

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 4

FILED

Oct 15, 2024

3:24 pm

**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

Performance Diesel, Inc.,

Respondent.

Docket No. CAA-04-2024-0104(b)

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 205(c)(1) of the Clean Air Act ("CAA" or the "Act"), 42 U.S.C. § 7524(c)(1), and Sections 22.13(b) 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 Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without Respondent's admission of violation or adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 205(c)(1) of the Act.
5. Respondent is Performance Diesel, Inc., a corporation doing business in the State of South Carolina. This proceeding pertains to Respondent's facility located at 526 Wando Lane, Mount Pleasant, South Carolina 29464 (Facility).

III. GOVERNING LAW

6. This proceeding arises under Part A of Title II of the Act, CAA §§ 202-219, 42 U.S.C. §§ 7521-7554, and the regulations promulgated thereunder.
7. The Act requires the EPA to prescribe and revise, by regulation, standards applicable to the emission of any air pollutant from new motor vehicles or new motor vehicle engines which cause or contribute to air pollution, which may reasonably be anticipated to endanger public health or welfare. Section 202(a)(1) and (3) of the CAA, 42 U.S.C. § 7521(a)(1) and (3); 40 C.F.R. Part 86.
8. Section 203(a)(3)(A) of the Act, 42 U.S.C. § 7522(a)(3)(A), prohibits any “person” from knowingly removing or rendering inoperative any device or “element of design” installed on or in a “motor vehicle” or motor vehicle engine in compliance with regulations under Subpart A of Title II of the CAA after such sale and delivery to the ultimate purchaser. This is also referred to as “tampering.”
9. Section 203(a)(3)(B) of the Act, 42 U.S.C. § 7522(a)(3)(B), prohibits any “person” from manufacturing, selling, offering to sell, or installing any parts or components intended for use with, or as part of, a “motor vehicle” or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or “element of design” installed on or in a “motor vehicle” or motor vehicle engine in compliance with the regulations under Subpart A of Title II of the Act (hereinafter referred to as “aftermarket defeat devices”), and where the person knows or should know that the part or component is being offered for sale or installed for such use or put to such use.
10. Any person who violates Section 203 of the Act, 42 U.S.C. § 7522, or any rule promulgated thereunder, may be assessed a civil penalty pursuant to Section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1), and 40 C.F.R. Part 19. Civil penalties under Section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1), may be assessed by an administrative order. The Administrator may compromise, or remit with or without conditions, any administrative penalty which may be imposed under Section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1).
11. Section 302(e) of the Act, 42 U.S.C. § 7602(e), defines “person” as an individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency, department, or instrumentality of the United States and any officer, agent or employee thereof.
12. Section 203(a)(1) of the Act prohibits a vehicle manufacturer from selling a new motor vehicle in the United States unless the vehicle is covered by a certificate of conformity (COC). 42 U.S.C. § 7522(a)(1).
13. Section 216(2) of the Act, 42 U.S.C. § 7550(2), defines “motor vehicle” as any self-propelled vehicle designed for transporting persons or property on a street or highway.

14. The EPA issues COCs to motor engine and motor vehicle manufacturers under section 206(a) of the CAA, 42 U.S.C. § 7525(a), to certify that a particular group of motor vehicles conforms to applicable EPA requirements governing motor vehicle emissions.
15. The application for a COC must describe, among other things, the emissions-related “elements of design” of the motor vehicle or motor vehicle engine. See 40 C.F.R. § 86.1844-01.
16. 40 C.F.R. § 86.1803-01 defines “element of design” as any control system (i.e., computer software, electronic control system, emission control system, computer logic), and/or control system calibrations, and/or the results of systems interaction, and/or hardware items on a motor vehicle or motor vehicle engine.
17. To meet the emission standards in 40 C.F.R. Part 86 and qualify for a COC, motor vehicle manufacturers may utilize “elements of design” that control emissions of air pollutants, such as exhaust gas recirculation, catalytic converters, diesel particulate filters, and/or selective catalytic reduction systems.

