



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AIR ENFORCEMENT DIVISION, WASHINGTON, D.C.

In the Matter of:

KION North America Corporation

Respondent

Administrative Settlement Agreement

Docket No.
AED/MSEB #8298

1. This is an Administrative Settlement Agreement (Agreement) between the United States Environmental Protection Agency (EPA) and KION North America Corporation (KION) (collectively, Parties). The purpose of this Agreement is to resolve alleged violations of the Clean Air Act (CAA) and its regulations by KION.
2. KION is a corporation organized under the laws of the State of Delaware with a registered principal place of business at 2450 W. 5th North St., Summerville, SC 29483. KION imports equipment of various kinds, including diesel powered fork lifts.
3. The delegated official of the EPA and signatory to this Agreement is the Director of the Air Enforcement Division of the Office of Civil Enforcement of the Office of Enforcement and Compliance Assurance. The EPA enters this Agreement pursuant to sections 205(c) and 213(d) of the CAA, 42 U.S.C. §§ 7524(c) and 7547(d), and 40 C.F.R. § 1068.125.

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Governing Law

4. This Agreement concerns Part A of Title II of the CAA, CAA §§ 202–219, 42 U.S.C. §§ 7521–7554, and related regulations. These laws aim to reduce emissions from mobile sources of air pollution. The Alleged Violations of Law, stated below, regard freshly manufactured engines for which 40 C.F.R. Part 1033 sets exhaust emission standards and 40 C.F.R. Part 1068 sets compliance provisions. This section of the Agreement summarizes the law that governs these allegations.
5. Model year 2014-2016 non-road compression ignition (diesel) engines must satisfy air pollution exhaust emission standards in 40 C.F.R. Part 1039, Subpart B. These exhaust emission standards impose limits on emissions of hydrocarbons, oxides of nitrogen, carbon monoxide, and particulate matter. 40 C.F.R. §§ 1039.101 and 1039.102.
6. The EPA's certification program is designed to ensure that every engine introduced into United States commerce conforms in all material respects to a design that has been approved by the EPA. The EPA approves diesel engines by issuing certificates of conformity (COCs).
7. To obtain a COC, a manufacturer must submit a COC application to the EPA for each engine family and for each model year that it intends to introduce into United States commerce. 40 C.F.R. Part 1039, Subpart C (outlining emission certification requirements).
8. The COC application must describe the engines' specifications and demonstrate with test data that its exhaust emissions satisfy applicable emission standards. 40 C.F.R. § 1039.205.

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9. Once issued, a COC covers only those engines produced during the period of time specified in the application for that COC, and covers no engine produced before the date that the manufacturer submitted the application for that COC nor any engine produced after December 31 of the calendar year for which the model year is named. 40 C.F.R. §§ 1039.201(a), 1068.103(a), (c), (d).
10. A manufacturer may not sell, offer for sale, introduce into commerce, deliver for introduction into commerce, or import (or cause any of the foregoing with respect to) a new diesel engine unless it is covered by a COC or is otherwise exempt from certification requirements. 40 C.F.R. § 1068.101(a)(1).
11. A person who violates 40 C.F.R. § 1068.101(a)(1) after January 12, 2009, and before November 2, 2015, is subject to a civil penalty of not more than \$37,500 for each violation and any person who is assessed a penalty for violating 40 C.F.R. § 1068.101(a)(1) after July 30, 2016, for violations occurring after November 1, 2015, is subject to a civil penalty of not more than \$44,539 for each violation. 40 C.F.R. §§ 19.4 and 1068.101(a)(1).

Factual Background

12. KION voluntarily disclosed that in February 2016 it had imported into the United States 56 fork lifts containing diesel engines which were represented by Volkswagen AG (VW) as certified but were not, in fact, covered by a model year 2016 COC because they were manufactured before issuance of a model year 2016 certificate. No notification of early manufacture was submitted by VW pursuant to 40 C.F.R. § 1068.103(c)(3).

