

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

<p style="text-align: center;">In re Hanwha Cimarron LLC</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Docket No. CAA-2024-008447</p>
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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 Expedited Settlement Agreement/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 Expedited Settlement Agreement/Consent Agreement, effective immediately.

So ordered.<sup>1</sup>

**ENVIRONMENTAL APPEALS BOARD**

Dated: February 23, 2024

  


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 Mary Kay Lynch  
 Environmental Appeals Judge

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<sup>1</sup> The three-member panel ratifying this matter is composed of Environmental Appeals Judges Aaron P. Avila, Wendy L. Blake, and Mary Kay Lynch.

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

	)	
In re:	)	
	)	Docket No. CAA-2024-008447
Hanwha Cimarron LLC	)	
	)	
	)	
	)	
	)	

**EXPEDITED SETTLEMENT AGREEMENT**

**A. JURISDICTION**

1. This is an expedited administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the “Act” or “CAA”), 42 U.S.C. § 7413(d), and §§ 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”) as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency (“EPA”). On the EPA’s behalf, Mary E. Greene, Director, Air Enforcement Division, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
3. Respondent is Hanwha Cimarron LLC, identified further in Table 1 of ESA Attachment 1.
4. Complainant and Respondent (together, the “Parties”), having agreed that settlement of this action is in the public interest, consent to the issuance of the attached final order (“Final Order” or “Order”) ratifying this expedited settlement agreement (“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.
5. The Environmental Appeals Board is authorized to ratify this Agreement, which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(a) and 22.18(b).
6. 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

7. This proceeding arises under the American Innovation and Manufacturing (“AIM”) Act of 2020, 42 U.S.C. § 7675, and the regulations promulgated thereunder.
8. The EPA regulations at 40 C.F.R. Part 84, Subpart A, implement the AIM Act requirement to phase down HFC production and consumption.
9. 40 C.F.R. § 84.5(b)(1) states that “no person may import bulk regulated substances, except by 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.”
10. 40 C.F.R. § 84.5(b)(6) states that “every kilogram of bulk regulated substances imported ... constitutes a separate violation of this subpart.”

## C. ALLEGED VIOLATION OF LAW

11. The EPA alleges Respondent violated 40 C.F.R. § 84.5(b) by importing the bulk regulated substances identified in Table 1 of ESA Attachment 1 without expending consumption or application-specific allowances in a quantity equal to the exchange-value weighted equivalent of the regulated substances imported.

## D. TERMS OF AGREEMENT

12. 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. admits the facts stipulated in Table 1 of ESA Attachment 1;
  - c. consents to the assessment of a civil penalty as stated in Table 3 of ESA Attachment 1 and below;
  - d. waives any right to contest the alleged violations of law set forth in Section C of this Agreement; and
  - e. waives its right to appeal the Order accompanying this Agreement.
13. 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. certifies that it completed the corrective action as set forth in Table 4 of ESA Attachment 1;

- d. 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 Order, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- e. consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the District of Columbia; and
- 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 for the District of Columbia to compel compliance with the Agreement or Order, or both, and to seek an additional penalty for noncompliance with the Agreement or Order, and agrees that federal law shall govern in any such civil action.

14. Penalty Payment. The civil penalty agreed upon by the Parties for settlement purposes is stated in Table 3 of ESA Attachment 1. Respondent agrees to:

- a. pay the penalty within 30 calendar days of the Effective Date of this Agreement;
- b. pay the penalty using any method, or combination of methods, provided on the website <https://www.epa.gov/financial/additional-instructions-making-payments-epa#Pay.gov>;
- c. identify each and every payment with the Docket No. of this Agreement and Final Order; and
- d. within 24 hours of payment of the penalty, send proof of payment via electronic mail to the Inspector at the Inspector's email address identified in Table 1 of ESA Attachment 1. "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 the docket number.

15. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may:

- a. request the Attorney General to bring a civil action in the United States District Court for the District of Columbia to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2), the United States' enforcement expenses, and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
- b. refer the debt to a credit reporting agency or a collection agency, 40 C.F.R. §§ 13.13, 13.14, and 13.33;
- c. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and

- d. (1) suspend or revoke Respondent's licenses or other privileges, or (2) 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.
16. 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.
17. By signing this Agreement, Respondent acknowledges that this Agreement and Order, including identifying information such as name, federal tax ID number, 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.
18. 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.
19. 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.
20. Each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

E. EFFECT OF AGREEMENT AND ATTACHED FINAL ORDER

21. 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.
22. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.
23. 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.
24. 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 Environmental Appeals Board.

25. Any violation of this Order may result in a civil judicial action for an injunction, or civil penalties of up to \$121,275 per day per violation (with each kilogram a separate 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). The EPA may use any information submitted under this Order in an administrative, civil judicial, or criminal action.
26. 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.
27. 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.
28. 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 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.

#### F. EFFECTIVE DATE

29. Respondent and Complainant agree to the Environmental Appeals Board's issuance of the attached Final Order ratifying the Agreement. The effective date of the Agreement shall be the date of issuance of the Final Order. The EPA will transmit a copy of the Final Order and ratified Agreement to the Respondent.

**ESA ATTACHMENT 1**

**AMERICAN INNOVATION AND MANUFACTURING (“AIM”) ACT  
OFFSITE COMPLIANCE MONITORING ACTIVITY OR INSPECTION FACTS,  
ALLEGED VIOLATIONS, PENALTY, AND CORRECTIVE ACTION FORM**

<b>Table 1 – Offsite Compliance Monitoring Activity or Inspection Stipulated Facts</b>	
<b>Offsite Compliance Monitoring Activity or Inspection Date(s):</b>	<b>Docket Number:</b>
7/21/2022	CAA-2024-008447
<b>Offsite Compliance Monitoring Activity or Inspection Location:</b>	<b>Entry/Shipment Number(s):</b>
Atlanta, GA	BTF-22134007
<b>Person/Importer<sup>1</sup> Name (“Respondent”) and Importer Number:</b>	<b>Inspector(s) Name(s) and Email Address:</b>
Hanwha Cimarron LLC 26-297802600	Elfego Felix felix.elfego@epa.gov
<b>Respondent Address:</b>	<b>Date of Detention or Hold:</b>
4912 Moores Mill Rd Huntsville, AL 35811-1512 US	6/22/2022
<b>Value of Goods:</b>	<b>Arrival Date:</b>
\$ 4,800	6/21/2022
<b>Subject HFCs<sup>2</sup> and Mass (in kg):</b>	<b>MTEVe<sup>3</sup>:</b>
R-407C <sup>4</sup> Mass: 780 kg	1,384
<b>Did the importer have and expend allowances equal to the imported HFCs?</b>	<b>Container and Quantity:</b>
No	60 cylinders, 13 kg each
<b>Did the importer receive any non-objection notices from the EPA?</b>	<b>The EPA Delegated Official:</b>
No	Mary E. Greene

<sup>1</sup> “Person” and “Importer” are defined in 40 C.F.R. § 84.3.

<sup>2</sup> “Subject HFCs” are Bulk Regulated Substances subject to 40 C.F.R. § 84.5. “Bulk” and “Regulated Substance” are defined in 40 C.F.R. § 84.3.

<sup>3</sup> The EPA calculates metric tons of EVe (“MTEVe”) by multiplying X kg (the mass of the regulated substance) by Y (the exchange value (EV) of the bulk regulated substance, as reflected in Appendix A of 40 C.F.R. Part 84), and dividing the product by 1,000 to obtain metric tons. The formula for calculating the EV of an HFC blend is set forth in footnote 5.

<sup>4</sup> R-407C is an HFC blend that contains approximately 23% HFC-32, 25% HFC-125, and 52% HFC-134a, which are regulated substances.

