

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

FILED

Nov 22, 2024

8:15 am

U.S. EPA REGION 5
HEARING CLERK

In the Matter of:)
)
Moncure & Rohr Brand Development LLC)
and National Sales Management LLC,)
Austin, Texas)
and,)
)
Rohr Enterprises,)
Birmingham, Alabama)
)
Respondents.)
_____)

Docket No. CAA-05-2025-0012

Proceeding to Assess a Civil Penalty
Under Section 205(c)(1) of the Clean Air Act, 42
U.S.C. § 7524(c)

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 205(c)(1) of the Clean Air Act (the CAA), 42 U.S.C. § 7524(c)(1), and Sections 22.1(a)(2), 22.13(b) and 22.18(b)(2) and (3) 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 Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (EPA), Region 5.

3. Respondents are Moncure & Rohr Brand Development LLC (M&R), National Sales Management LLC, and Rohr Enterprises. M&R and National Sales Management LLC are limited liability companies doing business in Texas. Rohr Enterprises is a corporation doing business in Birmingham, Alabama.

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondents consent to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondents admit the jurisdictional allegations in this CAFO and neither admit nor deny the factual allegations in this CAFO.

8. Respondents waive their right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and their right to appeal this CAFO. Respondents waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive any right to challenge the lawfulness of the final order accompanying the consent agreement.

Statutory and Regulatory Background

9. Title II of the CAA, 42 U.S.C. §§ 7521–7554, was enacted to reduce air pollution from mobile sources. In enacting the CAA, Congress found, in part, that “the increasing use of motor vehicles . . . has resulted in mounting dangers to the public health and welfare.” Section 101(a)(2) of the CAA, 42 U.S.C. § 7401(a)(2). Congress’s purpose in enacting the CAA included “to protect and enhance the quality of the Nation’s air resources so as to promote the public health and welfare and the productive capacity of its population,” and “to initiate and accelerate a national research

and development program to achieve the prevention and control of air pollution.” Section 101(b)(1)–(2) of the CAA, 42 U.S.C. § 7401(b)(1)–(2).

10. EPA promulgated emission standards for particulate matter (PM), nitrogen oxides (NO_x), and other pollutants applicable to motor vehicle and motor vehicle engines under Section 202 of the CAA, 42 U.S.C. § 7521. See the implementing regulations at 40 C.F.R. Part 86. Vehicle and engine emissions standards “reflect the greatest degree of emission reduction achievable through the application of [available] technology.” Section 202(a)(3)(A)(i) of the CAA, 42 U.S.C. § 7521(a)(3)(A)(i).

11. Section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), prohibits a manufacturer of motor vehicles or motor vehicle engines from selling a new motor vehicle or motor vehicle engine in the United States unless the motor vehicle or motor vehicle engine is covered by a certificate of conformity (COC). EPA issues COCs to motor vehicle and motor vehicle engine manufacturers under Section 206(a) of the CAA, 42 U.S.C. § 7525(a), to certify that a particular group of motor vehicle and motor vehicle engines conform to applicable EPA requirements governing motor vehicle emissions. The COC will include, among other things, a description of the engines, their emission control systems, all auxiliary emission control devices and the engine parameters monitored.

12. To meet the emission standards in 40 C.F.R. Part 86 and qualify for a COC, engine manufacturers may utilize control devices or elements of design such as Exhaust Gas Recirculation (EGR), Clean Gas Induction (CGI), Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF), and/or Selective Catalytic Reduction (SCR) systems.

13. Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), prohibits the following acts and the causing thereof: “for any person to manufacture or sell, or offer to sell, or install, any part or component 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 or motor vehicle engine in compliance with regulations under [Title II of the CAA], and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.” These parts or components are also referred to as “defeat devices.”

14. The CAA does not exempt “off-road use only” or “competition only” motor vehicles or motor vehicle engines. The definitions for motor vehicle at CAA § 216(2); 42 U.S.C. § 7550(2) and 40 C.F.R. § 85.1703 make no exemption for motor vehicles or motor vehicle engines used for competition. More generally, these definitions are based on vehicle attributes (e.g., ability to travel over 25 miles per hour, lack of features that render street use unsafe) and make no exemption for vehicles based on their use.

15. The Administrator of EPA (the Administrator) may assess a civil penalty of up to \$5,580 per motor vehicle, motor vehicle engine, or part or component up to a total of \$446,456 against each violator for violations that occurred after November 2, 2015, and where penalties are assessed on or after January 6, 2023, pursuant to Section 205(a) and (c) of the CAA, 42 U.S.C. § 7524(a) and (c), and 40 C.F.R. § 19.4.

Factual Allegations and Alleged Violations

16. Respondent M&R is a limited liability company registered in Texas. M&R is an automotive aftermarket branding and sales company.

17. M&R is a business association, and therefore is a “person” as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

18. Respondent National Sales Management LLC is a limited liability company registered in Texas.

19. National Sales Management LLC is a business association, and therefore is a “person” as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

20. Respondent Rohr Enterprises is a business association, and therefore is a “person” as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

21. Respondents work or have worked as the United States brand development representatives for MBRP Ltd. and MBRP Inc. (“MBRP”), which is an automotive aftermarket exhaust parts manufacturer based in Ontario, Canada. Beginning in 2008, Nicholas Moncure performed contract work in the United States for MBRP through National Sales Management LLC. Similarly, Jesse Rohr performed contract work for MBRP in the United States through Rohr Enterprises. In 2019, Mr. Moncure and Mr. Rohr formed M&R, which continues to perform work in the United States for MBRP.