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13. KION also disclosed that VW had supplied 2016 model year emission labels for the 56 engines.
14. KION also disclosed that 35 of the 56 engines were manufactured during calendar year 2015, and 21 were manufactured during calendar year 2016 and were voluntarily exported back to Germany by KION.
15. KION voluntarily disclosed that it sold in the United States 133 forklifts containing diesel engines that were manufactured before March 27, 2015, were labeled as model year 2015 engines and represented by VW as covered by a model year 2015 COC, but were not covered by a model year 2015 COC because they were manufactured before issuance of a model year 2015 certificate. No notification of early manufacture was submitted by pursuant to 40 C.F.R. § 1068.103(c)(3).
16. KION voluntarily disclosed that it sold in the United States 25 forklifts containing diesel engines that were manufactured before February 2, 2014, were labeled as model year 2014 engines and represented by VW as covered by a model year 2014 COC, but were not covered by a model year 2014 COC because they were manufactured before issuance of a model year 2014 certificate. No notification of early manufacture was submitted by VW pursuant to 40 C.F.R. § 1068.103(c)(3).
17. In total KION imported 214 forklifts containing uncertified engines (the Subject Engines). The Subject Engines are further described in Attachment I.
18. On or about August 31, 2016, the EPA's Office of Transportation and Air Quality (OTAQ) issued a model year 2016 COC to VW to cover diesel engines used by KION in fork lifts.

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19. KION has applied supplemental labels to 21 engines that were manufactured in calendar year 2016 and may import those engines. Each label is adjacent to the existing emission control information labels that are required by 40 C.F.R. § 1039.135, will be durable throughout the Subject Engines' useful life, and cannot be removed without being destroyed or defaced. Each label states: "This engine is not EPA certified, but is legal for sale pursuant to the terms of a settlement agreement with the US EPA, Docket AED/MSEB #8298. KION North America Corporation has committed to perform any and all requirements under the Clean Air Act and applicable regulations as though it was a certified model year 2016 engine."

Alleged Violations of Law

20. KION violated 40 C.F.R. § 1068.101(a)(1) when it sold, offered for sale, introduced into commerce, delivered for introduction into commerce or imported (or caused the foregoing with respect to) the Subject Engines. The Subject Engines are not covered by a COC because VW manufactured the Subject Engines before the date that VW submitted the applications for the COCs which could have covered the Subject Engines.

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Terms of Agreement

21. KION:
- (a) agrees that the EPA has jurisdiction over this matter under section 205(c) of the CAA, 42 U.S.C. § 7524(c);
 - (b) admits to the Factual Background stated above;
 - (c) neither admits nor denies the Alleged Violations of Law stated above;
 - (d) agrees to pay the civil penalty stated below;
 - (e) agrees to any conditions specified in this Agreement;
 - (f) waives any right to any hearing, trial, adjudication, or proceeding (including review under sections 205(c) and 307(b)(1) of the CAA, 42 U.S.C. §§ 7534(c) and 7607(b)(1)) on any terms of this Agreement and on any issue of law or fact related to the Alleged Violations of Law and Factual Background stated above;
 - (g) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action governed by federal law in a United States District Court to enforce this Agreement and to seek additional remedies for such breach;
 - (h) agrees that KION may not delegate KION's duties under this Agreement to any other person without the written consent of the EPA, which may be granted, conditionally granted, or withheld at the EPA's unfettered discretion;
 - (i) acknowledges that this Agreement constitutes an enforcement action for purposes of considering KION's compliance history in any subsequent enforcement action;

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- (j) acknowledges that this Agreement will be available to the public and agrees that it does not contain any confidential business information or personally identifiable information;
 - (k) acknowledges that its tax identification number may be used for collecting or reporting any delinquent monetary obligation arising from this Agreement (see 31 U.S.C. § 7701);
 - (l) certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete; and
 - (m) acknowledges that there are significant penalties for knowingly submitting false or misleading information, including the possibility of fines and imprisonment (see, e.g., 18 U.S.C. § 1001).
22. For purposes of this proceeding, the Parties, desiring to settle this matter, each agree that:
- (a) this Agreement is in the public interest and is an appropriate way to resolve this matter;
 - (b) this Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof;
 - (c) this Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on each of the parties individually as fully and completely as if the parties had signed one single instrument, so that the rights and liabilities of the parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any