<b>Table 2 – Description of Alleged Violation</b>
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Based on the facts in Table 1, the EPA alleges that the Subject HFCs are bulk regulated substances that were imported without the importer expending consumption or application-specific allowances in a quantity equal to the exchange-value weighted equivalent of the regulated substances imported, a violation of the HFC Allocation regulations at 40 C.F.R. § 84.5(b).
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**Table 3 – Civil Penalty<sup>5</sup>**

**\$960, where**

**$\$4,800 * 20\% = \$960$**

**Monetary Value of Goods \* Percentage Multiplier = Penalty, where**

<b>EV<sup>6</sup></b>	<b>Percentage Multiplier</b>	<b>HFC</b>	<b>EV</b>
< 1,400	10%	HFC-152	53
$\geq 1,400 \leq 5,000$	20%	HFC-41	92
> 5,000	30%	HFC-152a	124
$\leq 14,800$		HFC-143	353
		HFC-32	675
		HFC-245ca	693
		HFC-365mfc	794
		HFC-245fa	1,030
		HFC-134a	1,100
		HFC-236cb	1,340
		HFC-236ea	1,370
		HFC-134a	1,430
		HFC-43-10mee	1,640
		HFC-227ea	3,220
		HFC-125	3,500
		HFC-143a	4,470
		HFC-236fa	9,810
		HFC-23	14,800

<sup>5</sup> To determine the EV of a HFC blend, calculate the contribution of each HFC to the total EV of the blend and calculate a case-specific EV multiplier by: multiplying the percentage of the blend made up of each HFC by its EV and summing the resulting blend constituent products to calculate the blend EV. For example, if the percentages of the blend and the EVs (in parentheses) of the constituents are: 55 percent HFC-32 (675), 16 percent HFC-125 (3,500), and 29 percent HFC-134a (1,430), the EV would be  $(0.55 \times 675) + (0.16 \times 3,500) + (0.29 \times 1,430) = 1345.95$  EV. Where the exact amount or percentage of each HFC in a blend is unknown, the case team shall use the highest EV associated with a HFC in the blend as a multiplier to calculate the penalty.

<sup>6</sup> EVs are found in Appendix A of 40 C.F.R. Part 84.

**Table 4 – Corrective Action**

Respondent certifies that it has:

- exported the Subject HFCs to **#704 Samyang Smart Technopark 13 Gongdan 1 Daero Shieung-SI Gyeonggi-Do** [name and address (including country) of the recipient of the exports], a country other than Canada or Mexico (unless the point of entry to the U.S. for the Subject HFCs was through Canada or Mexico) *and* **15086 Republic of Korea** *See Attachment*
- paid \$ **\$ 7,529.00** to perform the above action to address the Subject HFCs, and enclosed a record documenting such payment.

**Respondent must check the boxes, fill in all relevant blanks, and return any enclosures and this Attachment 1 with the signed Agreement.**

*Mary Greene*

02/22/2024

MARY  
GREENE

Digitally signed by MARY  
GREENE  
Date: 2024.02.22  
18:19:49 -05'00'

**SHIPPER'S DECLARATION FOR DANGEROUS GOODS**

(Provide at least two copies to the airline)

<b>Shipper</b> HANWHA CIMARRON LLC 4912 MOORES MILL RD HUNTSVILLE, AL 35811 USA	<b>Air Waybill No.</b>  <b>Page 1 of 1 Pages</b>  <b>Shipper's Reference Number</b> <i>(optional)</i>
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<b>Consignee</b> E-DO CO., LTD. #704, SAMYANG SMART TECHNOPARK 13, GONGDAN 1-DAERO SIHEUNG-SI, GYEONGGI-DO 15086, REPUBLIC OF KOREA	 powered by ShipHazmat.NET
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<p><b>Two completed and signed copies of this Declaration must be handed to the operator</b></p> <p><b>TRANSPORT DETAILS</b></p> <p>This shipment is within the limitations prescribed for <i>(delete non-applicable)</i></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PASSENGER AND CARGO AIRCRAFT</td> <td style="width: 50%;">XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX ONLY XXXXXXXXXXXX</td> </tr> </table> <p style="text-align: right;"><b>Airport of Departure</b></p>	PASSENGER AND CARGO AIRCRAFT	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX ONLY XXXXXXXXXXXX	<p><b>WARNING</b></p> <p>Failure to comply in all respects with the applicable Dangerous Goods Regulations may be in breach of the applicable law, subject to legal penalties.</p>
PASSENGER AND CARGO AIRCRAFT	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX ONLY XXXXXXXXXXXX		