22. On November 2, 2022 and November 4, 2022, EPA issued Information Requests (Requests) to Jesse Rohr and M&R, respectively, pursuant to Sections 114 and 208 of the CAA, 42 U.S.C. §§ 7414, 7542. The Requests sought information related to the sale, and/or offer to sell certain parts, components, and products which bypass, defeat, or render inoperative emission control components, elements of design, or emissions related parts or components for the period of January 1, 2018, to November 4, 2022.

23. The Requests also included a “Partial/Example List of MBRP and P1 Race Parts” of particular concern to EPA in Attachment A of the Requests.

24. M&R and Jesse Rohr submitted responses to the Requests on December 30, 2022 (First Response) and February 2, 2023 (Second Response).

25. On June 26, 2023, EPA issued a Finding of Violation (FOV) to Respondents for violating Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B).

26. The Second Response included, among other things, a spreadsheet (referred to as “the COL reports”) containing information related to the sales, in the United States, of MBRP’s aftermarket exhaust parts for the period of second quarter 2016 to November 2022.

27. The COL reports include pertinent information for all MBRP sales that resulted from Respondents’ services.

28. Respondents received compensation from MBRP for a percentage of each sale attributable to their customer-management and branding services performed for MBRP in the United States.

29. Many of MBRP’s aftermarket exhaust parts identified in the COL reports are parts, components, and products which bypass, defeat, or render inoperative emission control components, elements of design, or emissions related parts or components installed on motor vehicles or motor vehicle engines. A non-exhaustive list of MBRP aftermarket exhaust parts identified from the COL report are included in Appendix A to this CAFO.

30. From at least November 3, 2017 through November 3, 2022, at times better known to Respondents, Respondents sold, offered to sell, and/or caused the sale of thousands of parts, components, and products which bypass, defeat, or render inoperative emission control components, elements of design, or emissions related parts or components installed on motor vehicles or motor vehicle engines.

31. Respondents violated Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), by selling, offering to sell, and/or causing the sale of parts or components, intended for use with, or as part of, a motor vehicle or motor vehicle engine, where a principle effect of the part or component was to bypass, defeat or render inoperative elements of design or emission controls, and/or other elements of design on motor vehicles and motor vehicle engines that were in compliance with Title

II of the CAA. Respondents knew or should have known that such parts or components were being offered for sale or installed for such use or put to such use.

Civil Penalty

32. Based on analysis of the factors specified in Section 205(c)(2) of the CAA, 42 U.S.C. § 7524(c)(2), the facts of this case, the Respondents’ ability to pay and the Respondents’ cooperation, EPA has determined that an appropriate civil penalty to settle this action is \$125,000.

33. Respondents agree to pay the civil penalty above (“Assessed Penalty”). Based on Respondents’ documented inability to pay claim, and in accordance with applicable laws, EPA conducted an analysis of Respondents’ financial information and determined that the Assessed Penalty is an appropriate amount to settle this action, which Respondents consent to pay as follows:

- a. The Assessed Penalty will be paid in 5 installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at the IRS standard underpayment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$ 129,750. The first payment is due within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”). Respondents’ subsequent payments shall thereafter be due in 90-day intervals from said Filing Date.
- b. Respondents shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made <i>no later than</i>	Principal Amount	Interest Amount	Total Payment Amount
1	30 days after the Filing Date.	\$30,000.00	\$0.00	\$30,000.00
2	90 days after the Filing Date.	\$23,750.00	\$1,900.00	\$25,650.00
3	180 days after the Filing Date.	\$23,750.00	\$1,425.00	\$25,175.00
4	270 days after the Filing Date.	\$23,750.00	\$950.00	\$24,700.00

5	360 days after the Filing Date.	\$23,750.00	\$475.00	\$24,225.00
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- c. Notwithstanding Respondents' agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondents may pay the entire Assessed Penalty of \$125,000 within thirty (30) days of the Filing Date and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondents may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

34. Respondents 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>.

35. When making a payment, Respondents shall:

- a. Identify every payment with Respondents' name and the docket number of this Agreement, CAA-05-2025-0012,
- b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve proof of such payment to the following person(s):

Regional Hearing Clerk (E-19J)
U.S. Environmental Protection Agency, Region 5
r5hearingclerk@epa.gov

Air Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency, Region 5
R5airenforcement@epa.gov

Christopher Grubb
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
grubb.christopher@epa.gov

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 Respondents’ name.

36. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to timely pay the full amount of the Assessed Penalty per this Agreement, the EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondents adequate incentive for timely payment.
- b. Handling Charges. Respondents will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondents fail to pay the Assessed Penalty in accordance with this Agreement, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Filing Date.

37. Late Penalty Actions. In addition to the amounts described in the prior paragraph, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and

penalties per this Agreement, 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 Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

38. 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.

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

40. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that 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.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondents to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondents herein agrees, that:

- a. Respondents shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondents shall therein certify that its completed IRS Form W-9 includes Respondents’ correct TIN or that Respondents have applied and is waiting for issuance of a TIN;
- c. Respondents shall email its completed Form W-9 to EPA’s Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondents have certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondents shall provide EPA’s Cincinnati Finance Center with Respondent’s TIN, via email, within five (5) days of Respondent’s receipt of a TIN issued by the IRS.