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- copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Agreement;
- (d) its undersigned representative is fully authorized by the Party whom he or she represents to bind that Party to this Agreement and to execute it on behalf of that Party;
 - (e) each Party's obligations under this Agreement constitute sufficient consideration for the other Party's obligations under this Agreement; additionally, the Parties agree that the EPA's covenant not to sue KION (stated below) during the time period between the date that the EPA signs this Agreement and termination of the EPA's covenant (if and when this occurs) constitutes sufficient consideration for the satisfactory completion of each and every one of KION's obligations under this Agreement; and
 - (f) each Party will bear its own costs and attorney fees in the matter resolved by this Agreement.
23. KION agrees to pay to the United States a civil penalty of \$200,000 (the Civil Penalty).
24. KION agrees to pay the Civil Penalty to the United States within 30 calendar days following the date that the EPA signs this Agreement. The EPA agrees to provide to KION at the email address provided on KION's signature page, below, a copy of the executed Agreement within 5 calendar days of that date.
25. KION agrees to pay the Civil Penalty in the manner specified below:
- (a) Pay the Civil Penalty using any method provided on the following website:
<http://www2.epa.gov/financial/additional-instructions-making-payments-epa>;
 - (b) Identify each and every payment with "AED/MSEB #8298"; and

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- (c) Within 24 hours of payment, email proof of payment to David Alexander at alexander.david@epa.gov ("proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with "AED/MSEB #8298").
26. KION commits to perform any and all responsibilities it would otherwise have had if the Subject Engines had been covered by an EPA-issued COC. This includes all post-certification compliance obligations required of the certifying manufacturer that are specified in 40 C.F.R. Parts 1039 and 1068, including requirements concerning in-use testing, defect reporting, warranty, remanufacturing, and recordkeeping and reporting.
27. KION agrees to pay stipulated penalties of \$3,000 per day to the EPA if it fails to timely pay the Civil Penalty, or provide proof thereof. Such payment shall be in accordance in the manner specified by Paragraphs 24 and shall be remitted not more than 30 days after receipt of written demand by the EPA for such penalties.

Effect of Agreement

28. By its signature below, the EPA covenants not to sue KION for civil penalties for the Alleged Violations of Law stated above, but such covenant automatically terminates: 90 days after the date that the EPA signs this Agreement if on that date KION has failed to pay the Civil Penalty required by Paragraphs 23-25 and pay any and all stipulated penalties demanded under Paragraph 27. If and when such covenant terminates, the United States at its election may seek to compel performance of the terms of this

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Agreement and seek other relief in a civil administrative or judicial action under the CAA, as a matter of contract, or both.

29. If KION fails to timely pay any portion of the Civil Penalty, the EPA may:
- (a) request that the Attorney General bring a civil action in an appropriate district court 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% quarterly nonpayment penalty (see 42 U.S.C. § 7524(c);
 - (b) refer the debt to a credit reporting agency or a collection agency (see 42 U.S.C. § 7524(c)(6), 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 United States), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (see 40 C.F.R. Part 13, Subparts C and H); and
 - (d) suspend or revoke KION's licenses or other privileges, or suspend or disqualify KION from doing business with the EPA or engaging in programs the EPA sponsors or funds (see 40 C.F.R. § 13.17).
30. Penalties paid pursuant to this Agreement are not deductible for federal tax purposes. 28 U.S.C. § 162(f).
31. This Agreement applies to and is binding upon the KION. Successors and assigns of KION are also bound if they are owned, in whole or in part, directly or indirectly, or otherwise controlled by KION or if they continue a substantive portion of KION's business that is regulated under the CAA. Nothing in the previous sentence adversely

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- affects any right of the EPA under applicable law to assert successor or assignee liability against KION's successor or assignee.
32. Nothing in this Agreement shall relieve KION of the duty to comply with all applicable provisions of the CAA or 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 certificate, license, or permit.
33. The EPA reserves the right to terminate its covenant provided by this Agreement if and to the extent the EPA finds, after signing this Agreement, that any information provided by KION was or is materially false or inaccurate. If and when such termination occurs, the EPA reserves the right to pursue, assess, and enforce legal and equitable remedies for the Alleged Violations of Law. The EPA shall give KION written notice of such termination, which will be effective upon mailing.