<b>Airport of Destination</b>	<b>Shipment Type</b> <i>(delete non-applicable)</i> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">NON-RADIOACTIVE</td> <td style="width: 50%;"><del>RADIOACTIVE</del> XXX</td> </tr> </table>	NON-RADIOACTIVE	<del>RADIOACTIVE</del> XXX
NON-RADIOACTIVE	<del>RADIOACTIVE</del> XXX		

NATURE AND QUANTITY OF DANGEROUS GOODS						
Dangerous Goods Identification						
UN or ID No.	Proper Shipping Name	Class or Division (Subsidiary Hazard)	Pack-ing Group	Quantity and type of packing	Packing Inst.	Authorization
UN3340	Refrigerant gas R 407C	2.2		60 Fibreboard boxes x 10 kg Overpack used #1 Total net quantity 600 kg	200	

**Additional Handling Information**

24-Hour Emergency Contact Telephone Number: CHEMTEL:+1-813-248-0585

**MIS9516320 - PROPACK INTERNATIONAL**

-PREPARED IN ACCORDANCE WITH IATA/ICAO

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. I declare that all of the applicable air transport requirements have been met.	<b>Name of Signatory</b> DANIEL COX  <b>Date</b> August 31, 2022  <b>Signature</b> <i>(see warning above)</i> 
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988 | ATL | 4492 8310

988-44928310

Shipper's Name and Address BNX SHIPPING-ATLANTA, INC 3460 SUMMIT RIDGE PKWY, STE 601 DULUTH, GA 30096 UNITED STATES		Shipper's Account Number		Not Negotiable <b>Air Waybill</b> ASIANA AIRLINES			
Consignee's Name and Address TRIDENT INTERNATIONAL (KOREA) LTD ROOM 1001, 74, SEJONG-DAERO, JUNG-GU SEOUL, 04526 KOREA, REPUBLIC OF ATTN:EBGO@TRIINTL.COM TEL:82-2-778-0880 FAX:82-2-778-2680		Consignee's Account Number		Issued by  Copies 1,2 and 3 of this Air Waybill are originals and have the same validity.			
Issuing Carrier's Agent Name and City BNX SHIPPING-ATLANTA, INC 3460 SUMMIT RIDGE PKWY, STE 601 DULUTH, GA 30096 UNITED STATES		Accounting Information [NOTIFY] TRIDENT INTERNATIONAL (KOREA) LTD ROOM 1001, 74, SEJONG-DAERO, JUNG-GU SEOUL, 04526 KOREA, REPUBLIC OF ATTN:EBGO@TRIINTL.COM TEL:82-2-778-0880 Fax:82-2-778-2680		Agent's IATA Code 01-19180/0061			Account No.
Airport of Departure(addr. of First Carrier) and Requested Routing ATLANTA HARTSFIELD				Filling No. AAE-15206		Optional Shipping Information	
To ICN	By First Carrier ASIANA AIRLINES	Routing and Destination	to	by	to	by	Currency USD
Airport of Destination INCHEON AIRPORT		Requested Flight/Date OZ-247 / 03		Amount of Insurance		INSURANCE - If carrier offers insurance, and such insurance is request in accordance with the conditions thereof, indicate amount to be insured in figures in box marked 'Amount of Insurance'.	
Handling Information DANGEROUS GOODS AS PER ATTACHED DGD							
These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Ultimate Destination				KOREA, REPUBLIC OF		Diversion contrary to U.S. law prohibited.	
SCI X							
No. of Pieces RCP	Gross Weight	kg lb	Rate Class Commodity Item No.	Chargeable Weight	Rate Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1 PIECE(S)	874.0 K (1,927.0 L)			874.0 K (1,927.0 L)	6.90	6,030.60	CONSOLIDATED SHIPMENT AS PER ATTACHED CARGO MANIFEST
1 PIECE(S)	874.0 K (1,927.0 L)					6,030.60	"FREIGHT PREPAID"
Prepaid		Weight		Collect		Other Charges	
6,030.60						MYC 1,223.60 SCC 87.40 XBC 87.40 RAC 100.00	
Valuation Charge						PREPAID COLLECT	
Tax							
Total Other Charges Due Agent						Shipper certifies that particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.	
0.00						BNX SHIPPING-ATLANTA, INC AS AGENT OF BNX SHIPPING-ATLANTA, INC	
Total Other Charges Due Carrier						Signature of Shipper or Agent	
1,498.40						BNX SHIPPING-ATLANTA, INC AS AGENT OF THE ASIANA AIRLINES	
Total Prepaid		Total Collect				01-Sep-2022 17:17 ATLANTA HARTSFIELD	
7,529.00						CLAIRE JEONG	
Currency Conversion Rates		CC Charges in Dest, Currency				Executed on (date) at (place) Signature of Issuing Carrier or Agent	
						988-44928310	
For Carrier's Use Only at Destination		Charges at Destination		Total Collect Charges			

