

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS

_____)	
UNITED STATES OF AMERICA,)	
)	
)	
Plaintiff,)	
)	
v.)	
)	
THUNDER DIESEL & PERFORMANCE CO.,)	Civil Action No.: 3:22-cv-03042
)	
RED DEER EXHAUST, INC.)	
(d/b/a Flo~Pro Performance Exhaust),)	
)	
and)	
)	
SCHUMACHER ESTATES LTD.)	
)	
)	
Defendants.)	
_____)	

CONSENT DECREE

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WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a Complaint in this action concurrently with this Consent Decree against Thunder Diesel & Performance Co. (“Thunder Diesel”), Red Deer Exhaust, Inc. d/b/a Flo~Pro Performance Exhaust (“Flo~Pro”) and Schumacher Estates Ltd. (“Schumacher Estates”);

WHEREAS, the Complaint alleges that Thunder Diesel and Flo~Pro violated Section 203 of the Clean Air Act (“Act”), as amended, 42 U.S.C. § 7522, by manufacturing, selling, and/or offering for sale certain Motor Vehicle parts or components, the principal effect of which is to bypass, defeat, or render inoperative a Motor Vehicle Emission-Related Element of Design or device;

WHEREAS, Section 203(a)(3)(B) of the Act, 42 U.S.C. § 7522(a)(3)(B), prohibits any person from manufacturing, selling, offering for sale, or installing 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 Act, 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;

WHEREAS, the Complaint alleges that Thunder Diesel and Flo~Pro manufactured, sold, and/or offered to sell numerous subject aftermarket performance products (“Subject Products”), intended for use with, or as part of, any Motor Vehicle or Motor Vehicle Engine, where a principal effect of the product is to bypass, defeat, or render inoperative a device or element of design installed on or in Motor Vehicles or Motor Vehicle Engines to control the emission of pollutant, and Defendants knew or should have known that the product is being offered for sale or

installed for such use;

WHEREAS, on February 7, 2019, EPA issued a Notice of Violation (“NOV”) to Thunder Diesel, alleging violations of Section 203(a)(3)(B) of the Act, 42 U.S.C. § 7522(a)(3)(B);

WHEREAS, the Complaint alleges that Thunder Diesel made multiple distributions to its sole shareholder, Schumacher Estates, after February 7, 2019, and that these transfers were fraudulent under the Federal Debt Collection Procedures Act (“FDCPA”), 28 U.S.C. § 3304;

WHEREAS, the United States’ Complaint seeks injunctive relief and the assessment of civil penalties;

WHEREAS, Thunder Diesel, Flo~Pro, and Schumacher Estates deny any liability to the United States arising out of the conduct, transactions, or occurrences alleged in the Complaint and Consent Decree;

WHEREAS, on July 17, 2020, Thunder Diesel and Flo~Pro represented to the United States in a signed Stop Sale Commitment that, as of that day, they would halt sales of products that remove or bypass the Exhaust Gas Recirculation (“EGR”) system, aftermarket race exhaust systems that remove after-treatment systems, and tuning products that disable or allow removal of stock emissions control systems within the United States;

WHEREAS, the United States has reviewed the Financial Information submitted by Defendants to determine whether Defendants are financially able to pay a civil penalty for the violations alleged in the Complaint. Based upon this Financial Information, the United States has determined that Defendants have a limited financial ability to pay a civil penalty; and

WHEREAS, the United States, Thunder Diesel, Flo~Pro, and Schumacher Estates (collectively, the “Parties”) recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation

between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), and with the consent of the parties, it is hereby ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter of this action and the Parties pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and Sections 204 and 205 of the Act, 42 U.S.C. §§ 7523 and 7524.

2. Venue in this Court is proper pursuant to Sections 204 and 205 of the Act, 42 U.S.C. §§ 7523 and 7524, and 28 U.S.C. §§ 1391(b) and 1395(a). For purposes of this Consent Decree, or any action to enforce this Decree, Thunder Diesel, Flo~Pro, and Schumacher Estates consent to the Court's jurisdiction over this Decree or such action and over Thunder Diesel, Flo~Pro, and Schumacher Estates, and consent to venue in this judicial district. For purposes of this Consent Decree, Thunder Diesel, Flo~Pro, and Schumacher Estates agree that the Complaint states claims upon which relief may be granted pursuant to Sections 203, 204, and 205 of the Act, 42 U.S.C. §§ 7522, 7523, and 7524.

II. APPLICABILITY

3. The obligations of this Consent Decree are binding upon the United States, and apply to and are binding upon Defendants, jointly and severally, and on any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of any of Defendants' businesses, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve any Defendant of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such

transfer, the Defendants shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, Department of Justice (“DOJ”), and the United States Attorney for the Western District of Arkansas, in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of Thunder Diesel, Flo~Pro, or Schumacher Estates without complying with this Paragraph constitutes a violation of this Decree. Any attempt to transfer ownership or operation of any Defendants’ businesses that are engaged in manufacturing, selling, offering to sell, distributing, or installing any Subject Product, without complying with this Paragraph, constitutes a violation of this Decree.

5. Within 30 Days of the Effective Date, Defendants shall provide a copy of this Consent Decree (including all Appendices) to all officers, directors, employees and agents of the Defendants whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendants shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of their officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated in accordance with the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Act” means the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- b. “CARB Executive Order” or “CARB EO” means an official exemption issued by the California Air Resources Board (“CARB”) exempting an aftermarket product from the prohibitions of Section 27156 of the California Vehicle Code.
- c. “Complaint” means the complaint filed by the United States in this action.
- d. “Configuration” means any unique combination of Motor Vehicle, Motor Vehicle Engine, vehicle or engine systems, vehicle or engine parameters, and Products.
- e. “Consent Decree” or “Decree” means this Decree and all appendices attached hereto and identified in Section XXIV.
- f. “Date of Entry of this Consent Decree” or “Date of Entry” means the Effective Date of this Consent Decree as set forth in Section XV.
- g. “Date of Lodging of this Consent Decree” or “Date of Lodging” means the date that this Consent Decree is filed for lodging with this Court, pending solicitation of public comment.
- h. “Day” means a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.
- i. “Defendants” means Thunder Diesel & Performance Co., an Arkansas corporation with its principal office at 1835 South College Spur, Mountain Home, Arkansas; Red Deer Exhaust, Inc., a corporation with its principal office at 5233 – 49 Avenue, Red Deer, Alberta, Canada, which does business under the name Flo~Pro Performance Exhaust; Schumacher Estates Ltd., a corporation with its principal office at 5233 – 49 Avenue, Red Deer, Alberta, Canada; and any subsidiaries and parent companies.
- j. “Diesel Oxidation Catalyst System” or “DOC” means any oxidation catalyst used to reduce emissions from diesel-fueled vehicles and equipment, including all hardware, components, parts, sensors, subassemblies, software, firmware, auxiliary emission control devices (“AECDs”), and calibrations that collectively constitute the system for implementing this strategy.
- k. “Diesel Particulate Filter System” or “DPF” means all hardware, components, parts, sensors, subassemblies, software, firmware, AECDs, calibrations, and other Emissions-Related Elements of Design that collectively constitute the system for controlling emissions of particulate matter by trapping such particulates in a filter and periodically oxidizing them through thermal regeneration of the filter.
- l. “Effective Date” shall have the definition provided in Section XV.

- m. “Emissions-Related Elements of Design” means any part, device or element of design installed on or in a Motor Vehicle or Motor Vehicle Engine by an OEM for the specific purpose of controlling emissions or which must function properly to assure continued vehicle emission compliance, including but not limited to:
 - i. OBDS;
 - ii. Diagnostic Trouble Codes;
 - iii. Oxygen sensors;
 - iv. Oxides of Nitrogen (“NOx”) sensors;
 - v. Ammonia sensors;
 - vi. Particulate Matter (“PM”) sensors;
 - vii. Urea quality sensors;
 - viii. Exhaust gas temperature sensors;
 - ix. DPF differential pressure sensors;
 - x. EGRs;
 - xi. DOCs;
 - xii. SCRs;
 - xiii. DPFs;
 - xiv. NACs;
 - xv. Engine calibrations that affect engine combustion (e.g., fuel injection timing, multiple injection patterns, fuel injection mass for each injection event, fuel injection pressure, boost pressure, EGR flowrate, mass air flowrate, EGR cooler bypassing); and
 - xvi. All other parts, devices, or elements of design installed in compliance with Title II of the Act and its regulations.
- n. “EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies.
- o. “Exhaust Gas Recirculation System” or “EGR” means all hardware, components, parts, sensors, subassemblies, software, firmware, AECDs, calibrations, and other Emissions-Related Elements of Design that collectively constitute the system for recirculating a portion of engine exhaust gas through an engine’s combustion chambers, lowering the combustion temperature and reducing the amount of NOx

generated.

- p. “Financial Information” means the third party audited financial statements, corporate tax returns, and other finance related documents that Defendants provided to the United States in support of the assessment of Defendants’ limited ability to pay a civil penalty, which are listed in Appendix D of this Decree.
- q. “Flo~Pro” means Red Deer Exhaust, Inc., a corporation with its principal office at 5233 – 49 Avenue, Red Deer, Alberta, Canada, which does business under the name Flo~Pro Performance Exhaust.
- r. “Identified Subject Products” means the Products identified in Appendix A.
- s. “Marketing Materials” means all materials or communications containing or conveying information that is generated or controlled by the Defendants to discuss, describe, or explain any of Defendants’ products, in any form, including but not limited to electronic and hardcopy information used in advertisements, training materials, websites, online videos (e.g., YouTube), social media webpages (e.g., Facebook, Instagram) and user manuals or guides.
- t. “Motor Vehicle” has the meaning provided in 42 U.S.C. § 7550(2) and 40 C.F.R. § 85.1703.
- u. “Motor Vehicle Engine” shall mean an internal combustion engine that powers a Motor Vehicle.
- v. “NOx Adsorber Catalyst System” or “NAC” means the strategy for controlling NOx emissions from partial lean burn gasoline engines and from diesel engines by adsorbing the NOx emissions onto a catalyst substrate during lean combustion followed by periodic regeneration of the substrate during short, richer-than-stoichiometric combustion, together with all hardware, components, parts, sensors, subassemblies, software, firmware, AECDs, and other Emissions-Related Elements of Design.
- w. “On-Board Diagnostics System” or “OBD” means the strategy for monitoring the functions and performance of the emission control system and all other systems and components that must be monitored under 13 Cal. Code. Regs. §§ 1968.1 and 1968.2, for identifying and detecting malfunctions of such monitored systems and components, and for alerting the driver of such potential malfunctions by illuminating the malfunction indicator light (“MIL”), together with all hardware, components, parts, sensors, subassemblies, software, firmware, AECDs, and calibrations that collectively constitute the system for implementing this strategy.
- x. “Original Equipment Manufacturer” or “OEM” means the manufacturer responsible for the design and production of a Motor Vehicle or Motor Vehicle Engine.
- y. “Other Subject Products” means any Motor Vehicle Product: (i) where a principal

effect of the Product is to bypass, defeat, or render inoperative any device or Emissions-Related Element of Design installed on or in a Motor Vehicle or Motor Vehicle Engine in compliance with regulations under Title II of the Clean Air Act; (ii) that enables an Emissions-Related Element of Design to be removed, disabled or bypassed, (iii) that interferes with the function of, or allows the removal of, one or more Emissions-Related Elements of Design; (iv) that modifies one or more Emissions-Related Elements of Design; or (v) that is materially similar in terms of function to any of the Identified Subject Products.

