

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)	Docket No. CAA-05-2022-0028
)	
Reliable Road Service, Inc.)	Proceeding to Assess a Civil Penalty
Holland, Michigan)	Under Section 205(c)(1) of the Clean Air
)	Act, 42 U.S.C. § 7424(c)(1)
Respondent.)	
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Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 205(c)(1) of the Clean Air Act (the CAA), 42 U.S.C. § 7524(c)(1), and Sections 22.1(a)(2), 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.

2. Complainant is the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (EPA), Region 5.

3. Respondent is Reliable Road Service, Inc. (Respondent or Reliable), a domestic corporation doing business in Holland, Michigan.

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

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

6. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO and its right to appeal this CAFO.

Statutory and Regulatory Background

9. Section 203(a)(1) of the CAA prohibits a vehicle manufacturer from selling a new motor vehicle in the United States unless the vehicle is covered by a certificate of conformity (COC). *See* 42 U.S.C. § 7522(a)(1).

10. “Motor vehicle” means any self-propelled vehicle designed for transporting persons or property on a street or highway. *See* Section 216(2) of the CAA, 42 U.S.C. § 7550(2); *See also* 40 C.F.R. § 85.1703.

11. “Motor vehicle engine” means an engine that is designed to power a motor vehicle. *See* Section 216(3) of the CAA, 42 U.S.C. § 7550(3).

12. EPA issues Certificates of Conformity (COCs) to motor vehicle and motor vehicle engine manufacturers to certify that a particular group of motor vehicles or motor vehicle engines conforms to applicable EPA requirements governing motor vehicle emissions. *See* Section 206(a) of the CAA, 42 U.S.C. § 7525(a).

13. EPA promulgated emissions standards for particulate matter, nitrogen oxides, hydrocarbons, and other pollutants applicable to motor vehicles and motor vehicle engines, including standards for heavy-duty diesel engines (HDDE). *See* Section 202 of the CAA, 42 U.S.C. § 7521; 40 C.F.R. Part 86.

14. To meet the emission standards in 40 C.F.R. Part 86 and qualify for a COC, HDDE motor vehicle and engine manufacturers may utilize devices and elements of design such as exhaust gas recirculation or clean gas induction systems (EGRs/CGIs), diesel oxidation catalysts (DOCs), diesel particulate filters (DPFs), and/or selective catalytic reduction systems (SCRs).

15. Modern HDDE motor vehicles and engines are equipped with electronic control modules (ECMs). ECMs continuously monitor engine and other operating parameters and control the emission control devices and elements of design, such as the engine fueling strategy, EGR/CGIs, DOCs, DPFs, and SCRs.

16. Under Section 202(m) of the CAA, 42 U.S.C. § 7521(m), EPA promulgated regulations for motor vehicles manufactured after 2007 that require HDDE motor vehicles and engines to have numerous devices or elements of design that, working together, can detect problems with the vehicle's emission-related systems, alert drivers to these problems, and store electronically-generated malfunction information. *See* 40 C.F.R. §§ 86.005-17, 86.007-17, 86.1806-05. These devices or elements of design are referred to as "onboard diagnostic systems" or OBDs.

17. It is unlawful 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 [Title II of the CAA] 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." *See* Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A), 40 C.F.R. § 1068.101(b)(1). This is also referred to as "tampering."

18. It is unlawful “for any person to manufacture or sell, or offer to sell, or install, any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under [Title II of the CAA], and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.” *See* Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), 40 C.F.R. § 1068.101(b)(2). These parts or components are also referred to as “defeat devices.”

19. The Administrator of EPA may assess a civil penalty of up to \$5,179 per motor vehicle, motor vehicle engine, or part or component for violations of Section 203(a) of the CAA, 42 U.S.C. § 7522(a). that occurred after November 2, 2015, where penalties are assessed on or after January 12, 2022, under Section 205(a) of the CAA, 42 U.S.C. § 7524(a) and 40 C.F.R. Part 19.