Other Conditions

41. By signing this Consent Agreement, Respondents agree to the following:

(i) Respondents 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) Respondents will not manufacture, sell, offer for sale, cause the sale of, or install any part or component of a motor vehicle or motor vehicle engine in violation of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B) (including but not limited to

the parts explicitly listed in Appendix A); and (iii) Respondents acknowledge 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."

42. For purposes of paragraphs 41 and 57 of this Consent Agreement, the term "sell, offer for sale, [or] cause the sale" includes, but is not limited to, any marketing or promotional activity in which the parts identified in Appendix A are expressly identified (for example, a promotional video targeting a part identified in Appendix A). Displaying at a trade show a motor vehicle or motor vehicle engine loaned to Respondents by any third party will not constitute a violation of this agreement.

43. By signing this Consent Agreement, Respondents understand that the violations addressed in this CAFO may be considered as a "History of Noncompliance" for any future violations of Title II of the CAA, 42 U.S.C. § 7522(a)(3)(A) and (B), by Respondents or any other business entity owned or operated by Nicholas Moncure and/or Jesse Rohr, as addressed in the January 18, 2021, Clean Air Act Title II Vehicle & Engine Civil Penalty Policy.

44. Respondents certify that as of the date of their signatures on this CAFO there are no defeat devices on any vehicles and engines owned or operated by Respondents.

45. Respondents certify that as of the date of their signatures on this CAFO there are no defeat devices in their possession (including, but not limited to, straight pipes or race pipes, EGR delete kits, tuners, etc.).

46. Within 14 calendar days from the Respondents' signatures on this CAFO, Respondents shall remove from their webpages (if applicable) and any social media platform(s) all advertisements, photos, videos, and information that relate to performing tampering and/or

selling, offering to sell, and/or installing of defeat devices except advertisements, photos, videos, or information relating to how to comply with the CAA.

47. Within 14 calendar days from date of the Respondents' signatures on this CAFO, the Respondents shall post a publicly-accessible announcement about Respondents' settlement with EPA on Respondents' current website homepage(s) (including, <https://www.mr-rep.com>) and Respondents' social media homepage(s), including, but not limited to, all Facebook, Twitter, Pinterest, and Instagram accounts associated with Respondents. The announcement shall remain posted for at least 60 calendar days from the date the announcement is posted. Respondents shall use the text contained in Appendix B (Announcement) in 12-point font, or another notice reviewed and approved by EPA, to provide such announcement. Respondents shall provide EPA with proof of posting the announcement within 30 calendar days from the Effective Date of this CAFO.

48. Within 30 calendar days from the date of Respondents' signatures on this CAFO, Respondents shall notify, in writing, all customers who purchased any of the devices, equipment, and services described in Appendix A of Respondents' settlement with EPA. Respondents shall use the form of letter contained in Appendix C (Letter), or another letter reviewed and approved by EPA to provide such notice. The Letters shall be transmitted by certified U.S. Mail, return receipt requested, or by e-mail, return delivery receipt requested. Respondents shall notify EPA with proof of mailing or e-mailing within 45 calendar days from the Effective Date of this CAFO to verify that all Letters have been sent.

49. In each report that Respondents submit as provided by this CAFO, each Respondent must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

50. Failure to comply with paragraph 41 of this CAFO may constitute a violation of Section 203(a)(3)(A) and (B) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and (B), and Respondents could be subject to penalties of up to the statutory civil penalties in 40 C.F.R. § 19.4.

51. Respondents are informed and believe, and upon such information and belief certify that any material information or representation they have supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondents to the EPA regarding matters relevant to this CAFO, including incomplete responses to Information Requests and information about Respondents' ability to pay a penalty, were false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

52. 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 Other Conditions Section above is restitution, remediation, or required to come into compliance with the law.

General Provisions

53. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: grubb.christopher@epa.gov (for Complainant), and [william wehrum@comcast.net](mailto:william_wehrum@comcast.net) (for Respondents). Respondents understand that the CAFO will become publicly available upon filing.

54. This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in this CAFO.

55. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violation of law.

56. This CAFO does not affect Respondents' responsibility to comply with the CAA and other applicable federal, state and local laws. Except as provided in paragraph 54, above, compliance with this CAFO will not be a defense to any actions subsequently commenced pursuant to federal laws administered by EPA.

57. Respondents certify that they are complying fully with Sections 203(a)(3)(A) and (B) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and (B).

58. This CAFO constitutes an "enforcement response" as that term is used in EPA's Vehicle and Engine Penalty Policy to determine Respondents' compliance history under Section 205(c)(2) of the CAA, 42 U.S.C. § 7524(c)(2).

