. § 84.5(b)(3).

headquarters in Miami, Florida.

25. Respondent is a "person," as that term is defined in 40 C.F.R. § 84.3.

26. Respondent is an "importer," as that term is defined in 40 C.F.R. § 84.3.

27. R-404A is an HFC blend comprised of 52% HFC-143a, 44% HFC-125, and 4% HFC-134a.

28. R-410A is an HFC blend comprised of 50% HFC-125 and 50% HFC-32.

29. R-407C is an HFC blend comprised of 52% HFC-134a, 25% HFC-125, and 23% HFC-32.

30. R-417A is an HFC blend comprised of 50% HFC-134a and 46.6% HFC-125.[3]

31. For R-404A, the Exchange Value of the blend is 3,921.6, which is calculated as follows: (0.52 x 4,470 (the Exchange Value of HFC-143a)) plus (0.44 x 3,500 (the Exchange Value of HFC-125)) plus (0.04 x 1,430 (the Exchange Value of HFC-134a)). *See* 40 C.F.R. Part 84, Appendix A.

32. For R-410A, the Exchange Value of the blend is 2,087.5, which is calculated as follows: (0.5 x 3,500 (the Exchange Value of HFC-125)) plus (0.5 x 675 (the Exchange Value of HFC-32)). *See* 40 C.F.R. Part 84, Appendix A.

33. For R-407C, the Exchange Value of the blend is 1,773.9, which is calculated as follows: (0.52 x 1,430 (the Exchange Value of HFC-134a)) plus (0.25 x 3,500 (the Exchange Value of HFC-125)) plus (0.23 x 675 (the Exchange Value of HFC-32)). *See* 40 C.F.R. Part 84, Appendix A.

34. For R-417A, the Exchange Value of the blend is 2,346, which is calculated as follows: (0.5 x 1,430 (the Exchange Value of HFC-134a)) plus (0.466 x 3,500 (the Exchange

[3] R-417A also contains 3.4% n-butane, which is a not a regulated substance. *See* "Composition of Refrigerant Blends," available at https://www.epa.gov/snap/compositions-refrigerant-blends.

Value of HFC-125)). *See* 40 C.F.R. Part 84, Appendix A.

35. On or about March 10, 2022, CIAC imported approximately 2,862.8 kg of HFC-134a, 1,635 kg of R-404A, and 10,044.4 kg of R-410A from China into Miami, Florida under Zone Admission No. 2810320C122000663.

36. On or about May 6, 2022, CIAC imported approximately 2,216.8 kg of HFC-134A, 1,090 kg of R-404A, 565 kg of R-407C, 9,380.4 kg of R-410A, and 1,130 kg of R-417A from South Korea into Miami, Florida under Zone Admission No. 2810320C122F36223.

37. On or about May 3, 2022, CIAC imported approximately 4,080 kg of HFC-134A, 2,180 kg of R-404A, and 8,362 kg of R-410A from China into Miami, Florida under Zone Admission No. 2810320Cl22F36377.

38. On or about May 23, 2022, CIAC imported approximately 14,125 kg of R-410A from China into Miami, Florida under Zone Admission No. 2810320Cl22F37117.

39. On or about June 24, 2022, CIAC imported approximately 6,780 kg of R-410A from China into Miami, Florida under Zone Admission No. 2810650P12237092. The HFCs listed in paragraphs 35 through 39 will be collectively referred to as the "Subject HFCs."

40. The Subject HFCs were imported and held in Respondent's bonded warehouse in a Foreign Trade Zone and were subsequently re-exported to countries outside of the United States.

41. CIAC asserts that it did not intend to sell, distribute, or otherwise introduce the Subject HFCs into United States commerce.

42. The Subject HFCs are bulk regulated substances, as defined above at 40 C.F.R. § 84.3.

43. Adding the five identified shipments together, 9,159.6 kg of HFC-134a is equivalent to approximately 13,098.2 MTEVe; 4,905 kg of R-404A is equivalent to approximately

19,235.4 MTEVe; 48,691.8 kg of R-410A is equivalent to approximately 101,644.1 MTEVe; 565 kg of R-407C is equivalent to approximately 1,002.3 MTEVe; and 1,130 kg of R-417A is equivalent to approximately 2,651.0 MTEVe. The combined total MTEVe for the Subject HFCs is approximately 137,631.