- z. “Paragraph” means a portion of this Decree identified by an Arabic numeral.
- aa. “Parties” means the United States and the Defendants.
- bb. “Permanently Delete and/or Destroy” means (a) in the case of hardware, to crush the device and all of its parts or components to render them permanently useless; and (b) in the case of software, firmware, tunes, calibrations, or other programming, to completely and permanently erase all programming and information.
- cc. “Product” means any part or component intended for use with, or as part of, any Motor Vehicle or Motor Vehicle Engine including, but not limited to, hardware (e.g. exhaust systems or piping), software, firmware, tunes, calibrations, or other programming (and devices on which such software, firmware, tunes, calibrations, or other programming are loaded). Products include Subject Products (i.e., Identified Subject Products and Other Subject Products) and Exempt Products (as described in Section VI).
- dd. “Red Deer” means Red Deer Exhaust, Inc., a corporation with its principal office at 5233 – 49 Avenue, Red Deer, Alberta, Canada, which does business under the name Flo~Pro Performance Exhaust.
- ee. “Schumacher Estates” means Schumacher Estates, Ltd., a corporation with its principal office at 5233 – 49 Avenue, Red Deer, Alberta, Canada.
- ff. “Section” means a portion of this Decree identified by a Roman numeral.
- gg. “Selective Catalytic Reduction System” or “SCR” means all hardware, components, parts, sensors, sub-assemblies, software, firmware, AECs, calibrations, and other Emissions-Related Elements of Design that collectively constitute the system for controlling NOx emissions through catalytic reduction using diesel exhaust fluid (“DEF”) and (1) the DEF storage tank, 2) the DEF injectors, (3) the dosing control unit, and (4) the SCR catalysts assembly.
- hh. “Subject Product(s)” means, collectively, all “Identified Subject Product(s)” and all “Other Subject Product(s).” Exempt Products are not Subject Products.
- ii. “Technical Support” means a range of services offered by Defendants to customers or dealers involving the provision of assistance or advice on the use, installation, or

repair of products. Technical Support includes, but is not limited to, software or firmware updates, upgrades, or patches; communications in or concerning product owners' and users' manuals; and answers to specific questions provided by phone, online, or in person.

- jj. "Third Party Reseller" means any third party authorized by Defendants to sell products or any third party who Defendants know, or, upon reasonable diligence, should have known, to be selling its products.
- kk. "Thunder Diesel" means Thunder Diesel & Performance Co., an Arkansas corporation with its principal office at 1835 South College Spur, Mountain Home, Arkansas.
- ll. "United States" means the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTIES

8. Defendants provided financial information to the United States, which is generally described in Appendix D. Review of this financial information demonstrates Defendants have a limited ability to pay a civil penalty at this time. Defendants have represented that they require time to pay civil penalties to the United States. Therefore, Defendants shall pay the total penalty amount of US\$ 1,600,000 in two installment payments, plus interest. No later than 15 Days after the Date of Entry, Defendants shall pay the sum of US\$ 800,000 to the United States together with interest accruing from the Date of Lodging, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging. No later than January 1, 2023, Defendants shall pay the final payment of US\$ 800,000 to the United States, together with interest accruing from the Date of Lodging, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

9. Defendants shall pay the civil penalties described above in Paragraph 8 by FedWire Electronic Funds Transfer ("EFT") to the United States Department of Justice in accordance with written instructions to be provided to Defendants, following entry of the Consent Decree, by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Western District of Arkansas. The payment instructions provided by the FLU will include a

Consolidated Debt Collection System (“CDCS”) number, which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Donald Schumacher
P.O. Box 783
Red Deer, Alberta, Canada T4N5H2
Email: dschumacher@flopro.com

on behalf of Defendants. Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to the United States and EPA in accordance with Section XIV (Notices).

10. At the time of payment, Defendants shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via email or regular mail in accordance with Section XIV (Notices); and (iii) to EPA in accordance with Section XIV. Such notice shall state that the payment is for the civil penalties owed pursuant to the Consent Decree in *United States v. Thunder Diesel & Performance Co., Red Deer Exhaust, Inc., d/b/a “Flo~Pro Performance Exhaust,” and Schumacher Estates Ltd.* and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-2-1-12234.

11. Defendants shall not deduct any penalties paid under this Decree in accordance with this Section or Section VIII (Stipulated Penalties) in calculating federal income tax.

V. COMPLIANCE REQUIREMENTS

12. Prohibitions Pertaining to Subject Products. Defendants shall not manufacture, sell, offer to sell, or deliver or import for introduction into commerce in the United States, or install in the United States, any Subject Product, either directly or through any other business owned by, operated by, or affiliated, in whole or in part, with Thunder Diesel or Flo~Pro, or the owners or officers of Thunder Diesel or Flo~Pro, including but not limited to Donald Schumacher. In addition, Defendants shall not manufacture, sell, offer to sell, or install any Subject Product to or for any person or entity who Defendants know or reasonably should know has sold, offered to sell, or delivered or imported for introduction into commerce in the United States, or installed in the United States, any Subject Product. In addition, if EPA gives notice to Flo~Pro that a Third Party Reseller has sold, offered to sell, or delivered or imported for introduction into commerce in the United States, or installed in the United States, any Subject Product, Flo~Pro shall discontinue sales to such Third Party Reseller.

13. Destruction of All Subject Products. No later than 45 Days after the Date of Lodging, Defendants shall Permanently Delete and/or Destroy all Subject Products in their possession and control in the United States, including those Subject Products available through any proprietary or cloud system. No later than 60 Days after the Effective Date, Defendants shall Permanently Delete and/or Destroy all Subject Products forfeited by employees and officers of Defendants in the United States pursuant to Paragraph 21. Defendants shall provide to EPA information about all Subject Products deleted or destroyed pursuant to this Paragraph consistent with the requirements in Section VII.

14. Prohibition on Technical Support for All Subject Products. Defendants shall not offer or make available in the United States any Technical Support or other information (including Marketing Materials) pertaining to the installation, manufacture, sale, use, or repair of

any Subject Product. Defendants shall deny all warranty claims pertaining to any Subject Product in the United States.

15. Instructions to Third Party Resellers. No later than 30 Days after the Date of Lodging, Defendants shall (a) notify all Third Party Resellers that Defendants are no longer honoring warranty claims in the United States pertaining to any Subject Product and that Defendants are no longer supplying Technical Support in the United States pertaining to the installation, manufacture, sale, use or repair of any Subject Product; and (b) instruct all Third Party Resellers to refuse to honor any warranty claims pertaining to any Subject Product in the United States and to refuse to supply any Technical Support or other information (including Marketing Materials) pertaining to the installation, manufacture, sale, use, or repair of any Subject Product in the United States.

16. Notwithstanding the requirements of Paragraphs 14 and 15, Defendants and any Third Party Reseller may assist customers in removing any Subject Products from vehicles on which they were installed and returning such vehicles to the OEM settings. Defendants and any Third Party Reseller may provide Technical Support to customers that does not involve the installation, manufacture, sale, use, or repair of Subject Products.

17. Prohibition on Transfer of Intellectual Property. Defendants shall not offer for sale, sell, convey, or otherwise transfer in any way the design, source code, technology, manufacturing process, or other intellectual property associated with any Subject Product, except as part of a submission to CARB or in response to a request from EPA, DOJ, or another federal law enforcement office.

18. Revision of Marketing Materials. No later than 45 Days after the Date of Lodging, Defendants shall revise all Marketing Materials distributed or electronically accessible in the

United States to ensure that such materials do not include any information, including but not limited to instructions or demonstrations, that pertains or relates in any way to deleting, bypassing, defeating, or rendering inoperative any emission control device or Emissions-Related Element of Design.

19. Notice to all Identified Third Party Resellers and Subject Product Customers. No later than 45 Days after the Date of Lodging, Defendants shall send a notice that includes the language specified in Appendix B to (a) each Third Party Reseller and (b) each end-use customer to which an Identified Subject Product was sold in the United States on or after January 1, 2016. Defendants shall also include this notice on the homepages of their websites. If Defendants are unable, through reasonable efforts, to obtain either a valid email address or physical address for any party specified in this Paragraph, Defendants are excused from providing notice to that party.

20. Notice to Employees. No later than 30 Days after the Date of Lodging, Defendants shall post a written notice of applicable Clean Air Act prohibitions, incorporating language contained in Appendix C to this Decree, in conspicuous locations, both physical and electronic, where Defendants' officers and employees from both companies will regularly encounter it. These postings must include both hardcopy postings in a physical location and on-line, electronic postings.

21. Forfeiture of Subject Products Controlled by Defendants' Officers and Employees. No later than 30 Days after the Date of Lodging, Defendants shall offer to buy back at fair market value all Subject Products in the United States in the possession of each officer and employee of the Defendants and all Subject Products installed on any Motor Vehicle owned or operated, or under his or her control, by such officers and employees. Defendants shall request that all such Subject Products are timely forfeited to an individual designated by Defendants and identified to EPA for such purpose.

22. Training of Employees. No later than 45 Days after the Date of Lodging, and continuing on an annual basis thereafter, Defendants shall conduct a Clean Air Act Compliance Training Program for all officers, employees, contractors, and consultants (hereinafter, “trainees”). The Training Program shall:

- a. Include detailed information regarding:
 - i. The Compliance Requirements set forth in Section V of this Consent Decree;
 - ii. The acts prohibited by Section 203(a)(3) of the Act, 42 U.S.C. § 7522(a)(3), including the statutory language of Section 203(a)(3);
 - iii. The categories of potentially liable persons under the Act, including individuals;
 - iv. The relevant maximum civil penalties for each violation of Section 203(a)(3)(A) and 203(a)(3)(B), as adjusted for inflation in 40 C.F.R. Part 19; and
 - v. The acts prohibited by Section 113(c)(2) of the Act, 42 U.S.C. § 7413(c)(2), including the statutory language of that Section and the criminal penalties set forth therein.
- b. Be conducted in person or virtually;
- c. Provide the trainees with a written summary of all training content, including the information required in Paragraph 22(a); and
- d. Require all trainees to acknowledge, in writing, that they participated in the training session and received a written summary of all content as required by Paragraph 22(c).

