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****FILED****
07 MAY 2021
U.S.EPA - REGION IX

Attorneys for Complainant

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 HAWTHORNE STREET
SAN FRANCISCO, CALIFORNIA 94105

_____)	Docket No. CAA-09-2021-0032
In the Matter of:)	
)	
No Limit Enterprises Inc.)	CONSENT AGREEMENT AND
)	FINAL ORDER PURSUANT TO
Respondent)	40 C.F.R. §§ 22.13 and 22.18
_____)	

I. CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is a civil 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 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), as codified at 40 C.F.R. Part 22. In accordance with 40 C.F.R. §§ 22.13 and 22.18, entry of this Consent Agreement and Final Order (“CAFO”) simultaneously initiates and concludes this matter.
2. Complainant is the Assistant Director of the Air, Waste & Chemicals Branch of the

Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, Region IX (the “EPA”), who has been duly delegated the authority to initiate and settle civil administrative penalty proceedings under section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1). EPA Delegation 7-19 (January 18, 2017); EPA, Region 9 Redelegation R9-7-19 (October 5, 2017); Memorandum from John W. Busterud, Regional Administrator, Region 9, to all Region 9 supervisors and employees re: EPA Region 9 Organizational Realignment General Redelegation of Authority (May 5, 2020).

3. Respondent is No Limit Enterprises Inc. doing business as No Limit Fabrication and No Limit Diesel, a motor vehicle parts manufacturer and distributor based in Moorpark, California.
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this CAFO without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this CAFO.

B. GOVERNING LAW

5. This proceeding arises under Part A of Title II of the CAA, CAA §§ 202-219, 42 U.S.C. §§ 7521-7554, and the regulations promulgated thereunder. These laws aim to reduce emissions from mobile sources of air pollution, including particulate matter (“PM”), hydrocarbons (“HC”), oxides of nitrogen (“NO_x”), and carbon monoxide (“CO”).
6. Section 203(a)(3)(B) of CAA, 42 U.S.C. § 7522(a)(3)(B), prohibits any person from manufacturing, selling, offering to sell, or installing parts or components where a principal effect of the part or component is to bypass, defeat, or render inoperative a motor vehicle emission control device or element of design, where the person knows or should know that the part is being offered for sale or installed for such use.

7. Violations of CAA section 203(a)(3)(B) are subject to civil penalties of up to \$4,876 per defeat device pursuant to section 205 of the CAA, 42 U.S.C. § 7524 and 40 C.F.R. Part 19.
8. Section 302(e) of the CAA, 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.”
9. Section 216(2) of the CAA, 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.”
10. The CAA 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. CAA § 202(a)(1) and (3)(B), 42 U.S.C. § 7521(a)(1) and (3)(B).
11. Section 203(a)(1) of the CAA prohibits a vehicle manufacturer from selling a new motor vehicle in the United States unless the vehicle is covered by a certificate of conformity. 42 U.S.C. § 7522(a)(1).
12. The EPA issues certificates of conformity to 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.
13. The application for a certificate of conformity 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.

14. Element of design means “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.” 40 C.F.R. § 86.1803-01.
15. EPA-certified motor vehicles and motor vehicle engines include a variety of hardware and software devices or elements of design that control emissions of air pollutants.

C. ALLEGED VIOLATIONS OF LAW

16. Respondent manufactures and sells motor vehicle parts to various distributors and individual customers located throughout the United States.
17. On October 17, 2017, the EPA sent an information request pursuant to section 208(a) of the CAA, 42 U.S.C. § 7542(a), to Respondent regarding software and hardware Respondent manufactured and sold.
18. Based on Respondent’s September 28, 2018 responses to the EPA’s information request and additional information gathered during the EPA’s investigation, the EPA alleges that Respondent manufactured and sold various tuner-related products, exhaust gas recirculation (“EGR”) delete hardware, exhaust emission system control delete hardware, throttle valve delete hardware, and crankcase vent kits for motor vehicles (the “Devices”) identified in Appendix A of this CAFO.
19. The Devices were designed and marketed for use on various motor vehicles, and intended to bypass, defeat, or render inoperative emission related devices or elements of design that are installed on those motor vehicles to meet the CAA emission standards.
20. Between June 8, 2016 and December 31, 2017, Respondent manufactured, sold, or offered to sell at least 13,680 Devices to distributors and individual customers located throughout the United States.