59. The terms of this CAFO bind Respondents, and any successors and assigns.

60. Each person signing this consent agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

61. Each party agrees to bear its own costs and attorney's fees in this action.

62. This CAFO constitutes the entire agreement between the parties.

Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

Moncure & Rohr Brand Development LLC

11-8-24

Date

**Nick
Moncure**

Digitally signed by Nick
Moncure
Date: 2024.11.08
11:30:24 -08'00'

Nicholas Moncure, Member
Moncure & Rohr Brand Development LLC

11-8-24

Date

Jesse Rohr

Digitally signed by Jesse
Rohr
Date: 2024.11.08
11:29:18 -08'00'

Jesse Rohr, Member
Moncure & Rohr Brand Development LLC

Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

National Sales Management LLC, Respondent

11-8-24

Date

**Nick
Moncure**

Digitally signed by Nick
Moncure
Date: 2024.11.08
11:31:27 -08'00'

Nicholas Moncure, Member
National Sales Management LLC

Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

Rohr Enterprises, Respondent

11-8-24

Date

Jesse Rohr Digitally signed by Jesse
Rohr
Date: 2024.11.08
11:31:45 -08'00'

Jesse Rohr, Owner

Rohr Enterprises

Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

United States Environmental Protection Agency, Complainant

**MICHAEL
HARRIS**

Digitally signed by
MICHAEL HARRIS
Date: 2024.11.20
14:56:28 -06'00'

Michael D. Harris
Division Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5

Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

Date

ANN COYLE Digitally signed by ANN
COYLE
Date: 2024.11.21
15:57:30 -06'00'

Ann L. Coyle
Regional Judicial Officer
U.S. Environmental Protection Agency
Region 5

Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

APPENDIX A

Part Number	Part Description
C6004P	4in Down Pipe Back Exhaust System w/ Front Pipe 07-10 Chevy/GMC 2500/3500
C6004PLM	2007.5-2010 GM 6.6L Duramax LMM (Crew & Ext. Cabs) 4" Downpipe Back No Muffler
C6020PLM	5in Down Pipe Back Exhaust System w/o Muffler AL 07-10 Chevy/GMC 2500/3500
C6044304	4in Down Pipe Back Exhaust System w/o Bungs w/ Muffler and Tip 304SS 11-15 Chevy/GMC 2500/3500
C6044P	4in Down Pipe Back Exhaust System w/o Bungs w/ Muffler AL 11-15 Chevy/GMC 2500/3500 HD
C6044PLM	4" Down Pipe Back Exhaust System w/o Bungs w/o Muffler AL 11-15 Chevy/GMC 2500/3500 HD
C6045P	4in Down Pipe Back Exhaust System w/o Bungs w/ Muffler AL 15.5-16 Chevy/GMC 2500/3500 HD
C6045PLM	4in Down Pipe Back Exhaust System w/o Bungs w/o Muffler AL 15.5-6 Chevy/GMC 2500/3500 HD
C6045SLM	2015.5-2016 Duramax SS 4" Downpipe Back Exhaust - No Muffler
C6048PLM	5in Down Pipe Back Exhaust System w/o Bungs w/o Muffler AL 11-15 Chevy/GMC 2500/3500 HD
C6048SLM	5in Down Pipe Back Exhaust System w/o Bungs w/o Muffler 409 SS 11-15 Chevy/GMC 2500/3500 HD
C6049P	5in Down Pipe Back Exhaust System w/o Bungs w/o Muffler AL 15.5-16 Chevy/GMC 2500/3500 HD
C6049PLM	5in Down Pipe Back Exhaust System w/o Bungs w/o Muffler AL 15.5-16 Chevy/GMC 2500/3500 HD
C6056P	2017-2023 Duramax 4" Performance Series Downpipe-back Race Exhaust System w/ Muffler
C6056PLM	2017-2023 Duramax 4" PLM Series Downpipe-back Race Exhaust System - No Muffler

C6056SLM	2017-2023 Duramax 4" SLM Series Downpipe Back Exhaust System w/ Muffler
C6057P	2016-2018 Duramax 3" Performance Series Turbo-back Race Exhaust System w/ Muffler
C6116PLM	5" PLM SERIES TURBO-BACK COMPETITION EXHAUST SYSTEM 2007.5-2009 Dodge 6.7L Cummins..
C6126P	4in Turbo Back Exhaust System w/ Muffler AL 07-09 Dodge 2500/3500 Cummins
C6126PLM	4in Turbo Back Exhaust System w/o Muffler AL 07-09 Dodge 2500/3500 Cummins
C6142P	4in Turbo Back Exhaust System w/o Bungs w/ Muffler AL 10-12 Dodge 2500/3500 Cummins
C6143P	4in Turbo Back Exhaust System w/o Bungs w/ Muffler AL 13-16 Dodge Ram 6.7L 2500/3500
C6143PLM	4in Turbo Back Exhaust System w/o Bungs w/o Muffler AL 13-16 Dodge Ram 6.7L 2500/3500
C6143SLM	4in Turbo Back Exhaust System w/o Bungs w/o Muffler 409 13-16 Dodge Ram 6.7L 2500/3500
C6145P	2013-2018 Cummins 4" Turbo Back Exhaust w/ Muffler
C6145PLM	2013-2018 Cummins 4" Turbo Back Exhaust - No Muffler
C6145SLM	Cummins SS 4" Turboback Race Exhaust
C6146P	5in Turbo Back Exhaust System w/o Bungs w/ Muffler AL 10-12 Dodge 2500/3500 6.7L
C6146PLM	5in Turbo Back Exhaust System w/o Bungs w/o Muffler AL 10-12 Dodge 2500/3500 Cummins
C6147P	5in Turbo Back Exhaust System w/o Bungs w/ Muffler AL 13-16 Dodge 2500/3500 w/ Coil or L Spring
C6147PLM	5in Turbo Back Exhaust System w/o Bungs w/o Muffler AL 13-16 Dodge 2500 w/ Coil or Leaf Spring
C6147SLM	5in Turbo Back Exhaust System w/o Bungs w/o Muffler 409 13-16 Dodge 2500 w/ Coil or Leaf Spring
C6149PLM	2019-2022 Cummins 4" PLM Series Downpipe Back Exhaust System - No Muffler
C6149SLM	2019-2022 Cummins 4" SLM Series Downpipe Back Race Exhaust System - No Muffler
C6151P	2019-2022 Cummins 5" P Series Turbo Back Race Exhaust System w/ Muffler