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By my signature, I execute this Agreement on behalf of KION North America Corporation and thereby enter KION North America Corporation into this Agreement and bind KION North America Corporation to this Agreement.

Signature



Date

10/04/2016

Printed Name:

Vincent MALMA

Title:

CEO/2450 West 5th North Street

Address:

Summerville SC 29483

KION's Federal Tax Identification Number:

571075851

Email address for receipt of copy of Agreement:

VINCENT.MALMA@KIONGROUP.COM

In the Matter of:

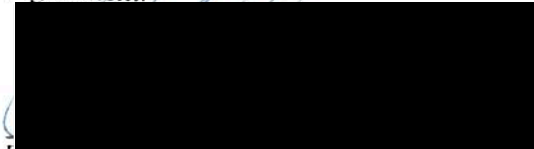
KION North America Corporation.

KION.

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Docket No.
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By my signature, I execute this Agreement on behalf of the United States Environmental Protection Agency and thereby enter the EPA into this Agreement and bind the EPA to this Agreement.



Phillip A. Brooks, Director
Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, DC 20460-0001

10/13/16
Date

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Number	Serial Number - Truck	Serial Number - VW Engine	Engine Build Date
2014 Imported Engines			
1	H2X393E00547	005CPY008609SS140	03.02.2014
2	112X394E00294	005CPY008571SS140	03.02.2014
3	112X393E00580	005CPY008622SS140	05.02.2014
4	H2X393E00812	005CPY008666SS140	05.02.2014
5	112X394E00036	005CPY008033SS140	08.01.2014
6	112X394E00040	005CPY008030SS140	08.01.2014
7	112X394E00093	005CPY008084SS140	08.01.2014
8	112X393E00120	005CPY008117SS140	09.01.2014
9	H2X394E00080	005CPY008124SS140	09.01.2014
10	H2X394E00160	005CPY008263SS140	17.01.2014
11	112X394E00172	005CPY008273SS140	17.01.2014
12	112X393E00224	005CPY008345SS140	20.01.2014
13	H2X393E00530	005CPY008334SS140	20.01.2014
14	112X394E00168	005CPY008456SS140	23.01.2014
15	H2X393E00487	005CPY008524SS140	31.01.2014
16	H2X393E00556	005CPY008480SS140	31.01.2014
17	112X394E00082	81207698177	01.01.2014
18	H2X394E00094	82197698178	01.01.2014
19	H2X394E00270	005CPY008563SS140	03.02.2014
20	H2X394E00271	005CPY008561SS140	03.02.2014
21	H2X393E00320	005CPY008367SS140	23.01.2014
22	112X393E00325	005CPY008365SS140	23.01.2014
23	112X393E00350	005CPY008427SS140	23.01.2014
24	112X393E00607	005CPY008511SS140	31.01.2014
25	112X394E00257	005CPY008517SS140	31.01.2014
2015 Imported Engines			
1	112X393F00593	005CPY015721SS150	02.02.2015
2	H2X393F00603	005CPY015717SS150	02.02.2015
3	H2X394F00683	005CPY016051SS150	11.02.2015
4	H2X393F00584	005CPY015815SS150	03.02.2015
5	H2X393F00672	005CPY015759SS150	03.02.2015
6	112X394F00324	005CPY015826SS150	03.02.2015
7	H2X394F00372	005CPY015806SS150	03.02.2015
8	112X394F00373	005CPY015807SS150	03.02.2015
9	112X394F00412	005CPY015794SS150	03.02.2015
10	112X394F00417	005CPY015804SS150	03.02.2015
11	H2X394F00424	005CPY015748SS150	03.02.2015
12	H2X394F00459	005CPY008967SS150	03.02.2015
13	112X393F00684	005CPY015852SS150	04.02.2015
14	H2X393F00707	005CPY015866SS150	04.02.2015