Factual Allegations and Alleged Violations

20. Respondent is a domestic corporation organized under the laws of the State of Michigan with its primary place of business located at 1923 M40, Holland, Michigan, 49423 (the Facility).

21. Respondent is a person, as that term is defined in Section 302(e) of the CAA. 42 U.S.C. § 7602(e).

22. On April 9, 2018, EPA representatives conducted a CAA inspection of Respondent's Facility.

23. On June 25, 2018, EPA issued a request for information (RFI) to Respondent pursuant to Section 208 of the CAA requesting documents related to services and/or parts or

components manufactured, sold, or installed by Respondent on HDDE motor vehicles and engines.

24. On July 30, 2018 and September 13, 2018, Respondent provided EPA with documents in response to the RFI. Respondent provided invoices and documents related to purchases, sales, and work that impacted emission control devices and elements of design on HDDE motor vehicles and engines certified to meet applicable motor vehicle and motor vehicle engine emission standards under Title II of the CAA.

25. Respondent provided work records dated between January 19, 2016 and June 18, 2018 showing that Respondent removed and/or rendered inoperative the EGR/CGI, DOC, DPF, and/or SCR systems from at least 242 HDDE motor vehicles or engines that were in compliance with the CAA.

26. The work records described in paragraph 25 also showed that Respondent sold at least 57 parts or components that allow for the removal of or bypass the EGR/CGI system (EGR/CGI Delete Hardware), allow for the removal of or bypass the exhaust aftertreatment system (Aftertreatment Delete Hardware), and/or were tuners or tunes consisting of software and/or devices that bypass, defeat, render inoperative, or allow for the removal of EGR/CGI, DOC, DPF, and/or SCR systems, and/or OBD codes, sensors, signals, or records related to these systems without illuminating a malfunction indicator lamp in the vehicle's OBD system, prompting any diagnostic trouble code in the OBD system, or causing any engine derating and/or alter ECM fuel or ignition timing maps on HDDE motor vehicles and engines (ECM Tuning Products).

27. The parts or components, including EGR/CGI Delete Hardware, Aftertreatment Delete Hardware, and ECM Tuning Products, sold, offered for sale, and/or installed by

Respondent were intended for “motor vehicles” and were designed for use with motor vehicle HDDEs such as those manufactured by Cummins, Detroit, Paccar, Maxxforce, Caterpillar, and other HDDEs, for which each manufacturer obtained COCs establishing compliance with CAA emissions standards.

28. Respondent’s removal and/or rendering inoperative the EGR/CGI, DOC, DPF, and/or SCR systems (tampering) as described in paragraphs 25 and 27 violated Section 203(a)(3)(A) of the CAA.

29. Respondent’s sale of defeat devices as described in paragraphs 26 and 27 violated Section 203(a)(3) (B) of the CAA. See 42 U.S.C. § 7522(a)(3)(A) and (B).

30. On December 19, 2018, EPA issued a Finding of Violation (FOV) to Respondent for violating Section 203(a)(3)(A) and (B) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and (B) for the Respondent’s tampering of motor vehicles or motor vehicle engines and sale of defeat devices.

31. On February 11, 2019, representatives from EPA and Respondent held a teleconference to discuss the FOV.

Civil Penalty

32. Based on analysis of the factors specified in Section 205(c) of the CAA, 42 U.S.C. § 7524(c), the facts of this case, information that Respondent provided to EPA, and Respondent’s cooperation and prompt return to compliance, and Respondent’s ability to pay, Complainant has determined that an appropriate civil penalty to settle this action is \$175,000.