C6151PLM	2019-2022 Cummins 5" PLM Series Turbo Back Race Exhaust System - No Muffler
C6151SLM	2019-2022 Cummins 5" SLM Series Turbo Back Race Exhaust System - No Muffler
C6241PLM	4in Turbo Back Exhaust System w/o Bungs w/o Muffler-PLM Series 08-10 Ford F250/350/450 6.4L
C6254PLM	08-10 Ford F250/350/450 6.4L 4in Downpipe Back DPF Delete w/o Bungs w/o Muffler PLM Exhaust
C6254SLM	4" SLM Down Pipe Back Exhaust System For 08-10 Ford 6.4L Powerstroke Diesel
C6260PLM	11 Ford F250/350/450 6.7L 4in Downpipe Back PLM Series DPF Delete w/o Bungs w/o Muffler Exhaust
C6260SLM	4in Down Pipe Back Exhaust System w/o Bungs w/o Muffler-SLM Series 11-16 Ford F250/350/450 6.7L
C6262304	4in Down Pipe Back Exhaust System w/o Bungs w/ Muffler & Tip 304SS 11-16 Ford F250/350/450 6.7L
C6262P	4" Down Pipe Back Exhaust System w/o Bungs w/ Muffler-P Series 11-16 Ford F250/350/450 6.7L
C6262SLM	2011-2016 Ford Powerstroke 6.7L MBRP (P1 SLM Series) 4" Downpipe Back Stainless Race Exhaust Without Muffler
C6268P	5in Down Pipe Back Exhaust System w/o Bungs w/ Muffler-P Series 08-10 Ford F250/350/450 6.4L
C6268PLM	5in Down Pipe Back Exhaust System w/o Bungs w/o Muffler-PLM Series 08-10 Ford F250/350/450 6.4L
C6268SLM	08-10 Ford F250/350/450 6.4L 5in Downpipe Back DPF Delete w/o Bungs w/o Muffler Exhaust System
C6270P	4in Down Pipe Back Exhaust System w/o Bungs w/ Muffler-P Series 08-10 Ford F250/350/450 6.4L
C6276PLM	08-10 F250/350/450 6.4L 4IN DOWN PIPE BACK, RACE ONLY, WITHOUT MUFFLER , REMOVES CC
C6276SLM	08-10 FORD HD 6.4 POWERSTROKE COMPETITION PIPE DOWNPIPE BACK 4' SINGLE EXHAUST(REMOVES CC)
C6280PLM	5" PLM Down Pipe Back Exhaust System For 11-17 Ford 6.7L Powerstroke Diesel
C6280SLM	11 Ford F250/350/450 6.7L 5in Downpipe Back DPF Delete w/o Bungs w/o Muffler Exhaust System
C6292304	2017-2018 Powerstroke SS 4" Downpipe Back Exhaust w/ Muffler

C6292P	4in Down Pipe Back Exhaust System w/o Bungs w/ Muffler-P Series 17 Ford F250/350/450 6.7L
C6292PLM	4" Down Pipe Back Exhaust System w/o Bungs w/o Muffler-PLM Series 17 Ford F250/350/450 6.7L
C6292SLM	2017-2018 Powerstroke SS 4" Downpipe Back Exhaust - No Muffler
C6294P	2018-2020 Powerstroke 3.5" Performance Series Turbo-back Race Exhaust System w/ Muffler
C6294PLM	2018-2020 Powerstroke 3.5" PLM Series Turbo-back Race Exhaust System - No Muffler
C7262409	GT5.0 OFFROAD H PIPE STOCK MANIFOLD 409
C7262AL	11-14GT5.0OFFROADHPIPE STOCK MANIFOLD AL
CDAL437	5/07-12 Dodge 2500/3500 6.7L 4in Cat and DPF Delete Pipe w/o Bungs AL
CDAL438	07-12 DODGE 2500/3500 6.7L 4IN DOWN PIPE, RACE PIPE
CDAL439	DPF Cat Delete Pipe For 2007.5-2012 Dodge 6.7L Cummins Diesel
CDAL441	4in Pipe w/o Bungs AL 13-16 Dodge 2500/3500 6.7L
CDAL442	13-18 DODGE 6.7L 4IN RACE PIPE, WITHOUT BUNGS, WITH MUFFLER, AL RACE COMPONENT
CDAL443	2007.5-2012 Cummins 4" DPF & CAT Delete Race Pipe w/ Muffler
CDAL444	2013-2018 Cummins C&C 4" Race Pipe - No Muffler
CDAL446	2014-2018 EcoDiesel 3" Installer Series Race Component Kit
CDAL447	Cummins 4" Race Pipe
CDAL448	2019-2022 Cummins 4" Race Pipe w/ Muffler
CDS9439	2007-2012 Cummins 4" XP Series Delete Pipe
CDS9442	4in Pipe w/o Bungs w/ Muffler 409 13-16 Dodge 2500/3500 6.7L
CDS9446	2014-2018 EcoDiesel 3" XP Series Race Component Kit
CDS9447	2019-2022 Cummins 4" XP Series Race Component Kit w/ Muffler
CDS9448	2019-2022 Cummins 4" Race Pipe w/ Muffler
CFAL457	2008-2009 Ford F250/350/450 6.4L DPF Delete Pipe NO Bung
CFAL458	DPF Cat Delete Pipe w/o Bungs For 2011-2017 Ford 6.7L Powerstroke Diesel
CFAL461	4in Pipe w/o Bungs AL 17-UP Ford F250/350/450 6.7L