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Number	Serial Number - Truck	Serial Number - VW Engine	Engine Build Date
15	H2X393F00771	005CPY015859SS150	04.02.2015
16	I12X393F00811	005CPY011846SS150	04.02.2015
17	I12X393F00873	005CPY010804SS150	04.02.2015
18	H2X393F01231	005CPY015916SS150	04.02.2015
19	I12X393F01157	005CPY016486SS151	04.03.2015
20	I12X393F01649	005CPY016507SS151	04.03.2015
21	H2X394F00744	005CPY016512SS151	04.03.2015
22	H2X393F01172	005CPY016562SS151	05.03.2015
23	I12X394F00761	005CPY016586SS151	05.03.2015
24	I12X394F00935	005CPY016574SS151	05.03.2015
25	I12X394F01173	005CPY016554SS151	05.03.2015
26	I12X393F00494	005CPY015174SS150	07.01.2015
27	I12X393F00234	005CPY015196SS150	08.01.2015
28	H2X393F00455	005CPY015184SS150	08.01.2015
29	H2X393F00611	005CPY015258SS150	08.01.2015
30	H2X394F00256	005CPY015214SS150	08.01.2015
31	I12X394F00258	005CPY015215SS150	08.01.2015
32	I12X394F00262	005CPY015189SS150	08.01.2015
33	H2X394F00309	005CPY015247SS150	08.01.2015
34	H2X394F00705	005CPY015279SS150	08.01.2015
35	H2X394F00484	005CPY015991SS150	10.02.2015
36	I12X394F00547	005CPY016007SS150	10.02.2015
37	H2X393F00863	005CPY016075SS150	11.02.2015
38	H2X393F00909	005CPY016101SS150	11.02.2015
39	I12X393F00976	005CPY016080SS150	11.02.2015
40	I12X393F01124	005CPY016050SS150	11.02.2015
41	H2X394F00430	005CPY016123SS150	11.02.2015
42	H2X394F00516	005CPY016093SS150	11.02.2015
43	I12X394F00541	005CPY016099SS150	11.02.2015
44	I12X394F00557	005CPY016063SS150	11.02.2015
45	H2X394F00731	005CPY016053SS150	11.02.2015
46	H2X393F02408	005CPY017943SS152	12.02.2015
47	H2X393F01442	005CPY016649SS151	12.03.2015
48	I12X393F02421	005CPY016680SS151	12.03.2015
49	I12X394F00916	005CPY016745SS151	16.03.2015
50	H2X394F00567	005CPY016153SS150	17.02.2015
51	I12X394F00608	005CPY016183SS150	18.02.2015
52	I12X394F00807	005CPY016196SS150	18.02.2015
53	I12X393F01673	005CPY016774SS151	18.03.2015
54	H2X394F00817	005CPY016791SS151	18.03.2015
55	I12X394F00822	005CPY016835SS151	18.03.2015
56	H2X393F01028	005CPY016254SS150	19.02.2015