IV. FINDINGS OF FACTS

18. At all times relevant to this CAFO, Respondent sold, offered to sell, and/or installed motor vehicle parts or performed services involving the removal of emissions-related devices or elements of design for customers throughout the United States.
19. On November 10, 2021, EPA sent an information request (Request) pursuant to Section 208(a) of the Act, 42 U.S.C. § 7542(a), to Respondent regarding the aftermarket defeat devices it sold, offered for sale, and/or installed, and services Respondent performed involving the removal of emissions-related devices or elements of design on or in motor vehicles required to be installed in compliance with the Act.
20. On December 13, 2021, Respondent responded to the Request by providing invoices and documentation related to the Respondent’s sale, offer for sale, and/or installation of aftermarket defeat devices, and services involving the removal of emissions-related devices or elements of design on or in motor vehicles.
21. Based on Respondent’s December 13, 2021, response to the Request and additional information gathered during the EPA’s investigation, the EPA alleges that Respondent sold, offered for sale, and/or installed aftermarket defeat devices such as various tuner-related products, exhaust gas recirculation delete hardware, and exhaust aftertreatment delete hardware for motor vehicles, and removed/tampered with emissions-related devices or elements of design such as exhaust gas recirculation, diesel oxidation catalysts, diesel particulate filters, and selective catalytic reduction, as identified in Appendix A, herein incorporated in this CAFO by reference.
22. The aftermarket defeat devices were designed and marketed for use on various motor vehicles and intended to bypass, defeat, or render inoperative emissions-related devices or elements of design such as the exhaust gas recirculation, catalytic converters, diesel particulate filters,

selective catalytic reduction, and on-board diagnostic systems that are installed on or in those motor vehicles to meet the CAA emission standards.

23. On February 23, 2024, EPA sent a Notice of Potential Violation and Opportunity to Confer (NOPVOC) to the Respondent concerning the alleged violations.
24. On March 25, 2024, EPA and the Respondent held a show cause meeting to discuss the violations alleged in the NOPVOC.
25. On March 25, 2024, Respondent confirmed that it no longer sells, offers for sale, and/or installs aftermarket defeat devices or tampers with motor vehicles or motor vehicle engines.

V. ALLEGED VIOLATIONS

26. Respondent is a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
27. Based on the information provided in the Respondent’s response to the Request, and as shown in Appendix A, between June 1, 2021, and September 1, 2021, Respondent sold, offered to sell, and/or installed at least 45 parts, identified in Appendix A of this CAFO, including 10 tuning products, 9 exhaust gas recirculation delete hardware, and 26 exhaust aftertreatment delete hardware, and removed/tampered with emissions-related devices or elements of design such as the exhaust gas recirculation, diesel oxidation catalysts, diesel particulate filters, and/or selective catalytic reduction of 27 motor vehicles.
28. The parts identified in Appendix A of this CAFO (incorporated by reference) are aftermarket defeat devices because they are parts or components intended for use with, or as part of, motor vehicles or motor vehicle engines, and a principal effect of the parts or components is to bypass, defeat, or render inoperative emissions-related devices or elements of design that are installed in or on a motor vehicle to meet the regulations under Subpart A of Title II of the Act, such as exhaust gas recirculation, diesel oxidation catalysts, diesel particulate filters, selective catalytic reduction, and on-board diagnostic systems.
29. Respondent knew or should have known that the aftermarket defeat devices identified in Appendix A were being offered for sale or installed for such use or put to such use, in violation of Section 203(a)(3)(B) of the Act, 42 U.S.C. § 7522(a)(3)(B).
30. Respondent knew or should have known that removing or tampering with the emissions-related devices or elements of design identified in Appendix A, installed in or on a motor vehicle in compliance with the CAA, would render such devices or elements of design inoperative, in violation of Section 203(a)(3)(A) of the Act, 42 U.S.C. § 7522(a)(3)(A).
31. The EPA alleges that, between June 1, 2021, and September 1, 2021, Respondent committed approximately 72 violations of Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and/or Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), by manufacturing, selling, offering for sale, and/or installing, the aftermarket defeat devices identified in Appendix A of this CAFO, and/or by removing/tampering with emissions-related devices or elements of design identified in Appendix A of this CAFO.

VI. STIPULATIONS

32. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

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

- (a) admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
- (b) neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the conditions specified in this CAFO;
- (e) waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
- (f) waives its rights to appeal the Final Order accompanying this CAFO.

34. For the purpose of this proceeding, Respondent:

- (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- (d) by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of the Act and its implementing regulations;
- (e) waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO; and
- (f) agrees to comply with the terms of this CAFO.

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

VII. TERMS OF PAYMENT

36. Respondent agrees to a civil penalty with conditions in the amount of \$13,000 ("Assessed Penalty"), to be paid within thirty (30) calendar days after the Effective Date of this CAFO. Based on Respondent's documented ability to pay claim, and in accordance with applicable

laws, EPA conducted an analysis of Respondent's financial information and determined that the Assessed Penalty is an appropriate amount to settle this action.

37. 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>.

38. When making a payment, Respondent shall:

- (a) Identify every payment with Respondent's name and the docket number of this Agreement, CAA-04-2024-0104(b); and
- (b) Concurrently with any payment or within 24 hours of any payment, serve proof of such payment to the following persons:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
r4_regional_hearing_clerk@epa.gov

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

and

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

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

39. 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 EPA is authorized to recover the following amounts.

- (a) Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) calendar days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) calendar 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 ten percent (10%) quarterly non-payment penalty.