(FOR CONSIGNEE)

988 | ATL | 4492 8310

AAEH-43834

Shipper's Name and Address HANWHA CIMARRON LLC 4912 MOORES MILL RD HUNTSVILLE, AL 35811 UNITED STATES		Shipper's Account Number		Not Negotiable <b>Air Waybill</b> Issued by		BNX SHIPPING-ATLANTA, INC 3460 SUMMIT RIDGE PKWY, STE 601 DULUTH, GA 30096 UNITED STATES	
Consignee's Name and Address E-DO CO LTD 704 SAMYANG SMART TECHNOPARK 13, GONGDAN 1-DAERO SIHEUNG SI, GYEONGGI-DO 15086 KOREA, REPUBLIC OF		Consignee's Account Number		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.			
Issuing Carrier's Agent Name and City BNX SHIPPING-ATLANTA, INC 3460 SUMMIT RIDGE PKWY, STE 601 DULUTH, GA 30096 UNITED STATES		Accounting Information [NOTIFY] SAME AS CONSIGNEE		Agent's IATA Code 01-19180/0061		Account No.	
Airport of Departure(addr. of First Carrier) and Requested Routing ATLANTA HARTSFIELD				Filling No. AAE-15206		Optional Shipping Information	
To ICN	By First Carrier KOREAN AIRLINE	Routing and Destination	to	by	to	by	Currency USD
Airport of Destination INCHEON AIRPORT		Requested Flight/Date OZ-247 / 03		Amount of Insurance N.I.L		Declared value for Carriage N.V.D.	
Handling Information		These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Ultimate Destination KOREA, REPUBLIC OF		Diversion contrary to U.S. law prohibited.		SCI X	
No. of Pieces RCP	Gross Weight	kg lb	Rate Class	Chargeable Weight	Rate	Charge	Total
1 PIECE(S)	874.0 K (1,927.0 L)			874.0 K (1,927.0 L)	AS ARRANGED		
53IN X 43IN X 58IN 1PIECE(S)							
1 PIECE(S)	874.0 K (1,927.0 L)					"FREIGHT COLLECT"	
Prepaid		Weight		Collect		Other Charges	
		AS ARRANGED				PREPAID COLLECT	
Valuation Charge							
Tax							
Total Other Charges Due Agent						Shipper certifies that particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.	
Total Other Charges Due Carrier						BNX SHIPPING-ATLANTA, INC AS AGENT OF HANWHA CIMARRON LLC	
Total Prepaid		Total Collect				Signature of Shipper or Agent	
		AS ARRANGED				BNX SHIPPING-ATLANTA, INC AS AGENT OF THE CARRIER KOREAN AIRLINE	
Currency Conversion Rates		CC Charges in Dest, Currency		18-Aug-2022 ATLANTA HARTSFIELD		CLAIRE JEONG	
				Executed on (date) at (place)		Signature of Issuing Carrier or Agent	
For Carrier's Use Only at Destination		Charges at Destination		Total Collect Charges		AAEH-43834	

(FOR CONSIGNEE)

U.S. Customs and Border Protection  
**TRANSPORTATION ENTRY AND MANIFEST OF  
 GOODS SUBJECT TO CBP INSPECTION AND PERMIT**

OMB APPROVAL NO. 1651-0003  
 EXPIRATION DATE 01/31/2021  
 ESTIMATED BURDEN 10 MIN

Entry No. ....  
 Port .....  
 Date .....