23. Decree Not a Compliance Determination. Defendants shall not state or imply in any way or in any form that, as a result of compliance with any aspect of this Consent Decree, any Product is covered by a compliance determination (or similar designation) from EPA.

VI. EXEMPT PRODUCTS

24. For purposes of this Consent Decree only, and subject to Paragraphs 25 through 26, a Product is an Exempt Product if a CARB EO has been issued for the Product.

25. Notwithstanding any other provision of this Consent Decree, a Product is not an Exempt Product if:

- a. Any documentation or information provided to CARB or to EPA related to the Product is materially incorrect or inaccurate;
- b. The Product is marketed using identification other than that shown in the associated CARB EO;
- c. The Product is marketed for a configuration other than that listed in the associated CARB EO.

26. If a Product ceases to be Exempt for any reason, Defendants shall (i) immediately cease manufacturing, selling, offering to sell, and installing that Product in the United States; (ii) remove that Product from Defendants' Marketing Materials distributed or electronically accessible in the United States; (iii) notify all Third Party Resellers, in writing, that continued sale in the United States of that Product violates the Act; and (iv) take other reasonable efforts to remove that Product from commerce in the United States.

27. Product Labeling. Defendants shall label each Exempt Product with a permanent label or other marker that contains the Product manufacturer's name, the Product name, and a unique identifier. Defendants shall situate the label or other marking such that it remains visible or readily accessible after the Product is installed.

VII. REPORTING REQUIREMENTS

28. By January 31st and July 31st of each year after the Effective Date, and continuing on a semi-annual basis until termination of this Decree, and in addition to any other express reporting requirements of this Decree, Defendants shall submit a semi-annual progress report for the preceding six months, covering January 1 through June 30 or July 1 through December 31, as applicable. The semi-annual progress report shall include, but is not limited to, the following:

- a. A statement regarding the status of the payment of (i) the civil penalties and associated Interest pursuant to Paragraph 8 and (ii) any stipulated penalties owing pursuant to Section VIII;

- b. A complete copy of all information submitted to CARB as part of an application for a CARB EO during the reporting period, including the date of the initial submission, all emission test data, and any CARB EO application changes, denials, or withdrawals;
- c. A complete copy of any CARB EO obtained during the reporting period;
- d. A list of all Products that Defendants believe qualify as Exempt Products and the basis for that belief, including but not limited to the associated CARB EOs;
- e. As to Subject Products that were deleted or destroyed pursuant to Paragraph 13, a list of all hardware products, including product names, type, serial numbers, and date of destruction; and a list of all software, data, or other information that was destroyed or deleted, including the type of software, data, or other information, and the date of destruction or deletion;
- f. A list of all Third Party Resellers to whom Defendants provided instructions pursuant to Paragraph 15 and a copy of any such instructions provided;
- g. A list of all Third Party Resellers and end-use customers to whom Defendants provided a notification pursuant to Paragraph 19 and a copy of any such notification provided and a list of any such Third Party Resellers and end-use customers Defendants were unable to locate;
- h. A copy of the written notice required to be posted pursuant to Paragraph 20 and a description of the manner and location of posting;
- i. A list of all Subject Products forfeited in accordance with Paragraph 21, the name of the individual to whom the Subject Products were delivered for forfeiture, and documentation of the destruction or deletion of such Subject Products as set forth in Paragraph 13;
- j. A list of all officers, employees, contractors, and consultants who participated in the Clean Air Act Compliance Training Program during the reporting period, pursuant to Paragraph 22, and copies of the training acknowledgments signed by the participants; and
- k. A description of any noncompliance with the requirements of this Consent Decree, including an explanation of the violation's likely cause and of the specific remedial steps taken, or to be taken, to resolve and/or minimize such violation, and the specific steps to be taken to prevent such further violations.

29. If Defendants violate, or have reason to believe that any Defendant may violate, any requirement of this Consent Decree, Defendants shall notify the United States of such violation and its likely duration, in writing, within 10 business Days of the Day Defendants first

became aware of the violation, with an explanation of the violation's likely cause and of the specific remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendants shall so state in the report along with the reason(s) why the violation cannot be fully explained. Defendants shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendants became aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendants of the obligation to provide the notice required by Section IX (Force Majeure).

30. Whenever any violation of this Consent Decree or any other event affecting Defendants' performance under this Decree may pose an immediate threat to public health or welfare or to the environment, Defendants shall notify EPA orally or by electronic means as soon as possible, but no later than 24 hours after Defendants first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

31. All reports shall be submitted to the persons designated in Section XIV (Notices) and shall include the civil action number of this case and the DOJ case number, 90-5-2-1-12234.

32. Each report submitted by Defendants under this Section shall be signed by an official of Thunder Diesel and Flo~Pro, and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for intentionally submitting false information, including the possibility of fine and imprisonment for knowing violations.

33. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

34. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

35. Any information provided in accordance with this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

36. Defendants shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified in the table below, unless excused under Section IX (Force Majeure), or reduced or waived by the United States pursuant to Paragraph 43. A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

Consent Decree Violation	Stipulated Penalty
Manufacture, sell, offer to sell, or install any Subject Product, in violation of the requirements of Paragraph 12 (Prohibitions pertaining to Subject Products)	For the first 100 Subject Products, \$2,500 per unit of Subject Product manufactured, sold, offered for sale, or installed. For each Subject Product thereafter, \$4,500 per Subject Product manufactured, sold, offered for sale, or installed.

Failure to comply with any requirement of Paragraph 13 (Destruction of all Subject Products)	<p>\$500 per Day for the first 15 Days of noncompliance;</p> <p>\$1,000 per Day for the 16th through 30th Days of noncompliance; and</p> <p>\$2,500 per Day thereafter.</p>
Failure to comply with the requirements of Paragraph 14 (Prohibition on Technical Support for all Subject Products)	\$2,500 per violation.
Failure to comply with the requirements of Paragraph 15 (Instruction to Third Party Resellers)	<p>\$500 per Day for the first 15 Days of noncompliance;</p> <p>\$1,000 per Day for the 16th through 30th Days of noncompliance; and</p> <p>\$2,500 per Day thereafter.</p>
Failure to comply with the requirements of Paragraph 17 (Prohibition on transfer of Intellectual Property)	\$500,000 or two times the gross amount received from the transfer, whichever is greater.
Failure to comply with the requirements of Paragraph 18 (Revision of Marketing Materials)	<p>\$500 per Day for the first 15 Days of noncompliance;</p> <p>\$1,000 per Day for the 16th through 30th Days of noncompliance; and</p> <p>\$2,500 per Day thereafter.</p>
Failure to comply with the requirements of Paragraph 19 (Notice to all Identified Subject Product customers)	\$2,500 per customer or Third Party Seller.
Failure to comply with the requirements of Paragraph 20 (Notice to employees)	<p>\$500 per Day for the first 15 days of noncompliance;</p> <p>\$1,000 per Day for the 16th through 30th Days of noncompliance; and</p> <p>\$2,500 per Day thereafter.</p>

Failure to comply with the requirements of Paragraph 21 (Forfeiture of Subject Products Controlled by Officers and Employees)	<p>\$500 per Day for the first 15 Days of noncompliance;</p> <p>\$1,000 per Day for the 16th through 30th Days of noncompliance; and</p> <p>\$2,500 per Day thereafter.</p>
Failure to comply with the requirements of Paragraph 22 (Training of employees)	\$1,000 per person covered by Paragraph 22, up to a maximum of \$50,000 per calendar year.
Failure to (a) provide a copy of this Consent Decree to any proposed transferee; (b) provide written notice to the United States at least 30 Days prior to any transfer of any portion of the businesses; or (c) provide to EPA an executed copy of the written agreement with the transferee as required by Paragraph 4.	\$500,000 or two times the gross amount received from the transfer, whichever is greater.

37. Periodic Reports. If Defendants fail to submit a Semi-Annual Report, or fail to submit a complete Semi-Annual Report, as required by Section VII (Reporting Requirements), Defendants shall pay a stipulated penalty of \$500 per Day for the first 30 Days of noncompliance and \$2,000 per Day thereafter.

38. Late Payment of Civil Penalty. If Defendants fail to pay the civil penalties required to be paid under Section IV (Civil Penalties) when due, Defendants shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

39. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

40. Defendants shall pay stipulated penalties to the United States within 30 Days of a written demand by the United States, unless Defendants invoke the dispute resolution procedures under Section X (Dispute Resolution) within the 30-Day period.

41. Stipulated penalties shall continue to accrue as provided in Paragraph 39 during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.
- b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, within 30 Days of receiving the Court's decision or order, except as provided in Paragraph 42(c), below.
- c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest, within 30 Days of receiving the final appellate court decision.

42. If a Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, the Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph limits the United States from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties or interest.

43. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

44. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations of Paragraphs 12 – 15 and 17 – 22 that have occurred prior to the Effective Date, provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

45. Defendants shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

46. The payment of stipulated penalties and/or interest pursuant to this Section shall not alter in any way Defendants' obligation to complete the performance of the requirements of this Consent Decree.

47. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendants' violation of this Decree or applicable law. Where a violation of this Decree is also a violation of relevant statutory or regulatory requirements, Defendants shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation under the applicable federal requirement.

IX. FORCE MAJEURE

48. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants' contractors, Third Party Resellers, or employees, which delays or prevents the performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. The requirement that Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are

minimized. “Force majeure” does not include Defendants’ financial inability to perform any obligation under this Consent Decree.

49. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendants shall provide notice by electronic transmission to EPA, within 72 hours of when Defendants first knew that the event might cause a delay, to the addressees provided in Section XIV (Notices). Within seven Days thereafter, Defendants shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendants’ rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Defendants shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendants shall be deemed to know of any circumstance of which Defendants, any entity controlled by Defendants, or Defendants’ contractors knew or should have known.

50. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force

majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

51. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendants in writing of its decision.

52. If a Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 30 Days after receipt of EPA's notice. In any such proceeding, Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendants complied with the requirements of Paragraphs 48 and 49. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

53. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendants' failure to seek resolution of a dispute under this Section shall preclude Defendants from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendants arising under this Decree.

54. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendants send the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal

negotiations shall not exceed 30 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 10 Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

55. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation relied upon by Defendants.

56. The United States shall serve its Statement of Position within 45 Days of receipt of Defendants' Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

57. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 20 Days of receipt of the United States' Statement of Position under the preceding Paragraph. The motion shall contain a written statement of Defendants' position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any

schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

58. The United States shall respond to Defendants' motion within the time period allowed by the Local Rules of this Court. Defendants may file a reply memorandum, to the extent permitted by the Local Rules.

59. Standard of Review. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 55, Defendants shall bear the burden of demonstrating that their position complies with this Consent Decree, and that Defendants are entitled to relief under applicable principles of law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious.

60. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 41. If Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

61. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any of Defendants' business facilities, at all reasonable times, upon presentation of credentials, to:

- a. Monitor the progress of activities required under this Consent Decree;
- b. Verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;

- c. Inspect records and any product(s) regulated under Title II of the Act or the regulations promulgated thereunder;
- d. Obtain documentary evidence, including photographs, software, or other data or information; and
- e. Assess Defendants' compliance with this Consent Decree.

62. Until two years after the termination of this Consent Decree, unless otherwise specified herein, Defendants shall retain, and shall instruct their contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in their or their contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendants' performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

63. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendants shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Defendants shall deliver any such documents, records, or other information to EPA. Defendants may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, they shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document,

record, or information; and (f) the privilege asserted by Defendants. However, no documents, records, or other information created or generated in accordance with the requirements of this Consent Decree shall be withheld on grounds of privilege.

64. Defendants may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Defendants seek to protect as CBI, Defendants shall follow the procedures set forth in 40 C.F.R. Part 2.

65. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

66. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging.

67. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree does not limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 66. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising as a result of Defendants’ business or any of Defendants’ products, whether related to the violations addressed in this Consent Decree or otherwise.

68. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Defendants' operations, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved under Paragraph 66.

69. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any action commenced under any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, or with any other provisions of federal, state, or local laws, regulations, or permits.

70. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law.

71. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

72. The United States' agreement to the amount of the civil penalty required by Paragraph 8 of this Consent Decree is based on the Financial Information identified in Appendix D of this Consent Decree. Defendants certify that the Financial Information submitted to the United States and generally described in Appendix D is true, accurate, and complete

XIII. COSTS

73. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalties or any stipulated penalties due but not paid by Defendants.

XIV. NOTICES

74. Unless otherwise specified in this Decree, whenever notifications, submissions, statements of position, or communications are required by this Consent Decree (referred to as "notices" in this section), they shall be made electronically as described below, unless such notices are unable to be uploaded to the CDX electronic system (in the case of EPA) or transmitted by email in the case of any other recipient. For all notices to EPA, Defendants shall register for the CDX electronic system and upload such notices at <https://cdx.gov/epa-home.asp>. Any notice that cannot be uploaded or electronically transmitted via email shall be provided in writing to the addresses below:

As to the United States by email: eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-2-1-12234

As to the United States by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-2-1-12234

As to EPA by email: r5ardreporting@epa.gov

As to Defendants:

Donald Schumacher
P.O. Box 783
Red Deer, Alberta Canada T4N5H2
dschumacher@flopro.com

75. Any Party may, by written notice to the other Parties, change its designated notice recipients or notice addresses provided above.

76. Notices submitted under this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

77. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XVI. RETENTION OF JURISDICTION

78. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, under Sections X (Dispute Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

79. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the

modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

80. Any disputes concerning modification of this Decree shall be resolved under Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 59, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVIII. TERMINATION

81. After Defendants have: (a) completed the requirements of Paragraphs 13, 15, 18, 19, 20, 21 and 22; (b) complied with Paragraphs 12, 14, 17, and 23 for at least four years after the Effective Date; (c) paid the civil penalties required by Section IV, including any accrued interest; and (d) paid any accrued stipulated penalties as required by this Consent Decree, Defendants may serve upon the United States a Request for Termination, stating that Defendants have satisfied these requirements, together with all necessary supporting documentation.

82. Following receipt by the United States of Defendants' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

83. If the United States does not agree that the Decree may be terminated, Defendants may invoke Dispute Resolution under Section X of this Decree. However, Defendants shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

84. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

85. Each undersigned representative of the Defendants and of the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

86. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendants need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXI. INTEGRATION

87. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and

supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than the deliverables that are subsequently submitted pursuant to this Consent Decree, no other document, nor any representation, inducement, agreement, understandings, or promise constitutes any part of this Decree or the settlement it represents.

XXII. FINAL JUDGMENT

88. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants.

XXIII. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

89. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii) and 6 C.F.R. § 1.162-21(b)(2), performance of Section II (Applicability), Paragraph 5; Section V (Compliance Requirements), Paragraphs 12 – 22; Section VI, Paragraph 27; Section VII (Reporting Requirements), Paragraphs 28, 29, 32; and Section XI (Information Collection and Retention), Paragraphs 61 – 63; and Appendices A, B, and C is restitution, remediation, or required to come into compliance with law.

XXIV. APPENDICES

90. The following Appendices are attached to and part of this Consent Decree:

“Appendix A” is a list of Identified Subject Products.

“Appendix B” is language to be included in the notice to customers referenced in Paragraph 20.

“Appendix C” is language to be included in the notice to employees referenced in Paragraph 21.

“Appendix D” is the List of Financial Information Submitted by Defendants for the Ability to Pay Analysis.

Dated and entered this 1st day of November, 2022.



HONORABLE TIMOTHY L. BROOKS
UNITED STATES DISTRICT JUDGE

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Thunder Diesel & Performance Co., Red Deer Exhaust, Inc., d/b/a Flo~Pro Performance Exhaust, and Schumacher Estates Ltd.*, subject to public notice and comment:

FOR THE UNITED STATES OF AMERICA:

Date: July 28, 2022

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611

/s/ Samantha M. Ricci
SAMANTHA M. RICCI
Trial Attorney
Cal. Bar 324517
Attorney for Plaintiff United States
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611
Phone: (202) 532-3950
Email: Samantha.ricci@usdoj.gov

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Thunder Diesel & Performance Co., Red Deer Exhaust, Inc., d/b/a Flo~Pro Performance Exhaust, and Schumacher Estates Ltd.*, subject to public notice and comment:

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

LAWRENCE
STARFIELD

Digitally signed by LAWRENCE
STARFIELD
Date: 2022.06.23 14:23:00
-04'00'

LAWRENCE E. STARFIELD
Acting Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
Washington, DC 20460

ROSEMARIE A. KELLEY
Director, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
Washington, DC 20460

MARY E. GREENE
Director, Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
Washington, DC 20460

MARK J. PALERMO
Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
Washington, DC 20460

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Thunder Diesel & Performance Co., Red Deer Exhaust, Inc., d/b/a Flo~Pro Performance Exhaust, and Schumacher Estates Ltd.*:

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY, REGION 5:

ROBERT Digitally signed by
KAPLAN ROBERT KAPLAN
Date: 2022.06.15
08:22:27 -05'00'

ROBERT A. KAPLAN
Regional Counsel
United States Environmental Protection Agency, Region 5
Chicago, IL 60604

MATTHEW Digitally signed by
DAWSON MATTHEW DAWSON
Date: 2022.06.15
07:48:29 -05'00'

JOSH ZAHAROFF
MATTHEW DAWSON
Office of Regional Counsel
United States Environmental Protection Agency, Region 5
Chicago, IL 60604

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Thunder Diesel & Performance Co., Red Deer Exhaust, Inc., d/b/a Flo~Pro Performance Exhaust, and Schumacher Estates Ltd.*:

FOR DEFENDANTS THUNDER DIESEL &
PERFORMANCE CO., RED DEER EXHAUST, INC.,
d/b/a FLO~PRO PERFORMANCE EXHAUST, AND
SCHUMACHER ESTATES LTD.

5/16/2022
Date:


DONALD SCHUMACHER

Appendix A: Identified Subject Products

Manufacturer	Product Number	Product Description	Year	Vehicle/Engine	Product Type
ADVANCED FLOW ENGINEERING	ADF 46-90071	EGR Cooler Delete Kits	2007.5-2008	Dodge 6.7L Cummins	EGR Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 46-90072	EGR Cooler Delete Kits	2009-2012	Dodge 6.7L Cummins	EGR Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02003	Turbo-Back Exhaust System	2005.5-2009	Dodge 5.9L/6.7L Cummins	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02003N	Turbo-Back Exhaust System	2005.5-2010	Dodge 5.9L/6.7L Cummins	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02007N	AFE Diesel System	2004-2007	Dodge, 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02010	DNS EXHAUST PIPE KIT	2007.5-2012	Dodge 6.7L Cummins	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02011	DNS EXHAUST PIPE KIT	2007.5-2012	Dodge 6.7L Cummins	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02030	AFE DIESEL SYSTEM	2007-2012	Dodge	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02030N	AFE DIESEL SYSTEM	2007-2012	Dodge 6.7L Cummins	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02047	DNS EXHAUST SYSTEM	2013-2018	2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02047N	AFE DIESEL SYSTEM	2013-2015	Dodge 6.7L Ram 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02050	AFE DIESEL RACE PIPE	2013-2016	Ram 1500/2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02051-1	AFE DIESEL KIT	2013-2015	Ram 6.7L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02051-1	AFE DIESEL KIT	2013-2015	Ram 6.7L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02054	DNS EXHAUST SYSTEM	2013-2018	2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02054N	AFE DIESEL SYSTEM	2013-2018	Ram 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02055	AFE DIESEL RACE PIPE	2013-2017	Dodge 6.7L Ram 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02058	AFE DIESEL SYSTEM	2004-2012	Dodge 5.9L Ram	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-02058N	AFE DIESEL SYSTEM	2007-2012	Dodge 5.9L Ram 2500/3500 Cummins	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03002	AFE DIESEL SYSTEM	1999-2003	Ford 7.3L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03003N	AFE DIESEL SYSTEM	2003-2007	Ford 6.0L Powerstroke	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03004	AFE DIESEL SYSTEM	2007-2010	Ford 6.4L Powerstroke	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03004N	AFE DIESEL SYSTEM	2007-2010	Ford 6.4L Powerstroke	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03006	AFE DIESEL SYSTEM	2011-2014	Ford 6.7L Powerstroke F250/F350	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03006N	AFE DIESEL SYSTEM	2011-2014	Ford 6.7L Powerstroke	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03010	AFE DIESEL SYSTEM	2008-2010	Ford 6.4L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03011	AFE DIESEL SYSTEM	2008-2010	Ford 6.4L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03012	AFE DIESEL SYSTEM	2011-2015	Ford 6.7L Powerstroke	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03039	AFE DIESEL SYSTEM	2011-2016	Ford 6.7L Powerstroke	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03039N	AFE DIESEL SYSTEM	2011-2014	Ford 6.7L Powerstroke	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03040-1	AFE DIESEL SYSTEM	2008-2010	Ford 6.4L Powerstroke F250/F350/	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03040N	AFE DIESEL SYSTEM	2007-2010	Ford	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03055-B	AFE DIESEL SYSTEM	2011-2015	Ford F-250/350/450 Superduty Tru	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03055-P	AFE DIESEL SYSTEM	2011-2014	Ford Diesel Trucks 6.7L Power Stro	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03066-P	DNS EXHAUST SYSTEM	2011-2016	Ford F-250/350 Super Duty 6.7 Pow	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03077	AFE DIESEL SYSTEM	2003-2007		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03077N	DNS EXHAUST SYSTEM		Ford F-250/350	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03093	DNS EXHAUST SYSTEM	2017-2018	Ford F-250/350 Super Duty 6.7 Pow	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03093N	DNS EXHAUST SYSTEM	2017-2018	Ford F-250/350 Super Duty 6.7 Pow	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-03098	DNS EXHAUST SYSTEM	2017-2019	Ford Diesel Trucks 6.7L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04001N	AFE DIESEL SYSTEM	2001-2007	Sierra 2500 HD, Sierra 3500, Sierra	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04002	AFE DIESEL SYSTEM	2007-2010	Sierra 2500 HD, Sierra 3500 HD, Sil	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04002N	AFE DIESEL SYSTEM	2007.5-2010	GM 6.6L Duramax LMM	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04003	AFE DIESEL SYSTEM	2011-2015		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04003N	AFE DIESEL SYSTEM	2011-2015	GM Diesel Trucks V8-6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04010	DNS EXHAUST PIPE KIT		Nissan Titan XD 5.0L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04012	AFE DIESEL RACE PIPE	2001-2007	Chevrolet Silverado	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04014	AFE DIESEL RACE PIPE	2007.5-2010	Silverado/Sierra 2500/3500 Duram	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04015	AFE DIESEL RACE PIPE	2007-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04021	DNS EXHAUST PIPE KIT	2011-2015	GMC Sierra 2500 / 3500 HD, 6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04022	DNS EXHAUST PIPE KIT	2011-2016	GMC Sierra 2500 HD / 3500 HD, Ch	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04033N	DNS EXHAUST SYSTEM	2007.5-2010	GM DSL Trucks V8-6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04035-1	DNS EXHAUST SYSTEM		Chevrolet, GMC 6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04035N	AFE DIESEL SYSTEM	2011-2015	Chevrolet, GMC 6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04041	AFE DIESEL SYSTEM	2011-2017		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04041-B	AFE DIESEL SYSTEM	2011-2017	GM Diesel Trucks V8-6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04043-B	AFE DIESEL SYSTEM	2011-2017	GM Diesel Trucks V8-6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04044-B	AFE DIESEL SYSTEM	2011-2015	GMC Sierra 2500 HD / 3500 HD, Ch	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04044-P	AFE DIESEL SYSTEM	2011-2015	GMC Sierra 2500 HD / 3500 HD, Ch	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04053	DNS EXHAUST SYSTEM	2015.5	Silverado/Sierra HD 6.6L LML Dura	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04053N	AFE DIESEL SYSTEM	2015-2016	Chevrolet, GMC 6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04054	AFE DIESEL SYSTEM	2015-2016		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04054N	AFE DIESEL SYSTEM	2015-2016	GM 6.6L Duramax LMM	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04059N	AFE DIESEL SYSTEM	2001-2010	GM 6.6L Duramax LMM	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04060	AFE DIESEL SYSTEM	2001-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04060N	AFE DIESEL SYSTEM	2001-2010	Chevrolet Silverado 2500 HD	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04064-B	AFE DIESEL SYSTEM	2016-2017		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04066	AFE DIESEL RACE PIPE	2011-2015		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04067	AFE DIESEL RACE PIPE	2015-2016		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04086-P	AFE DIESEL SYSTEM	2017		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-04087	DNS EXHAUST SYSTEM	2017-2019	GM Diesel Trucks, V8 6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-12001	AFE DIESEL SYSTEM	1994-2002		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-13004	DNS EXHAUST SYSTEM			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-13005	AFE DIESEL SYSTEM	2003-2007		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-13022	AFE DIESEL SYSTEM	2008-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-13029	AFE DIESEL SYSTEM	2008-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-14017N	DNS EXHAUST SYSTEM	2009-2010	GMC Sierra 2500/3500 HD, Chevrol	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-22005RP	DNS EXHAUST PIPE KIT	2013-2018	2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-22006RP	DNS EXHAUST PIPE KIT			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-23008RP	DNS EXHAUST PIPE KIT			Exhaust Aftertreatment Delete Hardware

ADVANCED FLOW ENGINEERING	ADF 49-24006P DNS EXHAUST PIPE KIT	2015-5-2015	Sierra 3500 Silverado 3500 HD	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42006-P AFE DIESEL SYSTEM	2007-2012		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42007 AFE DIESEL SYSTEM	2004-2009		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42009-1 AFE DIESEL SYSTEM	2007-2012		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42010N AFE DIESEL SYSTEM	2007-2012		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42016-B AFE DIESEL SYSTEM	2007-2012		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42020 DNS EXHAUST PIPE KIT	2007-2012	Dodge Ram 2500 / 3500 Pickup 6.7	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42022 DNS EXHAUST PIPE KIT	2007-2012	Dodge Ram Cummins 6.7L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42023 AFE DIESEL SYSTEM	2007-2012		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42030-P AFE DIESEL SYSTEM	2007-2012		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42033-B AFE DIESEL SYSTEM	2007-2012		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42039-B AFE RACE DIESEL KIT	2013-2017		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42041-P AFE ECODIESEL SYSTEM	2014		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42044-B AFE ECODIESEL SYSTEM	2014		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42045-P AFE ECODIESEL SYSTEM	2014		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42047-1 AFE DIESEL SYSTEM	2013-2015		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42047-1 AFE DIESEL SYSTEM	2013-2015		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42050 DNS EXHAUST PIPE KIT			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42054-B AFE DIESEL SYSTEM	2013-2016		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42054-P AFE DIESEL SYSTEM	2013-2016		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-42055 DNS EXHAUST PIPE KIT			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43002 AFE DIESEL SYSTEM	1999-2003		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43004 AFE DIESEL SYSTEM	2003-2007		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43009 AFE DIESEL SYSTEM	2003-2005	Ford Excursion	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43022 AFE DIESEL SYSTEM	2008-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43023N AFE DIESEL SYSTEM	2008-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43024 AFE DIESEL RACE PIPE	2008-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43026 AFE DIESEL RACE PIPE	2008-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43027 AFE DIESEL RACE PIPE	2008-2010		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43030N DNS EXHAUST SYSTEM			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43031 DNS EXHAUST PIPE KIT			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43034 AFE DIESEL SYSTEM	2011-2015	Ford F250/350/450	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43035N DNS EXHAUST SYSTEM		Ford 6.7L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43036 AFE DIESEL RACE PIPE	2011-2015	Ford F250/350/450	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43039 AFE DIESEL SYSTEM	2011-2015	Ford F250/350/450	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43039N AFE DIESEL SYSTEM	2011-2015	Ford F250/350/450	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43040 AFE DIESEL SYSTEM	2008-2010	Ford F250/350/450	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43040-P DNS EXHAUST SYSTEM	2008-2010	Ford F-250/350 Super Duty 6.4L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43066-B AFE DIESEL SYSTEM	2011-2015	Ford F250/350/450	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43093-B DNS EXHAUST SYSTEM	2017	Ford F-250/350 Super Duty 6.7L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43098 DNS EXHAUST SYSTEM			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-43099 DNS EXHAUST SYSTEM	2017	Ford Diesel Trucks V8-6.7L Powerst	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44017-B AFE DIESEL SYSTEM	2007-2010	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44017-P AFE DIESEL SYSTEM	2007-2010	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44019 DNS EXHAUST PIPE KIT	2007-2010	Silverado/Sierra 2500/3500 V8-6.6	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44020 AFE DIESEL RACE PIPE	2007-2010	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44021 DNS EXHAUST PIPE KIT	2007-5-2010	GM Duramax	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44022 DNS EXHAUST PIPE KIT	2007-5-2010	GM 6.6L Duramax LMM	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44023 DNS EXHAUST PIPE KIT	2007-5-2010	GM 6.6L Duramax LMM	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44025 AFE DIESEL SYSTEM	2011-2015		Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44027 AFE DIESEL RACE PIPE	2011-2015	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44028 DNS EXHAUST PIPE KIT	2011-2015	GM 6.6L Duramax LML	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44029-B AFE DIESEL SYSTEM	2011-2015	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44031N DNS EXHAUST SYSTEM	2007-2015	Jeep Wrangler V6-3.6L/3.8L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44032 AFE DIESEL SYSTEM	2011-2015	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44033N AFE DIESEL SYSTEM	2007-2010	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44033-P AFE DIESEL SYSTEM	2007-2010	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44035-B AFE DIESEL SYSTEM	2011-2015	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44035N AFE DIESEL SYSTEM	2011-2015	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44035-P DNS EXHAUST SYSTEM			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44041 AFE DIESEL SYSTEM	2011-2015	GM 2500 / 3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44041-P AFE DIESEL SYSTEM	2011-2015	GM 2500 / 3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44044-P AFE DIESEL SYSTEM	2001-2007	GM 2500 / 3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44045-P AFE DIESEL SYSTEM	2001-2007	GM 2500 / 3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44052-B DIESEL KIT	2015-2016	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44053-B AFE DIESEL SYSTEM	2015-2016	GM 2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44053-P DNS EXHAUST SYSTEM			Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44054-B DNS EXHAUST SYSTEM	2015.5	GM Diesel Trucks V8-6.6L	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44054-P DNS EXHAUST SYSTEM		Colorado	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44060-P AFE DIESEL SYSTEM	2001-2010	Colorado	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44064-P AFE DIESEL SYSTEM	2016-2017	Colorado	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44066 AFE DIESEL RACE PIPE	2011-2015	2500/3500	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44075-B AFE DIESEL SYSTEM	2016-2017	Colorado	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 49-44075N AFE DIESEL SYSTEM	2016-2017	Colorado	Exhaust Aftertreatment Delete Hardware
ADVANCED FLOW ENGINEERING	ADF 77-33001 Scorch Pro Performance Prog	2017-2020	Ford 3.5L V6	Tuning - Emissions Equipment-Present Calibration
ADVANCED FLOW ENGINEERING	ADF 77-33008 Scorch Pro Performance Prog	2015-2017	Ford	Tuning - Emissions Equipment-Present Calibration
ADVANCED FLOW ENGINEERING	ADF 77-42010 Scorch HD Module	2014-2016	Dodge	Tuning - Emissions Equipment-Present Calibration
ADVANCED FLOW ENGINEERING	ADF 77-43025 Scorch GT Power Module	2017-2020	Ford	Tuning - Emissions Equipment-Present Calibration
DERIVE POWER LLC	DER 40460S SCT GTX & MONITOR	1999-2017	Dodge, Ford, GM Diesel Pick Up an	Tuning - Emissions Equipment-Removed Calibration
DERIVE POWER LLC	DER 5015P BULLY DOG GTX TUNER DODGE	1999-2017	Dodge, Ford, GM Diesel Pick Up an	Tuning - Emissions Equipment-Removed Calibration
DERIVE POWER LLC	DER 5416P BULLY DOG BDX		GM	Tuning - Emissions Equipment-Removed Calibration
DERIVE POWER LLC	DER 7015 SCT BDX PROGRAMMER	1999-2017	Dodge, Ford, GM Diesel Pick Up an	Tuning - Emissions Equipment-Removed Calibration
DERIVE POWER LLC	DER 7215 SCT LIVEWIRE	1999-2017	Dodge, Ford, GM Diesel Pick Up an	Tuning - Emissions Equipment-Removed Calibration
DERIVE POWER LLC	DER 7416 SCT LIVEWIRE	1999-2017	Dodge, Ford, GM Diesel Pick Up an	Tuning - Emissions Equipment-Removed Calibration
DEVIANT RACE PARTS	DRP 71100 SCT TUNER		GM 2500/3500	EGR Delete Hardware