40. 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 Agreement, EPA may take additional actions. Such actions 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 to 40 C.F.R. §§ 13.13 and 13.14.
- (b) Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 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 EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- (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.

41. 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.

42. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

VIII. RESPONDENT'S CERTIFICATION OF COMPLIANCE

43. Respondent and the EPA have agreed, in compromise of the civil penalty that otherwise may be imposed herein, that Respondent shall fulfill the conditions stated below in paragraphs 44 and 45.
44. By signing this Consent Agreement, Respondent agrees to the following: (i) Respondent will not remove or render inoperative any emissions-related device or element of design installed on or in a motor vehicle or motor vehicle engine in violation of Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A); (ii) Respondent will not sell, offer for sale, or install any part or component, including those listed in Appendix A, if the part or component is intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle in compliance with applicable regulations, and where Respondent knows or should know that such part or component is being offered for sale or installed for such use or put to such use, in violation of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B); and (iii) Respondent acknowledges receipt of EPA's November 23, 2020 *"Tampering Policy: The EPA Enforcement Policy on Vehicles and Engine Tampering and Aftermarket Defeat Devices under the Clean Air Act."*
45. Within 14 calendar days from the date the Respondent signs the CAFO, the Respondent shall remove from its webpages and any of Respondent's social media accounts all advertisements, photos, videos, and information that relates to performing tampering and/or selling, offering to sell, and/or installing defeat devices except advertisements, photos, videos or information relating to how to comply with the CAA.

IX. TAX IDENTIFICATION

46. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 162-21(b)(2), performance of the actions identified in Section VIII (Respondent's Certification of Compliance), and payments made to take such actions, are restitution, remediation, or required to come into compliance with the law.

X. EFFECT OF CAFO

47. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
48. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), and performance of the conditions in Section VIII (Respondent's Certification of Compliance), shall satisfy the requirements of this CAFO, but shall not in any case affect the right of EPA or the

United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).

49. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 205(c)(6) of the Act, 42 U.S.C. § 7414(c)(6), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
50. Nothing in this CAFO 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 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, except as expressly provided herein.
51. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment as provided under the Act.
52. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
53. The provisions of this CAFO shall apply to and be binding upon Respondents, successors, and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO. Respondent must give written notice and a copy of this CAFO to any successors in interest prior to any transfer of ownership or control of any portion of or interest in Respondent. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to the EPA. In the event of any such transfer, assignment, or delegation, Respondent shall not be released from the obligations or liabilities of this CAFO unless the EPA has provided written approval of the release of said obligations or liabilities.
54. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
55. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
56. By signing this Consent Agreement, the Complainant and the undersigned representative of the Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
57. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.

58. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, 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.
59. EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA. If such false or inaccurate material was provided, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
60. It is the intent of the parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
61. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

XI. EFFECTIVE DATE

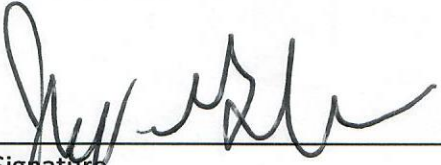
62. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

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[Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement in the matter of Performance Diesel, Inc., Docket No. CAA-04-2024-0104(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:


Signature _____ Date 9/10/24
Printed Name: John Glasgow
Title: OWNER
Address: 526 Wando Lane MT Pleasant S.C. 29464

The foregoing Consent Agreement in the matter of Performance Diesel, Inc., Docket No. CAA-04-2024-0104(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Performance Diesel, Inc.,

Respondent.

Docket No. CAA-04-2024-0104(b)

FINAL ORDER

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

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

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the matter of Performance Diesel, Inc., Docket No. CAA-04-2024-0104(b), were filed and copies of the same were emailed to the parties as indicated below.

Via email to all parties at the following email addresses:

To Respondent: Stewart D. Cables, Managing Partner
 Hassan + Cables
 1035 Pearl Street, Suite 200
 Boulder, CO 80302
 stewart@hassancables.com
 303-249-9994