33. Within 30 days after the effective date of this CAFO, Respondent must pay the above civil penalty above by sending a cashier’s or certified check, payable to “Treasurer, United States of America,” to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

34. Respondent must send an electronic notice of payment that states Respondent's name and the docket number of this CAFO to EPA at the following addresses when it pays the penalty:

Air Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency, Region 5
r5airenforcement@epa.gov

Andre Daugavietis (C-14J)
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
daugavietis.andre@epa.gov

Regional Hearing Clerk (E-19J)
U.S. Environmental Protection Agency, Region 5
R5hearingclerk@epa.gov

35. This civil penalty is not deductible for federal tax purposes.

36. If Respondent does not timely pay the civil penalty, EPA may request the Attorney General of the United States to bring an action to collect any unpaid portion of the penalty with interest, nonpayment penalties and the United States enforcement expenses for the collection action under Section 205(c)(6) of the CAA, 42 U.S.C. § 7524(c)(6). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

37. Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any overdue amount from the date payment was due at a rate established by the Secretary of the Treasury pursuant to 26 U.S.C. § 6621(a)(2). Respondent must pay the

United States enforcement expenses, including but not limited to attorney fees and costs incurred by the United States for collection proceedings. In addition, Respondent must pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue. This nonpayment penalty will be 10 percent of the aggregate amount of the outstanding penalties and nonpayment penalties accrued from the beginning of the quarter. 42 U.S.C. § 7524(c)(6)(B).

Other Conditions

38. By signing this Consent Agreement, Respondent agrees to the following: (i) Respondent will not remove or render inoperative any emissions-related device or element of design installed on or in a motor vehicle or motor vehicle engine in violation of Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A); (ii) Respondent will not manufacture, sell, offer to sell or install any defeat device, including ECM Tuning Products, in violation of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B); and (iii) Respondent certifies that it has reviewed EPA's November 23, 2020 "Tampering Policy: The EPA Enforcement Policy on Vehicles and Engine Tampering and Aftermarket Defeat Devices under the Clean Air Act."

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

40. By the Effective Date of this CAFO, Respondent shall no longer provide any technical support, maintenance, repair, or information pertaining to defeat devices, including ECM Tuning Products, for use with motor vehicles or motor vehicle engines.

41. Respondent certifies that, by the Effective Date of this CAFO, it has removed all defeat devices from, reinstalled all emission control devices on, returned to the original equipment manufacturer settings the ECM equipped by, and returned to its certified configuration each motor vehicle and motor vehicle engine owned or operated by Respondent. Respondent shall provide EPA with a list of all motor vehicles and motor vehicle engines owned or operated by Respondent with proof (e.g., invoices, receipts, photographs) that all vehicles and engines have been returned to and are operating in their certified configurations.

42. Respondent certifies that, by the Effective Date of this CAFO, it has permanently destroyed all defeat devices (including, but not limited to, EGR/CGI Delete Hardware, Aftertreatment Delete Hardware, and ECM Tuning Products manufactured by Performance Diesel, Inc.), remaining in Respondent's inventory and/or possession, by compacting or crushing the defeat devices and all of the associated parts and components to render them useless.

43. Respondent certifies that it has removed from its webpages and any social media platform(s) all advertisements, photos, videos, and information that relate to performing tampering and/or selling, offering to sell, and/or installing defeat devices (Tampering and/or Defeat Device Content), except advertisements, photos, videos, or information relating to how to comply with the CAA. Respondent shall provide EPA, in accordance with Paragraph 46, the web address of each of its webpages and social media platforms and Respondent's certification that it has removed from its webpages and social media platforms all Tampering and Defeat Device Content and that its webpages and social media platforms do not and will not contain any Tampering and/or Defeat Device Content.

44. Within 14 calendar days of the Effective Date of this CAFO, Respondent shall post a publicly-accessible announcement about Respondent's settlement with EPA prominently on Respondent's current website homepage(s), Respondent's social media homepage(s), including, but not limited to, all Facebook, Twitter, Pinterest, and Instagram accounts associated with Respondent. The announcement shall remain posted for at least 60 calendar days from the date the announcement is posted. Respondent shall use the text contained in Appendix A (Announcement) in 12-point font, or another notice reviewed and approved by EPA, to provide such announcement.

45. Within 30 calendar days of the Effective Date of this CAFO, Respondent shall provide EPA with its certification and proof that Respondent has completed the actions required by Paragraph 42, 43 and 44, above.