21. The EPA alleges that, between June 8, 2016 and December 31, 2017, Respondent manufactured, sold, or offered to sell, at least 13,680 Devices identified in Appendix A of this CAFO, including 8,114 tuning products; 1,160 exhaust emission control delete hardware; 3,991 EGR delete kits; 3 throttle valve delete hardware; and 412 crankcase vent kits. These Devices are parts or components intended for use with, or as part of, motor vehicles or motor vehicle engines, where a principal effect of the parts or components is to bypass, defeat, or render inoperative emission related devices or elements of design that are installed on a motor vehicle to meet the CAA's emission standards, and Respondent knew or should have known such parts and components were being offered for sale or installed for such use or put to such use.
22. The EPA alleges that, between June 8, 2016 and December 31, 2017, Respondent committed approximately 13,680 violations of section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), by manufacturing, selling or offering for sale the Devices identified in Appendix A of this CAFO.

D. TERMS OF CONSENT AGREEMENT

23. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO and over Respondent;
 - b. neither admits nor denies the specific factual allegations contained in Section I.C of this CAFO;
 - c. consents to the assessment of a civil penalty under this Section, as stated below;
 - d. consents to the conditions specified in this CAFO;
 - e. waives any right to contest the allegations set forth in Section I.C of this CAFO;
- and

f. waives its rights to appeal the proposed Order contained in this CAFO.

Civil Penalty

24. Respondent agrees to pay the civil penalty of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) (“EPA Penalty”). The EPA has reduced the civil penalty on the basis of information produced by Respondent demonstrating its inability to pay a higher civil penalty.
25. Respondent agrees to pay the civil penalty within 30 calendar days of the Effective Date of this CAFO.
26. Respondent agrees to pay the EPA Penalty using any method, or combination of methods, provided on the website <https://www.epa.gov/financial/makepayment>, and identifying the payment with “Docket No. CAA-09-2021-0032.” Within 24 hours of payment of the EPA Penalty, Respondent agrees to send proof of payment to the following addresses:

Roshni Brahmhatt
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region IX
Brahmhatt.Roshni@epa.gov

Regional Hearing Clerk
Office of Regional Counsel
U.S. Environmental Protection Agency, Region IX
R9HearingClerk@epa.gov

(“proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with “Docket No. CAA-09-2021-0032”).

27. If Respondent fails to pay the civil administrative penalty specified in Paragraph 24 of this CAFO within 30 days of filing of this CAFO, then Respondent shall pay to the EPA a stipulated penalty in the amount of ONE THOUSAND DOLLARS (\$1,000.00) for each day the default continues plus the remaining balance of the penalty sum specified in Paragraph 24 upon written demand by the EPA.
28. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:
 - a. request the Attorney General to 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 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
 - b. refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
 - c. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and
 - d. suspend or revoke Respondent's licenses or other privileges, or (ii) suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

Respondent's Certification of Compliance

29. Respondent certifies that as of the date of its signing this Consent Agreement, Respondent is complying fully with section 203(a)(3) of the CAA, 42 U.S.C. § 7522(a)(3).
30. Respondent is aware of EPA's November 23, 2020 "Tampering Policy: The EPA Enforcement Policy on Vehicle and Engine Tampering and Aftermarket Defeat Devices under the Clean Air Act."
31. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns. 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.
32. By signing this CAFO, 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.
33. By signing this CAFO, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.

34. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
35. Each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

E. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER

36. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
37. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.
38. This CAFO 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.
39. 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 the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

F. EFFECTIVE DATE

40. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed CAFO to Respondent. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

The foregoing Consent Agreement In the Matter of No Limit Enterprises Inc., Docket No. CAA-09-2021-0032 is hereby stipulated, agreed, and approved for entry.

FOR COMPLAINANT:

Date

CLAIRE
TROMBADORE

Digitally signed by
CLAIRE TROMBADORE
Date: 2021.04.20
13:24:58 -07'00'

Claire Trombadore
Assistant Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

II. FINAL ORDER

EPA Region IX and No Limit Enterprises Inc. having entered into the foregoing Consent Agreement, IT IS HEREBY ORDERED that this CAFO (Docket No. CAA-09-2021-0032) be entered, and Respondent shall pay a civil administrative penalty in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) and otherwise comply with the terms set forth in the CAFO.