To EPA: Aleeka Broner, Life Scientist
 aleeka.broner@epa.gov
 404-562-9186

Ashley Short, Attorney-Adviser
short.ashley@epa.gov
404-562-9654

Shannon L. Richardson, Regional Hearing Clerk
r4_regional_hearing_clerk@epa.gov

APPENDIX A

Table 1 – Tampered Motor Vehicles

Invoice Date	Vehicle Application	Installed Product(s)	Tampered Components
6/2/2021	2014 Ford F-250	EFI Live Tunes aFe 4" Downpipe Back Exhaust	Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF), Selective Catalytic Reduction (SCR)
6/3/2021	2014 Ford F-350	EFI Live Tunes aFe 4" Downpipe Back Exhaust	DOC, DPF, SCR
6/9/2021	2007 Ford F-250	EGR Replacement Kit	Exhaust Gas Recirculation (EGR)
6/11/2021	2018 Ford F-250	Customer Supplied Tunes Customer Supplied Exhaust	DOC, DPF, SCR
6/18/21	2015 Dodge Ram 4500	EFI Live Tunes EGR Rebuild Kit	DOC, DPF, SCR, EGR
6/23/2021	2015 Dodge Ram 2500	EFI Live Tunes aFe 4" DPF Back Exhaust EGR Replacement Kit	DOC, DPF, SCR, EGR
6/26/2021	2014 Dodge Ram 3500	EFI Live Tunes aFe 4" Downpipe Back Exhaust	DOC, DPF, SCR
7/7/2021	2017 Ford F-250	EFI Live Tunes aFe 4" Downpipe Back Exhaust	DOC, DPF, SCR
7/9/2021	2020 Dodge Ram 3500	EFI Live Tunes aFe 4" Kit w/ 5 in Muffler	DOC, DPF, SCR
7/28/2021	2008 Chevrolet Silverado 2500	EFI Live Custom Tunes aFe 4" Downpipe Back Exhaust EGR Kit	DOC, DPF, SCR, EGR
7/12/2021	2020 Dodge Ram 2500	EZ Lynk Tunes aFe 4" DPF Back Exhaust	DOC, DPF, SCR
7/13/2021	2015 Chevrolet Silverado 2500	EFI Live Tunes aFe 4" Downpipe Back Exhaust	DOC, DPF, SCR
7/15/2021	2015 Ford F-250	EGR Repair Kit	EGR
7/22/2021	2017 Ford F-250	EFI Live Tunes aFe 4" DPF Back Exhaust	DOC, DPF, SCR
7/22/2021	2015 Ford F-250	EFI Live Tunes aFe 4" Downpipe Back	DOC, DPF, SCR
7/27/2021	2015 Dodge Ram 5500	EGR Repair Kit	EGR
7/27/2021	2012 Ford F-250	EGR Repair Kit	EGR

7/29/2021	2016 Chevrolet Silverado 3500	EGR Replacement Kit	EGR
8/3/2021	2014 Ford F-250	EFI Live Tunes aFe 4" DPF Back Exhaust	DOC, DPF, SCR
8/4/2021	2016 Ford F-250	EFI Live Tunes aFe 5" DPF Aluminized Exhaust	DOC, DPF, SCR
8/17/2021	2016 Ford F-250	EFI Live Tunes aFe 5" DPF Back Exhaust	DOC, DPF, SCR
8/19/2021	2018 Dodge Ram 2500	EFI Live Tunes aFe 5" DPF Back Exhaust	DOC, DPF, SCR
8/20/2021	2017 Dodge Ram 2500	EFI Live Tunes aFe 4" Downpipe Back Exhaust	DOC, DPF, SCR
8/24/2021	2015 Dodge Ram 2500	EFI Live Tunes aFe 4" Downpipe Back Exhaust	DOC, DPF, SCR
8/27/2021	2015 Chevrolet Silverado 2500	EFI Live Tunes aFe 4" DPF Aluminized Exhaust	DOC, DPF, SCR
8/31/2021	2017 Ford F-250	EFI Live Tunes aFe 5" DPF Aluminized Exhaust	DOC, DPF, SCR
9/1/2021	2019 Dodge Ram 2500	EFI Live Tunes aFe 4" Downpipe Back Exhaust	DOC, DPF, SCR

Table 1 – List of Defeat Devices Sold

Type of Defeat Device	Vehicle Application	Manufacturer	Part No.	Quantity Sold
Tuning Product	Various	Motor Ops	N/A	10
EGR Delete Hardware	2013-2018 Dodge 2500/5500	GDP	620003	3
EGR Delete Hardware	2006-2007 Ford F-250	GDP	220007	2
EGR Delete Hardware	2011-2016 Ford F-250	GDP	220012	2
EGR Delete Hardware	2011-2016 Chevrolet/GMC 2500	GDP	421015	1
EGR Delete Hardware	2008-2010 Chevrolet/GMC 2500	GDP	420020	1
Exhaust Aftertreatment Delete Hardware	2013-2018 Dodge 2500/3500	Flo-Pro	511005/411006	6
Exhaust Aftertreatment Delete Hardware	2019-2021 Dodge 2500/3500	Flo-Pro	411028	4

Exhaust Aftertreatment Delete Hardware	2013-2018 Dodge 2500/3500	Flo-Pro	411006	2
Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F-250	Flo-Pro	N/A	1
Exhaust Aftertreatment Delete Hardware	2017-2021 Ford F-250	Flo-Pro	421013	10
Exhaust Aftertreatment Delete Hardware	2011-2016 Chevrolet/GMC 2500	Flo-Pro	431015	2
Exhaust Aftertreatment Delete Hardware	2017-2021 Chevrolet/GMC 4500	Flo-Pro	431002	1