DEVIANT RACE PARTS	DRP 73100	SCT TUNER		GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 73101	SCT TUNER	2006-2010	GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 73102	GM LB7/LLY BLOCKER PLATE	2004-2005	GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 73111	GM LLY/LBZ BLOCKER PLATE	2006-2010	GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 74100	GM 06-10 EGR DELETE KIT	2007.5-2010	Duramax LMM	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 75110	GM LLY EGR DELETE	2004.5-2005	GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 75111	GM EGR DELETE W/ UP PIPE	2006-2010	GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 75115	GM LMM BLOCKER PLATE		GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 75120	GM LML EGR DELETE		GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 75125	GM LML S/S BLOCKER PLATE	2015-2016	GM 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 87110	GM 2015.5-16 EGR DELETE	2009-2016	Dodge 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 87111	GM LML EGR DELETE W/UP PIP	2007-2008	Dodge 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 87112	GM 15.5-16 EGR DELETE W/UP	2007-2008	Dodge 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 87113	DODGE 09-16 DELUXE EGR DEL	2009-2012	Dodge 2500/3500	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 93100	FORD 03-07 6.0L EGR DELETE K	2003-2007	Ford F250/350	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 94120	Basic EGR Delete Kit	2008-2010	Ford 6.4L Powerstroke	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 95100	FORD EGR DELETE 11-14	2011-2014	Ford F250/350	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 95110	6.7L FORD EGR UPGRADE KIT		Ford F250/350	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 95130	DNS EGR KIT	2015-2016	Ford F-Series 6.7L Powerstroke	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 95140	DNS EGR KIT	2015-2016	Ford F-Series w/ 6.7L Powerstroke	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 95150	EGR UPGRADE KIT 17-18 FORD	2017-2018	Ford F250/350	EGR Delete Hardware
DEVIANT RACE PARTS	DRP 95160	EGR UPGRADE KIT 17-18 FORD	2017-2018	Ford F250/350	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 10810	4" Cat & DPF Race Pipes	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 11111	4" Cat & DPF Race Pipes	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 11112	4" Cat & DPF Race Pipes	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 11211	4" Downpipe	2011-2012	GM 6.6	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 11213	4" DPF/CAT Race Kit, (6-9)	2015.5+	GM Duramax 6.6L	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 11511	4" DPF/CAT Race Kit, (5-6)	2015.5+	GM Duramax 6.6L	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1636	5" Turbo Back Single	2007-2009	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1639	5" Turbo Back Single	2007-2009	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1648	5" Turbo Back Single	2010-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1649	5" Turbo Back Single	2010-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1673	5" Turbo Back Single	2013-2018	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1674	5" Turbo Back Single	2013-2018	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 18213	4" Cat & DPF Race Pipes	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 18223	4" Cat & DPF Race Pipes	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 18233	4" Cat & DPF Race Pipes	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 18243	4" Cat & DPF Race Pipes	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 18253	4" Cat & DPF Race Pipes	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1836	4" Turbo Back Single	2007-2009	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1839	4" Turbo Back Single	2007-2009	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1848	4" Turbo Back Single	2010-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1849	4" Turbo Back Single	2010-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1873	4" Downpipe Back Single	2013-2018	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 1874	4" Downpipe Back Single	2013-2018	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 20812NB	DG 67 Intermediate 835 NB	2007-2011	Nb N250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 20852NB	DG 67 5" AI DPF DELETE NB	2007-2009	Nb N250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21012NB	DG 67 4" IP NB	2010-2011	Nb N250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21052NB	5" Turbo Back Single System No 2010		Dodge Ram	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21122	4" Cat & DPF Race Pipe	2011-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21123	4" Cat & DPF Race Pipe	2011-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21124	4" SCR Race Pipe	2011-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21125	4" SCR Race Pipe	2011-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21126	4" Cat & DPF Race Pipe	2013-2017	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21127	4" Cat & DPF Race Pipe	2013-2017	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21128	4" SCR Race Pipe	2013-2017	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21129	4" SCR Race Pipe	2013-2017	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 213000	EGR Race Kits & Intake Parts, E	2007.5-2017	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 213020	CAB & Chassis EGR Race Kits, E	2013-2017	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 213021	EGR Race Kits & Intake Parts, E	2013-2017	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 213522	CAB & Chassis EGR Race Kits, E	2013-2017	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21413	Coil/Leaf Spring Rear Suspensio	2013-2016	Dodge Ram 6.7L 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 21452NB	Intermediate Pipe		Pipe P250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 27111	Cat Race Pipe	2007-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 27113NB	DPF Race Pipe	2007-2012	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 27123	4" Cat & DPF Race Pipe	2007-2010	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 301001	EGR Race Kits & Intake Parts, E	2007.5-2009	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 301002	EGR Race Kits & Intake Parts, E	2007.5-2017	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 301003	EGR Race Kits & Intake Parts, C	2007.5-2009	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 301005	EGR Race Kits & Intake Parts, C	2007.5-2012 P	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 301009	EGR & Cooler Delete	2014-2018	Ram 1500 EcoDiesel	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 302201	EGR Race Kits, EGR & Cooler	2011-2014	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 302202	EGR Race Kits, EGR Only	2011-2014	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 302203	EGR Race Kits, EGR & Cooler	2011-2014	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 30800EGR	EGR Race & Up-Pipe Kits, EGR & 2008-2010		Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 30800R	EGR Race & Up-Pipe Kits, Up-Pi	2008-2010	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 30801R	Polished Stainless Up-Pipes w/	2007.5-2010	Powerstroke	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 30802R	Polished Stainless Up-Pipes w/	2007.5-2010	Powerstroke	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 30814NB	PS 6.4L IP 3.5" OD NB	2008-2010	Nb N250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 30858NB	PS 6.4 INT. PIPE 4" ID-5"OD	2008-2010	Od I250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 31152NB	11 PS 6.7 DPF DEL FOR 652-653	2011	Powerstroke 6.7	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 315000	EGR & Cooler w/ OEM Pyro Pla	2015-2016	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 315003	EGR & Cooler w/ 1/8 NPT Pyro	2015-2016	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 38113NB	3 1/2" DPF Race Pipe	2007.5-2010	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 38123NB	4" DPF Race Pipe	2007.5-2010	Powerstroke	Exhaust Aftertreatment Delete Hardware

