

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

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UNITED STATES OF AMERICA,)	
)	
	Plaintiff,)	
)	Civil Action No. 1:22-cv-1289
	v.)	
)	
RIVER CITY DIESEL, LLC, RCD)	
PERFORMANCE, LLC, MIDWEST TRUCK)	
AND 4WD CENTER, LLC, and JOSHUA)	
L. DAVIS,)	
)	
	Defendants.)	
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CONSENT DECREE

WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), filed a Complaint in this action on August 30, 2022, alleging that River City Diesel, LLC, RCD Performance, LLC, Midwest Truck and 4WD Center, LLC, and Joshua L. Davis (“Defendants”) violated Section 203 of the Clean Air Act (“Act”), 42 U.S.C. § 7522.

WHEREAS, the Complaint alleges that Defendants manufactured, sold, offered for sale, and/or installed certain motor vehicle parts or components, the principal effect of which is to bypass, defeat, or render inoperative a motor vehicle emission-control device or element of design (“defeat devices”). The Complaint also alleges that Midwest Truck and 4WD Center, LLC and Joshua L. Davis tampered with motor vehicles by removing or rendering inoperative devices or elements of design installed on a motor vehicle or motor vehicle engine in compliance with regulations under Title II of the Act after sale and delivery to the ultimate purchaser.

WHEREAS, on September 3, 2020, Defendants provided a written, signed Commitment to the United States (“Commitment”) that they would stop the manufacture, sale, offering for sale, installation, and/or distribution of certain categories of products the United States alleges are illegal defeat devices, as set forth in the Commitment attached as Appendix D to this Consent Decree. Defendants have provided quarterly certifications beginning on September 18, 2020, of their compliance with this Commitment.

WHEREAS the United States has reviewed Financial Information regarding Defendants’ financial ability to pay a civil penalty in this action and to finance the requirements of this Consent Decree. The United States has determined that Defendants have limited financial ability to pay a civil penalty in this action. Appendix E to this Consent Decree includes a list of the

financial information reviewed in establishing Defendant's financial ability to pay a civil penalty.

WHEREAS, Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

WHEREAS, the United States and Defendants (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. This Court has jurisdiction over the subject matter of this action and the Parties, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Sections 204 and 205 of the Act, 42 U.S.C. §§ 7523 and 7524. Venue lies in this District 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), because the violations alleged in the Complaint are alleged to have occurred in, and Defendants conduct business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to the Court's jurisdiction over this Decree and any such action and over Defendants, and consent to venue in this judicial district.

2. For purposes of this Consent Decree, Defendants 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 apply to and are binding upon the United States, and upon Defendants and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of any of Defendants or Defendants' businesses, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendants of their obligation to ensure that the terms of the Decree are implemented unless: (a) the transferee agrees to undertake the obligations required by this Decree and to be substituted for one or more of the Defendants as a Party under the Decree and thus be bound by the terms thereof; (b) the United States consents to relieve Defendants of its/their obligations, and; (c) the Court approves the substitution. The United States may refuse to approve the substitution of the transferee for one or more Defendants if it determines that the proposed transferee does not have the financial or technical ability to comply with the requirements of the Decree. At least 30 Days prior to any transfer of ownership or operation of any Defendant businesses alleged in the Complaint to have been or to be engaged in manufacturing, selling, offering to sell, distributing or installing any Subject Product, as defined below, 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 transfer agreement, to EPA and to the United States in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of any of Defendants' businesses that allegedly were or 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, 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 its 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 pursuant to the Act 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 apply:

“Act” means the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*;

“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;

“Commitment” shall mean the Stop Sale Commitment signed by Defendants on September 3, 2020, and submitted to the United States that is attached as Appendix D;

“Complaint” means the Complaint filed by the United States in this action;

“Configuration” means any unique combination of Motor Vehicle, Motor Vehicle engine, vehicle or engine systems, vehicle or engine parameters, and Products;

“Consent Decree” or “Decree” means this Decree and all appendices attached hereto and identified in Section XXIV;

“Date of Lodging” means the date this Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Central District of Illinois;

“Day” means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day;

“Defendants” mean the persons or entities named in the Complaint;

“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 (“AECs”), and calibrations that collectively constitute the system for implementing this strategy;

“Diesel Particulate Filter System” or “DPF” means all hardware, components, parts, sensors, subassemblies, software, firmware, AECs, 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;

“DOJ” means the United States Department of Justice and any of its successor departments or agencies;

“Effective Date” means the definition provided in Section XV;

“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:

- a. OBDs;
- b. Diagnostic Trouble Codes;
- c. Oxygen sensors;
- d. Oxides of nitrogen (“NO_x”) sensors;
- e. Ammonia sensors;
- f. Particulate matter (“PM”) sensors;
- g. Urea quality sensors;
- h. Exhaust gas temperature sensors;
- i. DPF differential pressure sensors;
- j. EGRs;
- k. DOCs;
- l. SCRs;
- m. DPFs;
- n. NACs;
- o. 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
- p. All other parts, devices or elements of design installed in compliance with Title II of the Act and its regulations.

“EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies;

“Exempt Product” means any Product for which Defendants have satisfied all of the requirements set forth in Section VI;

“Exhaust Gas Recirculation” or “EGR” or “EGR System” means all hardware, components, parts, sensors, subassemblies, software, AECs, calibrations and other Emissions-Related Elements of Design that collectively constitute the system for controlling NO_x emissions by recirculating a portion of engine exhaust gas into the cylinders of an engine. EGR includes the EGR cooler, throttle valve, crossover pipe into the intake manifold, the EGR ports in the exhaust manifold, and the temperature and/or pressure sensors used to detect the amount of exhaust gas being recirculated back into the engine;

“Facility” means any facility owned and/or operated by the Defendants where the facility’s activities include servicing Motor Vehicles and/or manufacturing, selling, offering to sell, installing, or storing any Products, including, but not limited to, the facility located at 1360 Spring Bay Road, East Peoria, IL 61611, including all warehouses, service centers, machine shops, stores, and offices, and any location where Products or records are kept;

“Identified Subject Products” means the Products identified in Appendix A;

“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, online videos (e.g., YouTube), social media webpages (e.g., Facebook, Instagram) and user manuals or guides;

“Motor Vehicle” has the meaning provided in 42 U.S.C. § 7550(2) and 40 C.F.R. § 85.1703;

“NO_x Adsorber Catalyst System” or “NAC” means the strategy for controlling NO_x emissions from engines by adsorbing NO_x emissions onto a catalyst substrate, together with all hardware, components, parts, sensors, subassemblies, software, firmware, AECs, and calibrations that collectively constitute the system for implementing this control strategy;

“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, AECs, and calibrations that collectively constitute the system for implementing this strategy;

“Original Equipment Manufacturer” or “OEM” means the manufacturer responsible for the design and production of a Motor Vehicle or Motor Vehicle engine;

“Other Subject Products” means any Product a principal effect of which is to bypass, defeat, or render inoperative a Motor Vehicle emission control device or Emissions-Related Element of Design;

“Paragraph” means a portion of this Decree identified by an Arabic numeral;

“Parties” means the United States and Defendants;

“Permanently Delete and/or Destroy” means: (a) in the case of hardware, to render the device and all of its parts or components permanently useless; and (b) in the case of software,

firmware, tunes, calibrations or other programming, to completely and permanently erase all programming and information;

“Product” means any Motor Vehicle or Motor Vehicle engine part or component including, but not limited to, hardware, 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;

“Section” means a portion of this Decree identified by a Roman numeral;

“Selective Catalytic Reduction System” or “SCR” means all hardware, components, parts, sensors, sub-assemblies, software, firmware, AECDs, calibrations, and other elements of design that collectively constitute the system for controlling NO_x emissions through catalytic reduction using diesel exhaust fluid (“DEF”) as the reducing agent, including without limitation all hardware, components, parts, sensors, subassemblies, software, firmware, AECDs, calibrations, and other Emissions-Related Elements of Design relating to (1) the DEF storage tank; (2) the DEF injectors, (3) the dosing control unit, and (4) the SCR catalysts assembly;

“Subject Product(s)” means, collectively, all “Identified Subject Product(s)” and all “Other Subject Product(s).” Exempt Products are not Subject Products;

“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, on-line, or in person;

“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 Defendants’ Products; and

“United States” means the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

8. Defendants provided Financial Information, detailed in Appendix E, that demonstrates that Defendant has a limited ability to pay civil penalties at this time. Defendants certify that the Financial Information submitted to the United States and generally described in Appendix E is true, accurate, and complete. Defendants shall pay the sum of \$600,000 as a civil penalty, together with interest accruing from the Date of Lodging, at the rate specified in 28 U.S.C. § 1961 as of the Effective Date. Defendants are jointly and severally liable for the civil penalty due. This civil penalty shall be paid in two equal payments, the first within 30 days of the Effective Date and the second no later than one year from the Effective Date. Interest shall accrue on the unpaid balance until the civil penalty is paid in full.