CFAL462	2011-2018 6.7L Powerstroke DPF/CAT/UREA Race Pipe with MUFFLER
CFAL463	2017-2019 Powerstroke 4" Installer Series Race Pipe w/ Muffler
CFAL464	2008-2010 Powerstroke 4" DPF & CAT Delete Race Pipe w/ Muffler
CFAL465	2018-2020 Powerstroke 3.5" Installer Series Race Component Kit
CFG013BLK	Pipe,Down Focus ST Less Cat, BLK
CFGAL011	3" Down Pipe with Y, Off Road
CFGAL020	2015+ F150,ECOBOOST, OFF ROAD Y-PIPE
CFG013	Pipe,Down Focus ST Less Cat, SS304
CFG016	3" Down Pipe w/o Cat
CFG018	Mustang Eco, 2.3L, Downpipe
CFG9011	3" Down Pipe with Y, Off Road
CFG9020	2015+ F150,ECOBOOST, OFF ROAD Y-PIPE
CFS9456	08-10 F250/F350 6.4L DPF RACE PIPE WITH BUNGS
CFS9457	08-10 Ford F250/350/450 6.4L 4in Cat and DPF Delete Pipe NO Bungs T409
CFS9458	4in Pipe w/o Bungs T409 11-16 Ford F250/350/450 6.7L
CFS9461	2017-2019 Powerstroke 4" Delete Pipe - No Muffler
CGMAL426	DPF Cat Delete Pipe w/o Bungs For 2011-2015 GM 6.6L LML Duramax Diesel
CGMAL429	4in Pipe w/o Bungs AL 15.5-16 GM/Chevy 2500/3500 HD
CGMAL430	2017-2023 Duramax 4" Installer Series Delete Pipe
CGMAL431	2015.5-2016 Duramax 4" Installer Series Race Pipe w/ Muffler
CGMAL432	Duramax 4" Installer Series Race Pipe
CGMAL433	2017-2023 Duramax 4" Installer Series Race Component Kit
CGMS9426	Stainless Steel DPF CAT Delete Pipe 2011-15 LML Duramax (SS862)
CGMS9429	2015.5-2016 Duramax 4" Race Pipe Kit - No Muffler
CNAL401	2016-2019 Nissan Titan XD Delete Pipe 5.0L Cummins P1 Race Parts
DA6218	Down Pipe Kit, 3" AL
DAL417	Exhaust DAL417 Catalytic Converter Test Pipe Fits 04-07 Ram 2500 Ram 3500
DAL435	Down Pipe, AL

DS9417	4" SS Catalytic Converter Delete Pipe For 04.5-07 RAM 5.9L Cummins DS9417
DS9435	Down Pipe,409
FAL414	3.5" Catalytic Converter Delete Pipe 2003-2007 Ford 6.0L Powerstroke FAL414
FS9414	3.5" SS Catalytic Converter Delete Pipe 03-07 Ford 6.0L Powerstroke FS9414
GKAL001	2006-2007 Chev/GMC Duramax 2500/3500 4 Front-Pipe Kit for 5 Exhaust Aluminized
GMAL401	4" Aluminized Front Pipe For 2001-2005 GM 6.6L LB7 LLY Duramax Diesel
GMAL421	4" Aluminized Front Pipe 2006-2007 Chevy GMC 6.6L Duramax Diesel GMAL421
GMS9401	2001-2005 Chev/GMC Duramax 2500/3500 4 Front-Pipe w/Flange T409
GMS9421	2006-2007 Chev/GMC Duramax 2500/3500 4 Front-Pipe T409
S6004304	01-07 Chev/GMC 2500/3500Duramax, EC/CC 4in Down Pipe Back Single Side T304
S6004409	2001-2007 Chev/GMC 2500/3500 Duramax EC/CC Down Pipe Back Single Side Off-Road (includes fro
S6004AL	2001-2007 Chev/GMC 2500/3500 Duramax EC/CC Down Pipe Back Single Side Off-Road (includes fro
S6004BLK	2001-2007 Chev/GMC 2500/3500 Duramax EC/CC Down Pipe Back Single Side Off-Road (includes fro
S6004P	2001-2007 Chev/GMC 2500/3500 Duramax EC/CC Downpipe Back P Series Exhaust System
S6004PLM	Exhaust S6004PLM PLM Series Down Pipe Back Exhaust System
S6004SLM	2001-2007 Chev/GMC 2500/3500 EC/CC SLM Series 4 Downpipe Back Exhaust System
S6006409	01-07 SILV/SIERRA 2500/3500 DURAMAX 4IN DOWN PIPE BACK,OFF ROAD,NO MUFFLER,SINGLE T409
S6006AL	01-07 2500/3500 DURAMAX EC/CC 4IN DOWN PIPE BACK,COOL DUALS,AL
S60200409	2001-2007 Chev/GMC 2500/3500 Duramax Classic EC/CC 5 Off Road Single Side (includes front p
S60200AL	2001-2007 Chev/GMC 2500/3500 Duramax Classic EC/CC 5 Off Road Single Side (includes front p
S60200BLK	2001-2007 Chev/GMC 2500/3500 Duramax Classic EC/CC 5 Off Road Single Side (includes front p