44. The import of 137,631 MTEVe of HFCs requires the importer to possess and expend 137,631 consumption or application-specific allowances at the time of import.

45. CIAC did not possess or expend any allowances when importing the Subject HFCs.

E. ALLEGED VIOLATIONS OF LAW

46. Respondent imported the Subject HFCs without first expending the required allowances, obtaining a non-objection notice, or transhipping the Subject HFCs in accordance with 40 C.F.R. § 84.31(c)(3), in violation of 40 C.F.R. § 84.5(b)(1) (2022).

47. The Subject HFCs are approximately 64,451.4 kg, which constitutes 64,451 violations of 40 C.F.R. § 84.5(b)(1) (2022).

F. TERMS OF CONSENT AGREEMENT

48. 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. neither admits nor denies the factual allegations 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.

49. 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).

50. Civil Penalty. The civil penalty agreed upon by the Parties for settlement purposes is $235,000 (the "Assessed Penalty").

51. 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 Filing Date of this Agreement;

b. pay the Assessed Penalty using any method provided on the following website https://www.epa.gov/financial/makepayment. For additional instructions, see: https://www.epa.gov/financial/additional-instructions-making-payments-epa#Pay.gov;

c. identify each and every payment with Docket No. CAA-2025-8716; and

d. within twenty-four hours of payment of the EPA Penalty, email proof of payment to Ethan Thompson at thompson.ethan@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-2025-8716.

52. 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.

53. 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 Filing Date. If the Assessed Penalty is paid in full within thirty days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty days, interest 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 3 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 10% quarterly non-payment penalty.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. Except as qualified by Paragraph 53(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

60. 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.

61. 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. Nothing in the previous sentence adversely affects any right of the EPA under applicable law to assert successor or assignee liability against Respondent's successor or assignee.

62. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to annually send to the Internal Revenue Service ("IRS") 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). Respondent's 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. To provide the EPA with sufficient information to enable it to fulfill these obligations, 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/irspdf/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 EPA's Cincinnati Finance Division at wise.milton@epa.gov, on or before the date that Respondent's penalty payment is due, pursuant to Paragraph 51 of this Agreement, or within seven days should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence; and

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 EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five days of Respondent's receipt of a TIN issued by the IRS.

63. 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.

64. 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.

65. 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 issue related to any federal, state, or local permit.

66. 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 the public health, welfare, or the environment.

67. 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.

H. EFFECTIVE DATE

68. 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. The date upon which the Final Order is issued is the "Effective Date."

The foregoing Consent Agreement *In the Matter of Carrier InterAmerica Corporation* Docket No. CAA-2025-8716, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Signature

8/19/2025
Date

Printed Name: Charles J. Figueroa

Title: President, Carrier InterAmerica Corporation

Address: 10801 NW 103 Street, Suite 1, Miami, FL 33178

Federal Tax Identification Number: 59-2631832

The foregoing Consent Agreement *In the Matter of Carrier InterAmerica Corporation*, Docket No. CAA-2025-8716, is Hereby Stipulated, Agreed, and Approved for Entry.

COMPLAINANT:

SPARSH KHANDESHI

Digitally signed by SPARSH KHANDESHI
Date: 2025.11.07 13:54:29 -05'00'

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 Carrier InterAmerica Corporation, Docket No. CAA-2025-8716, were sent to the following persons on January 8, 2026 in the manner indicated:

By E-mail:

Ethan Thompson
United States Environmental Protection Agency
Air Enforcement Division
thompson.ethan@epa.gov

David Terry
Hunton Andrews Kurth LLP
dterry@hunton.com

Lauren Tozzi
United States Environmental Protection Agency
Air Enforcement Division
tozzi.lauren@epa.gov

Charles Figueroa
Carrier InterAmerica Corporation
charlie.figueroa@carrierenterprise.com

Digitally signed by TOMMIE MADISON
Date: 2026.01.08 12:51:10 -05'00'

Tommie Madison
Clerk of the Board