Entry No. **256090586**  
 Class of Entry **63 I. E.**  
 (I.T.)(T.E.)(WD.1 E)(Drawback, etc.)

19 CFR 10.60, 10.61

PORT **FIRST U.S. PORT**  
 CODE NO: **1704** OF UNLADING **ATLANTA, GA**  
 PORT OF **ATLANTA, GA** DATE **08/26/2022**

Entered or Imported by **HANWHA CIMARRON LLC** Importer/IRS # **26-297802600** to be shipped  
 V/F/T **0261**

in bond via **95-418337700 OZ ASIANA AIRLINES** consigned to  
(C.H.L. number) (Vessel or carrier) (Car number and initial) (Pier or station)

CBP Port Director **1704 - ATLANTA, GA** Final Foreign Destination **58029 - INCHON; JINSEN, REP. O**  
(For exportations only)

Consignee **HANWHA CIMARRON LLC / 4912 MOORES MILL RD / HUNTSVILLE AL 35811**  
(At CBP Port of exit or destination)

Foreign Port of Lading **58029 - INCHON; JINSEN, REP. OF KO** B/L No. **18094549792** Date of sailing .....

Imported on the ..... Flag ..... on ..... via .....  
(Name of vessel or carrier and motive power) (Date imported) (Last foreign port)

Exported From ..... on ..... Goods now at .....  
(Country) (Date) (Name of warehouse, station, pier, etc.)

Marks and Number of Packages	Description and Quantity of Merchandise Number and Kind of Packages (Describe fully as per shipping papers)	Gross Weight in Pounds	Value (Dollars only)	Rate	Duty
	<b>QP IN-BOND AUTHORIZED</b> <b>IPIT 7hHIIUUhXh</b> QP01256090586				
1	B/L No.: <b>18094549792</b> totals for B/L: H/B No.: <b>ESS852772</b> <b>1 MIXED REFRIGERANT R407C FOR SPRAY COATING MACHINE</b>  EXPORT MASTER# : 988-44928310 EXPORT HOUSE# : AAEH-43834 ATL DEPART : 9/3/22 ICN ARRIVE : 9/4/22  Tariff #: 3827.64.0000	1,720 LBS	\$ 4,800		
	Tariff #: 3827.64.0000	1,720 LBS	\$ 4,800		
	<b>Trans #: 109352180</b>	<b>Shipper Ref#: 256090586</b>			

G.O. No.  Check if withdrawn for Vessel supplies (19 U.S.C. 1309)

**CERTIFICATE OF LADING FOR TRANSPORTATION IN BOND AND/OR LADING FOR EXPORTATION FOR**

..... (Port)

WITH THE EXCEPTIONS NOTED ABOVE, THE WITHIN- DESCRIBED GOODS WERE:

Delivered to the carrier named above, for delivery to the CBP Port Director at destination sealed with CBP seals Nos. .... or the packages (were) (were not) labeled, or corded and sealed.

Laden on the-- ..... (Vessel, vehicle or aircraft)

which cleared for-- .....

on ..... (Date)

as verified by export records.

..... (Inspector)

..... (Date)

I truly declare that the statements contained herein are true and correct to the best of my knowledge and belief.

Entered or withdrawn by .....

**K&G CUSTOMS SERVICE INC**  
**5935 BUFORD HIGHWAY SUITE 300**  
**NORCROSS, GA 30071**

To the Inspector: The above-described goods shall be disposed of as specified herein.

..... For the Port Director

Received from the Port Director of the above CBP location the merchandise described in this manifest for transportation and delivery into the custody of the CBP officers at the port named above, all packages in apparent good order except as noted hereon.