S60200P	Exhaust S60200P P Series Down Pipe Back Exhaust System
S60200PLM	Exhaust S60200PLM PLM Series Down Pipe Back Exhaust System
S60200SLM	2500/3500 Duramax Classic EC/CC 5in Down Pipe Back Single Side No Muffler T409
S6020409	2001-2007 Chev/GMC 2500/3500 Duramax Classic EC/CC 5 Off Road Single Side (includes front p
S6020AL	5" Downpipe Back Exhaust System For 2001-2007 GM 6.6L Duramax Diesel
S6020BLK	2001-2007 Chev/GMC 2500/3500 Duramax Classic EC/CC 5 Off Road Single Side (includes front p
S6020PLM	5" PLM Series Downpipe Back Exhaust System For 01-07 GM 6.6L Duramax Diesel
S6020SLM	2001-2007 Chev/GMC 2500/3500 SLM Series 5 Downpipe Back Exhaust System
S6020TD	01-07 Chev/GMC 2500/3500 Classic 5in Down Pipe Back T409 Off Road Single Turn Down
S6104409	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S6104AL	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S6104P	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S6114AL	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S61140409	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S61140AL	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S61140P	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S61140PLM	2003-2004 Dodge 2500/3500 Cummins 5 Turbo Back Single Side
S61160409	2004-2007 Dodge 2500/3500 Cummins 600/610 5 Turbo Back Single Side
S61160AL	2004-2007 Dodge 2500/3500 Cummins 600/610 5 Turbo Back Single Side
S61160BLK	Exhaust S61160BLK Black Series Turbo Back Exhaust System
S61160P	2500/3500 Cummins 600/610 5in Turbo Back Single Side Exit AL
S61160PLM	2500/3500 Cummins 600/610 5in Turbo Back Single Side Exit No Muffler AL
S61160SLM	2500/3500 Cummins 600/610 5in Turbo Back Single Side Exit No Muffler T409
S6116409	2004-2007 Dodge 2500/3500 Cummins 600/610 5 Turbo Back Single Side
S6116AL	2004-2007 Dodge 2500/3500 Cummins 600/610 5 Turbo Back Single Side
S6116PLM	2004-2007 Dodge 2500/3500 Cummins 600/610 PLM Series Exhaust System

S6116SLM	05/04-07 Dodge 2500/3500 600/610 5in Turbo Back Single No Muffler T409 Exhaust System
S6116TD	05/04-07 Dodge 2500/3500 600/610 5in Turbo Back Off Road Single Turn Down T409
S6126304	04.5-07 Dodge 2500/3500 Cummins in600/610in 4in Turbo Back Single Side Exit T304
S6126409	Exhaust S6126409 XP Series Turbo Back Exhaust System Fits Ram 2500 Ram 3500
S6126AL	2004.5-2007 Dodge 2500/3500 Cummins 600/610 Turbo Back Single Side
S6126BLK	05/04-07 Dodge 2500/3500 Cummins 600/610 Turbo Back Single Side Exit Black Coated Exhaust
S6126P	4" Turbo Back Exhaust System For 2004.5-2007 Dodge 5.9L Cummins Diesel
S6126PLM	2004.5-2007 Dodge 2500/3500 Cummins 600/610 PLM Series Exhaust System
S6126SLM	04-07 DODGE 2500/3500 600/610 4IN TURBO BACK,SINGLE,NO MUFFLER,T409
S6126TD	05/04-07 Dodge 2500/3500 4in Turbo Back Single Turn Down T409 Exhaust System
S6128409	04-07 DODGE 2500/3500 CUMMINS 600/610 4IN TURBO BACK,DUAL SIDE EXIT,T409
S6128AL	Exhaust S6128AL Installer Series Cool Duals Turbo Back Exhaust System
S6212304	2003-2007 Ford F-250/350 6.0L 4in Turbo Back Single Side Off-Road T304 Stainless
S6212409	2003-2007 Ford F-250/350 6.0L Turbo Back Single Side Off-Road
S6212AL	Exhaust S6212AL Installer Series Turbo Back Exhaust System
S6212BLK	03-07 Ford F-250/350 6.0L 4in Turbo Back Single Side Exist Off-Road Exhaust - Black
S6212P	4" Turbo Back Exhaust W Muffler 03-07 Ford 6.0L Powerstroke Diesel S6212P
S6212PLM	4" Turbo Back Exhaust 2003-2007 Ford 6.0L Powerstroke Diesel S6212PLM
S6212SLM	03-07 Ford F-250/350 6.0L 4in Turbo Back Off Road Single No Muffler T409 Exhaust System
S6212TD	03-07 Ford F-250/350 6.0L 4in Turbo Back Off Road Single Turn Down T409 Exhaust System
S6212PBT	03-07 Ford F-250/350 6.0L 4in Turbo Back Off Road Black Tip
S6214409	2003-2007 Ford F-250/350 6.0L Turbo Back Cool Duals Off-Road