STEVEN JAWGIEL Digitally signed by STEVEN JAWGIEL
Date: 2021.05.07 12:43:13 -07'00'

Date

STEVEN JAWGIEL
Regional Judicial Officer
United States Environmental
Protection Agency, Region IX

APPENDIX A

Engine Tuning Hardware & Software

Product Description	Application	Quantity Sold	
SCT GTX	Ford Superduty 6.7 PowerStroke	5	5,219
SCT LiveWire	Ford Superduty 6.0 PowerStroke	2	
SCT LiveWire	Ford Superduty 6.4 PowerStroke	106	
SCT LiveWire	Ford Superduty 6.7 PowerStroke	325	
SCT LiveWire	Universal Ford Superduty	444	
SCT X4	Ford Superduty 6.0 PowerStroke	22	
SCT X4	Ford Superduty 6.4 PowerStroke	472	
SCT X4	Ford Superduty 6.7 PowerStroke	1,147	
SCT X4	Universal Ford Superduty	2,696	
H&S Mini Maxx	Ford Superduty 6.7 PowerStroke	44	
H&S Mini Maxx	Universal Fitment	767	
EZ Lynk	Ford Superduty 6.7 PowerStroke	171	699
EZ Lynk	Dodge Ram 6.7 Cummins	39	
EZ Lynk	GM 6.6 DuraMax	94	
EZ Lynk	Universal Fitment	395	
EFI Live	Universal Fitment	77	77
RaceMe Ultra	Dodge Ram 6.7 Cummins	15	15
nDash	Universal Fitment	157	204
nGauge	Ford Superduty 6.7 PowerStroke	12	
nGauge	Universal Fitment	35	
Sprtan Phalanx	Ford Superduty 6.4 PowerStroke	3	13
Sprtan Phalanx	Ford Superduty 6.7 PowerStroke	10	
Gearhead Tunes	Universal Ford Superduty	829	829
Tyrant Tunes	Universal Ford Superduty	247	247

8,114

EGR Delete Hardware

Product Description	Application	Quantity Sold	
Rudy's Diesel Performance RDP-6.0	Ford Superduty 6.0 PowerStroke	38	3,991
No Limit Diesel 64PK	Ford Superduty 6.4 PowerStroke	373	
No Limit Diesel 67PK	Ford Superduty 6.7 PowerStroke	3,496	
Rudy's Diesel Performance RDP-EGRD-6.7C	Dodge Ram 6.7 Cummins	49	
Rudy's Diesel Performance RDP-EGRD-LMM	GM 6.6 DuraMax	26	
-	Universal Fitment	9	

Exhaust Emission Control Delete Hardware

Product Description	Application	Quantity Sold	
Turbo-back kits and catalyst delete pipes manufactured by FloPro, aFe and MBRP	Ford Superduty 6.0 PowerStroke	16	1160
	Ford Superduty 6.4 PowerStroke	111	
	Ford Superduty 6.7 PowerStroke	871	
	Dodge Ram 6.7 Cummins	85	
	GM 6.6 DuraMax	73	
	Universal Fitment	4	

Crankcase Vent Hardware

Product Description	Application	Quantity Sold	
Maryland Performance Diesel MPD-60-CCV	Ford Superduty 6.0 PowerStroke	1	412
No Limit Diesel 64CCVRR	Ford Superduty 6.4 PowerStroke	59	
No Limit Diesel 67CCVRR	Ford Superduty 6.7 PowerStroke	352	

Throttle Valve Delete Hardware

Product Description	Application	Quantity Sold	
Rudy's Diesel Performance RDP-TVD-6.7C	Dodge Ram 6.7 Cummins	3	3

CERTIFICATE OF SERVICE

This is to certify that the fully executed Consent Agreement and Final Order in the matter of *No Limit Enterprises Inc.* (Docket No CAA-09-2021-0032) was filed with the Regional Hearing Clerk and that a true and correct copy of the same was sent to the following parties:

ELECTRONIC MAIL:

RESPONDENT

Murray Feldman
Holland & Hart LLP
MFeldman@hollandhart.com

ELECTRONIC MAIL:

COMPLAINANT

Melanie Shepherdson
Senior Counsel
U.S. EPA, Region IX
Shepherdson.Melanie@epa.gov

STEVEN
ARMSEY
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by STEVEN
ARMSEY
Date: 2021.05.07
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Regional Hearing Clerk
U.S. EPA, Region IX