Number	Serial Number - Truck	Serial Number - VW Engine	Engine Build Date
57	I12X394F00619	005CPY016291SS150	19.02.2015
58	H2X393F01401	005CPY016870SS151	19.03.2015
59	H2X393F01694	005CPY016851SS151	19.03.2015
60	I12X394F00808	005CPY016935SS151	19.03.2015
61	H2X394F00814	005CPY016939SS151	19.03.2015
62	I12X394F00824	005CPY016871SS151	19.03.2015
63	I12X394F00856	005CPY016904SS151	19.03.2015
64	I12X394F00835	005CPY016988SS151	20.03.2015
65	I12X394F00849	005CPY016948SS151	20.03.2015
66	H2X394F00858	005CPY016996SS151	20.03.2015
67	H2X393F00307	005CPY015427SS150	21.01.2015
68	H2X393F00319	005CPY015442SS150	21.01.2015
69	I12X393F00433	005CPY015415SS150	21.01.2015
70	H2X393F01362	005CPY015398SS150	21.01.2015
71	I12X394F00200	005CPY015428SS150	21.01.2015
72	H2X394F00252	005CPY015391SS150	21.01.2015
73	I12X394F00777	005CPY015421SS150	21.01.2015
74	H2X394F00222	005CPY015472SS150	22.01.2015
75	I12X394F00236	005CPY015500SS150	22.01.2015
76	I12X394F00237	005CPY015501SS150	22.01.2015
77	H2X394F00925	005CPY017009SS151	24.03.2015
78	I12X393F01092	005CPY016349SS150	25.02.2015
79	I12X394F00622	005CPY016357SS150	25.02.2015
80	I12X394F00693	005CPY016317SS150	25.02.2015
81	I12X394F00695	005CPY016320SS150	25.02.2015
82	I12X393F01726	005CPY017037SS151	25.03.2015
83	I12X394F00929	005CPY017088SS151	26.03.2015
84	I12X393F00564	005CPY015676SS150	27.01.2015
85	H2X393F00937	005CPY015657SS150	27.01.2015
86	H2X394F00295	005CPY015650SS150	27.01.2015
87	H2X394F00454	005CPY015596SS150	27.01.2015
88	H2X394F00313	005CPY015700SS150	28.01.2015
89	I12X394F00781	005CPY015687SS150	28.01.2015
90	H2X393F00150	4505X	01.01.2015
91	H2X394F00773	166757698171	01.01.2015
92	H2X394F00899	168557698177	01.01.2015
93	I12X394F00959	165357698178	01.01.2015
94	H2X394F00735	005CPY015731SS150	02.02.2015
95	H2X393F00542	005CPY015825SS150	03.02.2015
96	I12X393F01099	005CPY015765SS150	03.02.2015
97	H2X393F01036	005CPY015904SS150	04.02.2015
98	I12X394F00410	005CPY015918SS150	04.02.2015

Number	Serial Number - Truck	Serial Number - VW Engine	Engine Build Date
99	H2X394F00433	005CPY015925SS150	04.02.2015
100	I12X394F00469	005CPY011812SS150	04.02.2015
101	I12X394F00971	005CPY016527SS151	04.03.2015
102	H2X394F00790	005CPY016551SS151	05.03.2015
103	I12X394F00195	005CPY015224SS150	08.01.2015
104	I12X394F00204	005CPY015222SS150	08.01.2015
105	H2X394F00327	005CPY015232SS150	08.01.2015
106	H2X394F00703	005CPY015277SS150	08.01.2015
107	H2X393F00448	005CPY015289SS150	09.01.2015
108	H2X393F00887	005CPY015984SS150	10.02.2015
109	I12X394F00581	005CPY016017SS150	10.02.2015
110	H2X394F00593	005CPY016029SS150	10.02.2015
111	H2X394F00611	005CPY016020SS150	10.02.2015
112	I12X394F00549	005CPY016070SS150	11.02.2015
113	I12X394F00913	005CPY016708SS151	12.03.2015
114	I12X394F00569	005CPY016144SS150	17.02.2015
115	H2X393F01072	005CPY016253SS150	18.02.2015
116	H2X393F01085	005CPY016215SS150	18.02.2015
117	I12X394F00710	005CPY016243SS150	18.02.2015
118	H2X394F00802	005CPY016197SS150	18.02.2015
119	H2X394F00596	005CPY016276SS150	19.02.2015
120	I12X394F00642	005CPY016268SS150	19.02.2015
121	I12X393F01461	005CPY016905SS151	19.03.2015
122	H2X393F01424	005CPY016986SS151	20.03.2015
123	I12X394F00924	005CPY017011SS151	24.03.2015
124	H2X393F01152	005CPY016324SS150	25.02.2015
125	H2X394F00632	005CPY016334SS150	25.02.2015
126	I12X394F00698	005CPY016314SS150	25.02.2015
127	H2X393F00489	005CPY015649SS150	27.01.2015
128	H2X393F00935	005CPY015658SS150	27.01.2015
129	I12X393F00941	005CPY015686SS150	28.01.2015
130	I12X393F01104	005CPY015677SS150	28.01.2015
131	H2X393F01111	005CPY015682SS150	28.01.2015
132	I12X393F01303	165857698173	01.01.2015
133	I12X394F00617	162887698173	01.01.2015
2016 Imported Engines			
Engines Built in 2015			
1	I12X393G00006	005CPY022815SS155	11.12.2015
2	H2X393G00007	005CPY022812SS155	11.12.2015
3	I12X393G00009	005CPY022814SS155	11.12.2015
4	H2X393G00015	005CPY020429SS153	07.09.2015