FLO-PRO PERFORMANCE EXHAUST	FPD 39403	4" Cat Race Pipe	1994-1997.5	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 40810	4" Cat & DPF Race Pipes	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 40811	4" Downpipe	2007-2010	GM LMM	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 41111	4" Cat Race Pipe	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 41112	4" DPF Race Pipe	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 41211	4" Single System	2011	GM Duramax 6.6L	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 41252	5" SS Inter Pipe	2011-2012	GM	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 41511	SS 4" Downpipe		12.5 GM 6.6L	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 424	4" Turbo Back Single, Race Exha	2003-2007	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 48213	4" Cat & DPF Race Pipes, Crew	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 48223	4" Cat & DPF Race Pipes, Exten	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 48243	4" Cat & DPF Race Pipes, Exten	2007-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 50852NB	DG 67 5" DPF Delete NB	2007-2009	Nb N250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 51052NB	DG 67 5" SS Interm Pipe NB	2010-2011	Nb N250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 51413	DG 4" SS Intermediate Pipe	2013-2015	Pipe P250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 524	4" Turbo Back Single Race Exha	2003-2007	Exhaust E250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 57111	Cat Race Pipe	2007-2012	Pipe P250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 57113NB	DPF Race Pipe	2007-2012	Pipe P250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 57123	Cat & DPF Race Pipes	2007-2010	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 601	5" Downpipe Back Single, Race	2001-2007	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 601NM	5" Downpipe Back Single, Race	2001-2007	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 61114NB	DPF Delete	2011	Ford	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 614	5" Turbo Back Single	2003-2007	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 614NM	5" Turbo Back Single	2003-2007	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 619	5" Turbo Back Single	2004.5-2007	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 619NM	5" Turbo Back Single	2004.5-2007	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 632NB	5" Downpipe Back Single	2008-2010	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 633NB	5" Downpipe Back Single	2008-2010	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 634	5" Downpipe Back Single	2007.5-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 634NM	5" Downpipe Back Single	2007.5-2010	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 638NB	5" Turbo Back Single	2008-2010	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 643NB	5" Turbo Back Single	2008-2010	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 644	5" Turbo Back Single	2007-2010	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 645	5" Turbo Back Single	2007-2010	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 652NB	5" Downpipe Back Single	2011-2017	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 653NB	5" Downpipe Back Single	2011-2017	Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 654	5" Turbo Back Single	2011-2017	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 655	5" Turbo Back Single	2011-2017	Cummins	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 660	5" Cat Back Single	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 661	5" Cat Back Single	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 664	5" Downpipe Back Single	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 664NM	5" Downpipe Back Single	2011-2015	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 671	5" Downpipe Back Single	2015.5-2016	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 671NM	5" Downpipe Back Single	2015.5-2016	Duramax	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 678	5" Downpipe Back Single	2016-2017	Nissan 5.0L Titan XD	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 678NM	5" Downpipe Back Single	2016-2017	Nissan 5.0L Titan XD	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 680	5" Downpipe Back Single	2017+	6.6L Duramax, 2500/3500 LSP	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 680NM	5" Downpipe Back Single	2017+	6.6L Duramax, 2500/3500 LSP	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 68113NB	DPF Race Pipe	2007.5-2010	6.4L Powerstroke, F250/F350/F450	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 701	4" Downpipe Back Duals	2001-2007	6.6L Duramax, 2500HD	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 714	4" Turbo Back Duals	2003-2004	6.0L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 716	4" Turbo Back Duals	2003-2004	6.0L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 719	4" Turbo Back Duals	2004.5-2007	5.9L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 726	4" Downpipe Back Duals	2001-2007	5.9L Duramax, 3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 733NB	4" Downpipe Back Duals	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 734	4" Downpipe Back Duals	2007.5-2010	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 738NB	4" Turbo Back Duals	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 739NB	4" Turbo Back Duals	2007-2009	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 753NB	4" Downpipe Back Duals	2011-2017	6.7L Powerstroke F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 761	4" Cat Back Duals	2011-2015	6.6L Duramax 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 764	5" Downpipe Back Duals	2011-2015	6.6L Duramax 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 766	5" Turbo Back Duals	2010-2012	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 767	5" Downpipe Back Duals	2011-2017	6.7L Powerstroke F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 768	5" Turbo Back Duals	2013-2018	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 771	5" Downpipe Back Duals	2015.5-2016	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 780	5" Downpipe Back Duals	2017+	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 801	4" Downpipe Back Single	2001-2007	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 801NM	4" Downpipe Back Single	2001-2007	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 817	4" Turbo Back Single	2003-2005	6.0L Powerstroke, Excursion	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 819	4" Turbo Back Single	2004.5-2007	5.9L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 819NM	4" Turbo Back Single	2004.5-2007	5.9L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 824	4" Turbo Back Single	2003-2007	6.0L Powerstroke, F250/F350/Harle	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 824NM	4" Turbo Back Single	2003-2007	6.0L Powerstroke, F250/F350/Harle	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 832NB	4" Downpipe Back Single	2008-2010	6.4L Powerstroke, F250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 833NB	4" Downpipe Back Single	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 834	4" Downpipe Back Single	2007.5-2010	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 834NM	4" Downpipe Back Single	2007.5-2010	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 835FNB	4" Cat & DPF Race Pipes	2007-2012	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 835NB	4" Cat & DPF Race Pipes	2007-2012	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 837NB	4" CAT & DPF Race Pipes	2007.5-2010	6.4L Powerstroke, F250/F350/F450	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 838NB	4" Turbo Back Single	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 843NB	4" Turbo Back Single	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 851	4" Cat Back Single	2007.5-2010	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 852NB	4" Downpipe Back Single	2011-2017	6.7L Powerstroke F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 853NB	4" Downpipe Back Single	2011-2017	6.7L Powerstroke F250/F350	Exhaust Aftertreatment Delete Hardware

FLO-PRO PERFORMANCE EXHAUST	FPD SS819NM	4" Turbo Back Single	2004-5-2007	5.9L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS824	4" Turbo Back Single	2003-2007	6.0L Powerstroke, F250/F350/Harley	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS824NM	4" Turbo Back Single	2003-2007	6.0L Powerstroke, F250/F350/Harley	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS832NB	4" Downpipe Back Single	2008-2010	6.4L Powerstroke, F250/350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS833NB	4" Downpipe Back Single	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS834	4" Downpipe Back Single	2007.5-2010	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS834NM	4" Downpipe Back Single	2007.5-2010	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS835FNB	4" Cat & DPF Race Pipes	2007-2012	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS835NB	4" Cat & DPF Race Pipes	2007-2012	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS837NB	4" Cat & DPF Race Pipes	2007.5-2010	6.4L Powerstroke, F250/F350/F450	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS838NB	4" Turbo Back Single	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS843NB	4" Turbo Back Single	2008-2010	6.4L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS846	Race Pipe Kits & Downpipes	2007.5-2010	6.4L Powerstroke, F250/F350/F450	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS852NB	4" Downpipe Back Single	2011-2017	6.7L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS853NB	4" Downpipe Back Single	2011-2017	6.7L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS857NB	Cat & DPF Race Pipes	2011-2017	6.7L Powerstroke, F250/F350	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS860	4" Cat Back Single	2011-2015	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS862	4" Cat & DPF Race Pipes	2011-2015	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS864	4" Downpipe Back Single	2011-2015	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS864NM	4" Downpipe Back Single	2011-2015	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS868NB	4" CAT & DPF Race Pipes Kits	2013-2018	6.7L Cummins, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS871	4" Downpipe Back Single	2015.5-2016	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS871NM	4" Downpipe Back Single	2015.5-2016	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS872	4" CAT & DPF Race Pipes	2015.5-2016	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS875	3" Turbo Back Single	2016	2.8L Chev. Colorado / GMC Canyon	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS876	Jeep Grand Cherokee	2014-2017	3.0L Ecodiesel Jeep Grand Cherokee	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS877	4" Downpipe Back Single	2011-2017	6.7L Powerstroke F350/F450/F550	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS877NM	4" Downpipe Back Single	2011-2017	6.7L Powerstroke F350/F450/F550	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS878	4" Downpipe Back Single	2016-2017	5.0L Cummins Nissan Titan XD	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS878NM	4" Downpipe Back Single	2016-2017	5.0L Cummins Nissan Titan XD	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS880	4" Downpipe Back Single	2017+	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS880NM	4" Downpipe Back Single	2017+	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS882	4" CAT & DPF Race Pipes	2017+	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS887NM	4" Downpipe Back Single	2017+	6.6L Duramax, 3500	Exhaust Aftertreatment Delete Hardware
GearBoxZ Inc.	GBZ GBZ-41	STOCK FORD 08-16 GM 08-10	2008-2010	Ford / GM	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-DD030	STOCK ELECTRONICS DODGE 07	2007-2012	Dodge	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-E41	+70 (TOW) FORD 08-16 GM 08-	2008-2010	Ford / GM	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EF1.0-	DNS MOUNT-DISCONTINUED		Discontinued M250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	STOCK TUNER FORD 08-10	2008-2010	Ford	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	DNS TUNER	2008-2010	Ford F-Series Powerstroke 6.4L	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	DNS TUNER	2011-2016	Ford F-Series Powerstroke 6.7L	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	DNS TUNER	2007.5-2010	GMC Duramax 6.6L LMM	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	DNS TUNER		Tuner T250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	DNS TUNER		Tuner T250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	DNS TUNER		Tuner T250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-5	LEVEL TUNER FORD 08-10	2008-2010	Ford 08-10 0250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-EM1.0-	DNS TUNER		Tuner T250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-FD40	STOCK ELECTRONICS FORD 08-12008-2010		Ford 08-10 0250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-FED40	+70 (TOW) ELECTRONICS FORD	2008-2010	Ford 08-10 0250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-GMD4	STOCK ELECTRONICS GM 07.5-12007-2010		Gm 07.5-10 0250/350	Tuning - Emissions Equipment-Removed Calibration
GearBoxZ Inc.	GBZ GBZ-GMED	+70 (TOW) ELECTRONICS GM 0	2007-2010	Gm 07.5-10 0250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR EZFCDR	GDP EZ LYNK TUNER	2011-2017	Tuner T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR GDP11002	DNS EZLYNK 2.0		Ezlynk 2.0 2250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR GDP-13C-U	ECM UNLOCK - TO BE DISCONT	2013-2018	Discontinued D250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR GDPFND	DNS TUNER		Tuner T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR GDPFNG	DNS TUNER		Tuner T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR R0709CGP	GORILLA AUTOCAL DODGE	20072007-2009	Dodge 2007-2009 2250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR R1012CGP	GORILLA AUTOCAL DODGE	20102010-2012	Dodge 2010-2012 2250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR R110DGP	GORILLA AUTOCAL GM	2001-20 2001-2010	Gm 2001-2010 2250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR R1116DGP	GORILLA AUTOCAL GM	2011-20 2011-2016	Gm 2011-2016 2250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR R1316CGP	GORILLA AUTOCAL DODGE	20132013-2017	Dodge 2013-2017 2250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR R-EGRD-04	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-06	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-07	EGR/COOLER DELETE DODGE 0	2007-2009	Dodge 07.5-09 0250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-07	GM EGR DELETE KIT LMM 07-1	2007-2010	Lmm 07-10 0250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-08	EGR DELETE W/ELBOW FORD 0	2008-2010	Ford 08-10 0250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-09	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-11	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-11	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-11	EGR/COOLER DELETE GM	2011- 2011-2016	Gm 2011-2016 2250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-11	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-13	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-13	EGR/COOLER DELETE DODGE 1	2013-2016	Dodge 13-16 1250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-15	EGR/COOLER DELETE FORD	201 2015-2016	Ford 2015-2016 2250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-15	DNS EGR KIT		Kit K250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR R-EGRD-17	EGR DELETE KIT FORD	2017 2017	Ford 2017 2250/350	EGR Delete Hardware
Gorilla Diesel Performance	GOR SUPPORT0	EFI LIVE DODGE 07-09 SINGLE T	2007-2009	Tune T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	EFI LIVE DODGE 10-12 CSP5 TU	2010-2012	Tunes T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	DNS CUSTOM TUNING		Tuning T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	EFI LIVE GM 01-10 DSP5 TUNES	2001-2010	Tunes T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	EFI LIVE GM 01-10 SINGLE TUN	2001-2010	Tune T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	EFI LIVE GM 11-16 DSP5 TUNES	2011-2016	Tunes T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	EFI LIVE GM 11-16 SINGLE TUN	2011-2016	Tune T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	EFI LIVE DODGE 13-17 CSP5 TU	2013-2017	Tunes T250/350	Tuning - Emissions Equipment-Removed Calibration
Gorilla Diesel Performance	GOR SUPPORT1	EFI LIVE DODGE 13-17 SINGLE T	2013-2017	Tune T250/350	Tuning - Emissions Equipment-Removed Calibration