46. Respondent must submit the information required by Paragraphs 42, 43, 44, and 45 of this CAFO via electronic mail to fenzl.brianna@epa.gov, and r5airenforcement@epa.gov accompanied by the following statement signed by one of its officers:

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

47. Failure to comply with Paragraph 8 of this CAFO may constitute a violation or violations of Sections 203(a)(3)(A) and/or (B) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and/or (B), and Respondent could be subject to penalties up to the statutory civil penalties in 40 C.F.R. § 19.4.

48. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete

and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. In entering into this agreement, EPA relied on such information and representations. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to EPA regarding matters relevant to this CAFO, including information about Respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

General Provisions

49. The parties consent to service of this CAFO by e-mail at the following e-mail addresses: daugavietis.andre@epa.gov (for Complainant), and tim@hvplaw.com (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.

50. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in this CAFO.

51. The effect of the settlement described in this CAFO, is conditioned upon the accuracy of Respondent's representations to EPA, as memorialized in Paragraphs 24 and 25 of this CAFO and Respondent's letters submitted to EPA after EPA's June 25, 2018 RFI to Respondent.

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

53. This CAFO does not affect Respondent's responsibility to comply with the CAA and other applicable federal, state and local laws. Except as provided in Paragraph 47update,

above, compliance with this CAFO will not be a defense to any actions subsequently commenced pursuant to federal laws administered by EPA.

54. Respondent certifies that it is fully complying with Section 203(a)(3)(A) and (B) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and (B).

55. This CAFO constitutes an “enforcement response” as that term is used in EPA’s January 18, 2021, Clean Air Act Title II Vehicle & Engine Civil Penalty Policy to determine Respondent’s “full compliance history” under Section 205(b) of the CAA, 42 U.S.C. § 7524(b).

56. The terms of this CAFO bind Respondent, its successors and assigns.

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

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

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

Consent Agreement and Final Order
In the Matter of: **Reliable Road Service, Inc.**
Docket No. **CAA-05-2022-0028**

Reliable Road Service, Inc., Respondent

9-26-22
Date

~~Jeremy Hassevoort~~
~~Reliable Road Service, Inc.~~

Consent Agreement and Final Order
In the Matter of: **Reliable Road Service, Inc.**
Docket No. **CAA-05-2022-0028**

United States Environmental Protection Agency, Complainant

**MICHAEL
HARRIS**

Digitally signed by
MICHAEL HARRIS
Date: 2022.09.27
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Date

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

Consent Agreement and Final Order
In the Matter of: **Reliable Road Service, Inc.**
Docket No. **CAA-05-2022-0028**

Final Order

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

ANN COYLE Digitally signed by ANN
COYLE
Date: 2022.09.27
14:46 56 -05'00'

Date

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

Appendix A:
Announcement

On **X** Date, Reliable Road Service (Reliable) entered into a settlement with the United States Environmental Protection Agency (EPA) to resolve alleged violations of Section 203(a)(3)(A) and 203(a)(3)(B) of the Clean Air Act, related to the removal and/or rendering inoperative of emission control devices and elements of design and the manufacturing selling, offering to sell, and/or installing defeat devices for use on heavy-duty diesel engines.

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

Reliable will pay a penalty of \$175,000 and comply with the consent agreement to ensure ongoing compliance with the Clean Air Act.

If you have any questions regarding this announcement, please ask for Jeremy Hassevoort.

Thank you,
Jeremy Hassevoort

Consent Agreement and Final Order
In the matter of: Reliable Road Service, Inc.
Docket Number: **CAA-05-2022-0028**

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the foregoing **Consent Agreement and Final Order**, docket number CAA-05-2022-0028, which was filed on September 28, 2022, in the following manner to the following addressees:

Copy by E-mail to
Attorney for Complainant: **Andre Daugavietis**
daugavietis.andre@epa.gov

Copy by E-mail to
Attorney for Respondent: **Tim Hoesch**
tim@hvplaw.com

Copy by E-mail to
Regional Judicial Officer: **Ann Coyle**
coyle.am@epa.gov

**JULIANE
GRANGE**

Digitally signed by
JULIANE GRANGE
Date: 2022.09.28
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Juliane Grange
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 5