9. Defendants shall pay the civil penalty due by FedWire Electronic Funds Transfer (“EFT”) to the DOJ account, in accordance with instructions provided to Defendants by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Central District of Illinois. 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:

Joshua L. Davis
17208 Barcrest LN
Punta Gorda, FL 33955
josh@rcdperformance.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 DOJ 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 DOJ 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 penalty owed pursuant to the Consent Decree in *United States v. River City Diesel, LLC, RCD Performance, LLC, Midwest Truck and 4WD Center, LLC, and Joshua L. Davis*, and shall reference the civil action number, CDCS Number and DOJ case number 90-5-2-1-12233.

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

V. COMPLIANCE REQUIREMENTS

12. Prohibitions Pertaining to Subject Products. After the Date of Lodging, Defendants shall not manufacture, sell, offer to sell, or install any Subject Product or sell or offer to sell a Motor Vehicle with installed Subject Product(s) either directly or through any other business currently or in the future owned by, operated by, or affiliated, in whole or in part, with River City Diesel, LLC, RCD Performance, LLC, Midwest Truck and 4WD Center, LLC, and/or Joshua L. Davis. Any Product for which Defendants have satisfied the requirements set forth in Section VI to be an Exempt Product is not a Subject Product.

13. Prohibition on Tampering. After the Date of Lodging, Defendants shall not remove or render inoperative any Emissions-Related Element of Design previously installed on

or in a Motor Vehicle or Motor Vehicle engine.

14. Notwithstanding the prohibitions set forth in the foregoing Paragraphs 12 and 13, if, following the Effective Date, an amendment to the CAA or other legislation is enacted into law, or EPA promulgates rules that expressly pertain to modifications to Motor Vehicles or Motor Vehicle Engines and/or the sale of parts or components for use with, or as part of, any Motor Vehicle or Motor Vehicle Engine, this Consent Decree does not prohibit Defendants from manufacturing, selling, offering to sell, and/or installing Subject Products consistent with such new statute or rule, and Paragraphs 15, 16, 17, 19, 22, 23, 24, and 25 shall no longer apply with respect to those Subject Products to the extent that the new rule(s) render those Paragraphs inapplicable.

15. Destruction of All Subject Products. No later than 30 Days after the date of Lodging, Defendants shall Permanently Delete and/or Destroy all Subject Products in the possession or control of River City Diesel, LLC, RCD Performance, LLC, and/or Midwest Truck and 4WD Center, LLC, if any, including those Subject Products available through any proprietary or cloud system. Defendants shall provide to EPA information about all Subject Products deleted or destroyed pursuant to this Paragraph consistent with the requirements in Section VII. This information shall include: (1) name of Subject Product, (2) number of Subject Products, and (3) which entity possessed or controlled the Subject Product prior to deletion or destruction.

16. Prohibition on Technical Support for All Subject Products. After the Effective Date, Defendants shall not offer or make available 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.

17. Instructions to Third Party Resellers. No later than 30 Days after the Effective Date, Defendants shall: (a) notify all Third Party Resellers that Defendants will no longer honor warranty claims, if any, pertaining to any Subject Product and that Defendants are no longer supplying Technical Support 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 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.

18. Notwithstanding the requirements of Paragraphs 16 and 17, Defendants and any Third Party Resellers 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 Resellers may provide Technical Support to customers that does not involve the installation, manufacture, sale, use or repair of Subject Products.

19. Prohibition on Transfer of Intellectual Property. After the Date of Lodging, 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.

20. Signed Affirmation Not to Convey. In accordance with the above Paragraph, within 30 Days of the Date of Lodging, Joshua L. Davis shall provide a signed affirmation that he, and each of the business entities with respect to which he is an owner, managing partner, or otherwise exercises control, will not convey or otherwise transfer the design, technology, or

manufacturing processes used to manufacture Defendants' Subject Products.

21. Signed Affirmation Not to Resume Activities. Within 30 Days of the Date of Lodging, Joshua L. Davis shall provide a signed affirmation that he, and each of the business entities with respect to which he is an owner, managing partner, or otherwise exercises control, will not resume any of the activities prohibited by Paragraphs 12 or 13 under a different business name including, but not limited to, MWT4WD, LLC, River City Machine, LLC, RCD Auto Parts, LLC, JL Davis Enterprises, LLC, and RC Distribution, LLC.

22. Revision of Marketing Materials. No later than 30 Days after the Date of Lodging, Defendants shall revise all Marketing Materials, except Marketing Materials for Exempt Products, 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.