Rudy's Diesel Performance	TDP TDPEGRD-6 WHEN DEPLETED USE TDP0067	Tdp0067 T250/350	EGR Delete Hardware
Rudy's Diesel Performance	TDP TDPEGRD-6 WHEN DEPLETED USE TDP0063	Tdp0063 T250/350	EGR Delete Hardware
Rudy's Diesel Performance	TDP TDPEGRD-6 WHEN DEPLETED USE TDP0259	Tdp0259 T250/350	EGR Delete Hardware
Rudy's Diesel Performance	TDP TDPEGRD-L WHEN DEPLETED USE TDP0018	Tdp0018 T250/350	EGR Delete Hardware
Rudy's Diesel Performance	TDP TDPEGRD-L WHEN DEPLETED USE TDP0020	Tdp0020 T250/350	EGR Delete Hardware
Rudy's Diesel Performance	TDP TDPEGRD-L WHEN DEPLETED USE TDP0019-BLACK	Black T250/350	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 501002 EGR Race Kits & Intake Parts, B 2007.5-2009	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 301008 EGR Race Kits & Intake Parts, E 2010-2012	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 501003 EGR Race Kits & Intake Parts, B 2010-2012	Dodge	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	EGR64CD EGR Race Kits & Intercooler Pip 2008-2010	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	IE300 EGR Race Kits & Intercooler Pip 2008-2010	Ford	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 30802 Driver side up-pipe. Use with ei 2007.5-2010	Ford 6.4L	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	EGR62 EGR Cooler & Valve Race Kits, C 2003-2007	6.0L Powerstroke F250/F350/F450/	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 892 4" Cat & DPF/SCR Race Pipes 2019	Dodge 6.7L, 2500/3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS892 4" Cat & DPF/SCR Race Pipes 2019	Dodge 6.7L, 2500/3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 891 4" Flex Pipe Back Single 2019	Dodge 6.7L, 2500/3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS891 4" Flex Pipe Back Single 2019	Dodge 6.7L, 2500/3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 891NM 4" Flex Pipe Back Single 2019	Dodge 6.7L, 2500/3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS891NM 4" Flex Pipe Back Single 2019	Dodge 6.7L, 2500/3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 691 5" Flex Pipe Back Single 2019	Dodge 6.7L, 3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS691 5" Flex Pipe Back Single 2019	Dodge 6.7L, 3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 691NM 5" Flex Pipe Back Single 2019	Dodge 6.7L, 3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS691NM 5" Flex Pipe Back Single 2019	Dodge 6.7L, 3500 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS863NB 3" CAT & DPF Race Kit (No Bung) 2014-2015	3.0L Dodge Ecodiesel Ram 1500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 859NB 4" Cat & DPF Race Pipes, No Bu 2019	Ford 6.7L, F250/F350/F450 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS859NB 4" Cat & DPF Race Pipes, No Bu 2019	Ford 6.7L, F250/F350/F450 Pickup	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 889 3" Downpipe - 4" Single Tailpipe 2018	Ford F-150 3.0L Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 889NM 3" Downpipe - 4" Single Tailpipe 2018	Ford F-150 3.0L Powerstroke	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	EGR30 EGR & Cooler Race Kit 2018-2019	Ford 3.0L Powerstroke	EGR Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS861 4" Cat Back Single 2011-2015	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS661 5" Cat Back Single 2011-2015	6.6L Duramax, 2500/3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD SS887 4" Downpipe Back Single 2017+	6.6L Duramax, 3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 687 5" Downpipe Back Single 2017+	6.6L Duramax, 3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	FPD 687NM 5" Downpipe Back Single 2017+	6.6L Duramax, 3500	Exhaust Aftertreatment Delete Hardware
FLO-PRO PERFORMANCE EXHAUST	SS687NM 5" Downpipe Back Single 2017+	6.6L Duramax, 3500	Exhaust Aftertreatment Delete Hardware
Derive	40428-1 Bully Dog GT Platinum Diesel	Diesel D250/350	Tuning - Emissions Equipment-Removed Calibration

APPENDIX B

**NOTICE OF CONSENT DECREE IN
UNITED STATES v. THUNDER DIESEL & PERFORMANCE CO.,
RED DEER EXHAUST, INC. (d/b/a FLO~PRO PERFORMANCE EXHAUST), and
SCHUMACHER ESTATES LTD.**

Dear Customer,

Thunder Diesel & Performance Co. (“Thunder Diesel”) and Red Deer Exhaust, Inc., (“Flo~Pro”), have entered into a civil judicial settlement with the United States regarding the manufacture and sale of certain Flo~Pro and other brand exhaust and engine software tuning products, including the products identified in the attached list and hereinafter referred to as “Subject Products.”

The United States Environmental Protection Agency (“EPA”) has alleged that the manufacture, sale, and offer for sale of these Subject Products violates the Clean Air Act’s prohibition against motor vehicle parts or components that have a principal effect of bypassing, defeating, or rendering inoperative any emissions control device or element of design installed in or on a motor vehicle. *See* 42 U.S.C. § 7522(a)(3). Emissions control devices include the diesel particulate filter, exhaust gas recirculation system, catalysts, and onboard diagnostic system. Motor vehicle emissions controls are important for protection of public health and the environment.

As part of its settlement with the United States EPA, Thunder Diesel and Flo~Pro have agreed, among other things, that:

1. Thunder Diesel and Flo~Pro will no longer manufacture, sell, offer for sale, or install these Subject Products or others that have a principal effect of bypassing, defeating, or rendering inoperative any emissions control device or element of design installed in or on a motor vehicle in the United States;
2. Thunder Diesel and Flo~Pro will no longer provide technical support (including user manuals, telephone support, online/chat support, YouTube videos, and warranty support) for these Subject Products; and
3. Thunder Diesel and Flo~Pro will no longer support warranty claims pertaining to any of these Subject Products.

As part of the resolution of this litigation, Thunder Diesel and Flo~Pro have agreed to send this notice to each customer in the United States that purchased these Subject Products from Thunder Diesel or Flo~Pro on or after January 1, 2016.

APPENDIX C

**NOTICE OF CONSENT DECREE IN
UNITED STATES v. THUNDER DIESEL & PERFORMANCE CO.,
RED DEER EXHAUST, INC. (d/b/a FLO~PRO PERFORMANCE EXHAUST), and
SCHUMACHER ESTATES LTD.**

TO: ALL OFFICERS, DIRECTORS, AND EMPLOYEES OF THUNDER DIESEL & PERFORMANCE CO. and RED DEER EXHAUST, INC. (d/b/a FLO~PRO PERFORMANCE EXHAUST)

Thunder Diesel & Performance Co. (“Thunder Diesel”) and Red Deer Exhaust, Inc., (Flo~Pro), have entered into a civil judicial settlement with the United States regarding the manufacture and sale of certain Flo~Pro and other brand exhaust hardware and engine software tuning products, including the products identified in the attached list and herein after referred to as “Subject Products.”

The Clean Air Act strictly prohibits the manufacture, sale, offer for sale, and installation of any part or component intended for use with a motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative emission control devices or elements of design, such as diesel particulate filters, exhaust gas recirculation systems, catalysts, and onboard diagnostic systems.

As part of its settlement with the United States EPA, Thunder Diesel and Flo~Pro have agreed, among other things, that:

1. Thunder Diesel and Flo~Pro will no longer manufacture, sell, offer for sale, or install these Subject Products or others that have a principal effect of bypassing, defeating, or rendering inoperative any emissions control device or element of design installed in or on a motor vehicle in the United States;
2. Thunder Diesel and Flo~Pro will no longer provide technical support (including user manuals, telephone support, online/chat support, YouTube videos, and warranty support) for these Subject Products; and
3. Thunder Diesel and Flo~Pro will no longer support warranty claims pertaining to any of these Subject Products.

Anyone who undertakes any of the actions prohibited by Section 7522(a)(3)(A) or (B) of the Clean Air Act, or who offers for sale, sells, conveys, or otherwise transfers in any way the design, technology, or manufacturing processes or techniques used to manufacture the Subject Products identified above may be subject to a civil action under the Clean Air Act.

(a) Enumerated prohibitions

The following acts and the causing thereof are prohibited—

(3)(A) for 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 this subchapter prior to its sale and delivery to the ultimate purchaser, 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

(3)(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 or motor vehicle engine in compliance with regulations under this subchapter, 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.

APPENDIX D

Financial Information Submitted by Thunder Diesel & Performance Co., Red Deer Exhaust, Inc. (d/b/a Flo~Pro Performance Exhaust), and Schumacher Estates Ltd.

1. Tax returns.

- a. Thunder Diesel: United States federal income tax returns for 2016-2020.
- b. Red Deer Exhaust and Schumacher Estates Ltd: Canadian tax returns and Alberta corporate income tax returns for 2016-2020.

2. Financial statements.

- a. Thunder Diesel: Unaudited balance sheets and monthly income statements for April 2021 and June 2021.
- b. Red Deer Exhaust: Balance sheets, income statements, statements of cash flows, and accompanying notes for 2016-2020 (2016-2019: unaudited; 2020: audited). In addition, unaudited balance sheets and monthly income statements for December 2020, January, 2021, February 2021, March 2021, and unaudited year-end balance sheet and income statement for 2021.

3. Real estate. 2020 Combined land assessment and tax notice issued by the town of Blackfalds to Schumacher Estates Ltd. for 27209 Township Road 400.

4. Organization Chart. Organization chart for Schumacher Estates Ltd., its subsidiaries, and its owners.

5. Loan Agreements.

- a. Promissory Note dated January 1, 2020, between Thunder Diesel and Schumacher Estates, Ltd.
- b. Term Loan Agreement dated November 19, 2020, between Red Deer Exhaust and Schumacher Estates Ltd

6. Statement of Renumeration. Statement of remuneration for Donald Schumacher and Kim J. Schumacher issued from Red Deer Exhaust Inc. for 2018-2020.

7. Shareholder Meeting Minutes. Thunder Diesel shareholder meeting minutes, 2016-2021.

8. Federal Asset Report. Thunder Diesel Federal Asset Report, for year-end December 31, 2020.

9. Property, Plant & Equipment Summary. Red Deer Exhaust Inc. Property, Plant & Equipment summary, for year-end November 30, 2020.

10. Articles of Incorporation and Bylaws. Articles of Incorporation and Bylaws for Thunder Diesel and Red Deer Exhaust.

11. Correspondence with EPA and DOJ. Thunder Diesel and Red Deer Exhaust Inc. responses to requests for financial information.