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Number	Serial Number - Truck	Serial Number - VW Engine	Engine Build Date
5	H2X393G00016	005CPY022828SS155	11.12.2015
6	H2X393G00025	005CPY022772SS155	10.12.2015
7	H2X393G00033	005CPY022750SS155	10.12.2015
8	H2X393G00037	005CPY022790SS155	11.12.2015
9	H2X393G00048	005CPY022798SS155	11.12.2015
10	H2X393G00055	005CPY022842SS155	11.12.2015
11	H2X393G00073	005CPY022574SS154	03.12.2015
12	H2X393G00075	005CPY022576SS154	03.12.2015
13	H2X393G00088	005CPY022835SS155	11.12.2015
14	H2X393G00125	005CPY022541SS154	02.12.2015
15	H2X393G00130	005CPY022691SS155	10.12.2015
16	H2X393G00152	005CPY022154SS154	16.11.2015
17	H2X393G00173	005CPY021384SS154	02.10.2015
18	H2X394G00001	005CPY022633SS154	03.12.2015
19	H2X394G00003	005CPY022590SS154	03.12.2015
20	H2X394G00005	005CPY022585SS154	03.12.2015
21	H2X394G00006	005CPY022588SS154	03.12.2015
22	H2X394G00008	005CPY022816SS155	11.12.2015
23	H2X394G00012	005CPY020397SS153	07.09.2015
24	H2X394G00013	005CPY022853SS155	11.12.2015
25	H2X394G00018	005CPY022822SS155	11.12.2015
26	H2X394G00020	005CPY022774SS155	10.12.2015
27	H2X394G00021	005CPY022777SS155	11.12.2015
28	H2X394G00030	005CPY022754SS155	10.12.2015
29	H2X394G00033	005CPY022788SS155	11.12.2015
30	H2X394G00056	005CPY022846SS155	11.12.2015
31	H2X394G00059	005CPY022836SS155	11.12.2015
32	H2X394G00060	005CPY022848SS155	11.12.2015
33	H2X394G00074	005CPY022726SS155	10.12.2015
34	H2X394G00099	005CPY021835SS154	21.10.2015
35	H2X394G00102	005CPY022644SS154	03.12.2015
Engines To Be Re-imported Under the Settlement Agreement			
1	H2X394G00105	005CPY022980SS160	
2	H2X394G00044	005CPY023021SS160	
3	H2X394G00109	005CPY022982SS160	
4	H2X394G00119	005CPY023065SS160	
5	H2X394G00087	005CPY023031SS160	
6	H2X393G00062	005CPY022995SS160	
7	H2X394G00041	005CPY023025SS160	
8	H2X394G00068	005CPY023061SS160	
9	H2X394G00090	005CPY023033SS160	
10	H2X394G00107	005CPY022983SS160	
11	H2X394G00116	005CPY023068SS160	

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Number	Serial Number - Truck	Serial Number - VW Engine	Engine Build Date
12	H2X393G00186	005CPY023064SS160	
13	H2X393G00142	005CPY023024SS160	
14	H2X393G00136	005CPY023032SS160	
15	H2X393G00201	005CPY022919SS160	
16	H2X394G00159	005CPY022973SS160	
17	H2X394G00129	005CPY022915SS160	
18	H2X393G00204	005CPY022918SS160	
19	H2X393G00232	005CPY022909SS160	
20	H2X393G00291	005CPY022935SS160	
21	H2X393G00228	005CPY022906SS160	

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