S6214AL	2003-2007 Ford F-250/350 6.0L Turbo Back Cool Duals Off-Road
S6218409	4" Turbo Back, Single Side Exit, SS409
S6218AL	4" Turbo Back, Single Side Exit, AL
S6218P	4" Turbo Back, Single Side Exit, AL
S62240409	2003-2007 Ford F-250/350 6.0L EC/CC 5 Turbo Back Single Side
S62240AL	2003-2007 Ford F-250/350 6.0L EC/CC 5 Turbo Back Single Side
S62240BLK	2003-2007 Ford F-250/350 6.0L EC/CC 5 Turbo Back Single Side
S62240P	Exhaust S62240P P Series Turbo Back Exhaust System
S62240PLM	F-250/350 6.0L EC/CC 5in Turbo Back Single Side Exit No Muffler AL
S62240SLM	Exhaust S62240SLM SLM Series Turbo Back Exhaust System
S6224409	2003-2007 Ford F-250/350 6.0L EC/CC 5 Turbo Back Single Side
S6224AL	2003-2007 Ford F-250/350 6.0L EC/CC 5 Turbo Back Single Side
S6224PLM	2003-2007 Ford F-250/350 6.0L EC/CC PLM Series Exhaust System
S6224SLM	03-07 Ford F-250/350 6.0L EC/CC 5in Turbo Back Single No Muffler T409 Exhaust System
S6224TD	03-07 Ford F-250/350 6.0L ED/CC 5in Turbo Back Single Turn Down T409
S6240409	2003-2007 Ford F350/450/550 6.0L Cab & Chassis Cab & Chassis Turbo Back Single Side Off Road
S6240AL	2003-2007 Ford F350/450/550 6.0L Cab & Chassis Cab & Chassis Turbo Back Single Side Off Road
S7230304	Long Tube Headers, T304
S7231304	11-14 Mustang GT Header HPipe Kit,3" 304
S7235304	2015 up Mustang GT Header H-Pipe Kit
S8006409	MBRP 2001-2007 Chevy/GMC 2500/3550 HD Duramax 6.6L Down Pipe Back Single SMOKERS (incl. front pipe)
S8114409	4" Turbo Back Single Stack Kit For 03-04 Dodge RAM 5.9L Cummins S8114409
S8201AL	4" Turbo Back Dual Stack Kit 2003-2007 Ford 6.0L Powerstroke Diesel S8201AL
S8208409	4" Single Turbo Back Exhaust Stack Kit 03-07 Ford 6.0L Powerstroke Diesel
S8212409	03-07 F250/F350 6.0L 5IN TURBO BACK,DUAL SMOKERS,T409

S9201AL	03-07 F250/F350/F450 6.4L 4IN TURBO BACK,SMOKERS(INCL. B1610 STACKS),AL
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Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

APPENDIX B

Announcement

On [Date], M&R Brand Development, National Sales Management LLC, and Rohr Enterprises (collectively, M&R) entered into a settlement with the United States Environmental Protection Agency (EPA) to resolve alleged violations of Section 203(a)(3)(B) of the Clean Air Act (CAA), related to the selling and/or offering to sell defeat devices for use on certified motor vehicles and engines.

By signing a consent agreement with EPA, M&R has certified that they will comply with Section 203(a)(3) of the CAA, which makes it unlawful for: “(A) any person to remove or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under [Title II of the CAA] prior to its sale and delivery to the ultimate purchasers, or for any person knowingly to remove or render inoperative any such device or element of design after such sale and delivery to the ultimate purchaser; or (B) for any person to manufacture or sell, or offer to sell, or install, any part or component 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 engine in compliance with regulations under [Title II of the CAA], and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.”

M&R will pay a penalty of \$125,000 and comply with the consent agreement to ensure ongoing compliance with the Clean Air Act.

If you have any questions regarding this announcement, please ask for Nick Moncure or Jesse Rohr.

Thank you,

Nick Moncure and Jesse Rohr

Consent Agreement and Final Order

In the Matter of: Moncure & Rohr Brand Development LLC, *et. al.*

Docket No. CAA-05-2025-0012

APPENDIX C

Letter

To Whom It May Concern:

On [Date], M&R Brand Development, National Sales Management LLC, and Rohr Enterprises (collectively, M&R) entered into a settlement with the United States Environmental Protection Agency (EPA) to resolve alleged violations of Section 203(a)(3)(B) of the Clean Air Act, related to the selling and/or offering to sell defeat devices for use on certified motor vehicles and engines.

By signing a consent agreement with EPA, M&R has certified that they will comply with Section 203(a)(3) of the CAA, which makes it unlawful for: “(A) any person to remove or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under [Title II of the CAA] prior to its sale and delivery to the ultimate purchasers, or for any person knowingly to remove or render inoperative any such device or element of design after such sale and delivery to the ultimate purchaser; or (B) for any person to manufacture or sell, or offer to sell, or install, any part or component 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 engine in compliance with regulations under [Title II of the CAA], and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.”

M&R will pay a penalty of \$125,000 and comply with the consent agreement to ensure ongoing compliance with the Clean Air Act.

If you have any questions regarding this announcement, please ask for Nick Moncure or Jesse Rohr.

Thank you,

Nick Moncure and Jesse Rohr