**ASIANA AIRLINES / EIN# 95-418337700**

*Cherri*  
 Attorney or Agent of Carrier



# COMMERCIAL INVOICE

<b>1. Shipper</b> Hanwha Cimarron LLC 4912 Moores Mill Rd, Huntsville, AL 35811 US EIN : 26-297802600		<b>8. No. &amp; Date of Invoice</b> HWC-2201-8-Return <span style="float: right; color: red;">5-Aug-22</span>		
<b>2. Consignee</b> E-DO CO.,LTD #704, Samyang Smart Technopark 13, Gongdan 1-daero Siheung-si, Gyeonggi-do, 15086 Republic of Korea		<b>9. P.O. NO.</b>  45640		
<b>3. Notify Party</b>  The Same as Above		<b>11. Issuing Bank of L/C</b>  		
<b>4. Port of Loading</b>  ATLANTA	<b>5. Port of Destination</b>  INCHEON KOREA	<b>12. Terms &amp; Conditions</b> Shipping Terms Freight & Insurance Packing Country of origin : Republic of Korea		
<b>6. Name of Vessel</b>  	<b>7. Date of Shipment</b>  			

13. Mark & No. of Case	14. Description of Goods	15. Quantity	16. Unit Price in USD	17. Amount in USD		
  Destination : U.S.A. Case No. : attached detailed packing list	<b>Spray Coating Machine</b>					
	1	Mixed refrigerant R407C for Spray Coating Machine	60 ea	80.00	USD	4,800.00
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
<b>TOTAL</b>					USD	4,800.00

HS Code : **GAS(3827.64-0000)**  
 TOTAL PACKAGES : **1 PACKAGES**  
 TOTAL NET WEIGHT : **780 KGS**  
 TOTAL GROSS WEIGHT : **810 KGS**

# PACKING LIST

<b>1. Shipper</b> Hanwha Cimarron LLC 4912 Moores Mill Rd, Huntsville, AL 35811 US EIN : 26-297802600		<b>8. No. &amp; Date of Invoice</b> HWC-2201-8-Return <span style="float: right; color: red;">5-Aug-22</span>	
<b>2. Consignee</b> E-DO CO.,LTD #704, Samyang Smart Technopark 13, Gongdan 1-daero Siheung-si, Gyeonggi-do, 15086 Republic of Korea		<b>9. P.O. NO.</b> 45640	
<b>3. Notify Party</b> The Same as Above		<b>10. No. &amp; Date of L/C</b>	
<b>4. Port of Loading</b> ATLANTA		<b>5. Final Destination</b> INCHEON KOREA	
<b>6. Carrier</b>		<b>7. Sailing on or about</b>	
<b>11. Issuing Bank of L/C</b>			
<b>12. Terms &amp; Conditions</b> Freight & Insurance : Packing : Country of origin : Republic of Korea			

13. Mark & No. of PKGS	14. Description of Goods	15. Quantity	16. Measurement	17. Net-Weight	18. Gross-Weight
Destination : U.S.A. Case No. : attached detailed packing list		<b>Spray Coating Machine</b>			
1	Mixed refrigerant R407C for Spray Coating Machine	60	2.23	780.00	810.00
2					
3					
4					
5			CBM	kg	kg
6					
7					
8					
9					
10					
<b>TOTAL</b>		<b>1</b> PKG	<b>2.23</b> CBM	<b>780</b> kg	<b>810</b> kg

For the detailed, please refer to the attached packing list

The foregoing Agreement In the Matter of Hanwha Cimarron LLC, Docket No. CAA-2024-008447, is Hereby Stipulated, Agreed, and Approved.

FOR COMPLAINANT:

MARY GREENE Digitally signed by MARY GREENE  
Date: 2024.02.08 16:13:12 -05'00'

Signature

2/8/2024

Date

Mary E. Greene  
Director, Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency

FOR RESPONDENT:

J.W. Wells II  
Signature

2/13/2024  
Date

Printed Name: Wesley Wells

Title: EHS Manager

Address: 4800 Northpark Drive, Opelika AL 36801

Federal Tax Identification Number: 26-2978026

**CERTIFICATE OF SERVICE**

I certify that copies of the foregoing “Expedited Settlement Agreement/Consent Agreement” and “Final Order,” in the matter of Hanwha Cimarron LLC, Docket No. CAA-2024-008447, were sent to the following persons in the manner indicated:

**By E-mail:**

Ethan Thompson, 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: thompson.ethan@epa.gov

Wesley Wells  
Hanwha Cimarron LLC  
4912 Moores Mill Rd  
Huntsville, AL 35811  
e-mail: wwells@hanwhacimarron.com

Dated: Feb 23, 2024

*Annette Duncan*  
Annette Duncan  
Administrative Specialist