23. Notice to Third Party Resellers and Subject Product/Tampered Vehicle Customers. No later than 30 Days after the Effective Date, Defendants shall transmit a notice of this Consent Decree that includes the language specified in Appendix B to: (a) each Third Party Reseller; (b) each end-use customer to whom a Subject Product was sold on or after June 1, 2015, and for whom Defendants have an electronic or other mailing address; and (c) each customer whose Motor Vehicle Defendants tampered with on or after June 1, 2015, and for whom Defendants have an electronic or other mailing address. Defendants shall also include this notice on the homepages of their websites and social media webpages.

24. 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 where Defendants' officers and employees will regularly encounter it. These postings must include both hardcopy postings in a physical location and via email to officers and employees.

25. Subject Products Controlled by Defendants' Officer(s). 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 possession of each officer and employee of the Defendants and all Subject Products installed on any motor vehicle owned or operated by such officers and employees, or under his or her control. Defendants shall request that all such Subject Products are timely surrendered to an individual designated by Defendants and identified to EPA for such purpose. Defendants shall Permanently Delete and/or Destroy all Subject Products surrendered by officers of Defendants pursuant to this Paragraph. Defendants shall identify to EPA an officer responsible for collecting and destroying all such Subject Products.

26. Training of Employees. No later than 30 Days after the Effective Date, 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:
 - (1) The Compliance Requirements set forth in Section V of this Consent Decree;
 - (2) 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);
 - (3) The categories of potentially liable persons under the Act,

including individuals;

(4) 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

(5) 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 if public health restrictions do not permit, via videoconference;

c. Provide the trainees with a written summary of all training content, including the information required in Subparagraph 26(a); and

d. Require all trainees to acknowledge, in writing or electronic signature, that they participated in the training session and received a written summary of all content as required by this Paragraph.

27. Certification of Compliance with Commitment. By signing this Decree, Defendants certify under penalty of law that they have not manufactured, sold, offered for sale, installed, or distributed any products included in the categories listed in Paragraph 1 of the Commitment, attached to this Decree as Appendix D, since the date of the last certification submitted pursuant to that Commitment.

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

VI. EXEMPT PRODUCTS

29. For purposes of this Consent Decree only, and subject to Paragraphs 30 and 31, a Product is an Exempt Product if a CARB EO has been issued for the Product.

30. Notwithstanding any other provision of this Consent Decree, a Product for which a CARB EO has been issued 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 CARB EO; or
- c. The Product is marketed for a configuration other than that listed in the CARB EO.

31. If a Product ceases to be Exempt for any reason, Defendants shall: (i) immediately cease manufacturing, selling, offering to sell, and installing that Product; (ii) remove that Product from Defendants' website(s); (iii) notify all Third Party Resellers, in writing, that continued sale of that Product violates the Act; and (iv) take other reasonable efforts to remove that Product from commerce.

VII. REPORTING REQUIREMENTS

32. By July 31st and January 31st of each year after the Effective Date of this Consent Decree, until termination of this Decree pursuant to Section XVIII (Termination), Defendants shall submit a semi-annual 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 penalty and associated Interest pursuant to Paragraph 8 and (ii) any stipulated penalties owing pursuant to Section VIII (Stipulated Penalties);

- 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. As to Subject Products that were deleted or destroyed pursuant to Paragraph 15 during the reporting period, 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;
- e. A list of all new LLCs or other business entities formed by or on behalf of any Defendant or in which any Defendant has any financial or commercial interest and not included in any earlier semi-annual progress report, if such business may at any time after formation engage in the manufacture, sale, and/or installation of Motor Vehicle or engine or off-road vehicle or engine parts, components or software, including a description of the new entity's purpose, activities, and its relation to the named Defendants;
- f. A list of all Facilities owned/operated by any of the Defendants and not previously identified in a semi-annual progress report, including the address, a description of the activities performed at the Facility, and where activities at the Facility include servicing Motor Vehicles, engines, or off-road vehicles, and/or manufacturing, selling, offering to sell, or installing any Products;
- g. A list of all Third Party Resellers to whom any of the Defendants provided instructions pursuant to Paragraph 17 and a copy of any such instructions provided during the

reporting period;

h. A list of all Marketing Materials revised pursuant to Paragraph 22 during the reporting period;

i. A list of all Third Party Resellers and end-use customers to whom any of the Defendants provided a notification pursuant to Paragraph 23 and a copy of any such notification provided during the reporting period;

j. A copy of the written notice required to be posted pursuant to Paragraph 24 and a description of the manner and location of posting, except to the extent provided in an earlier report;

k. A list of all products forfeited in accordance with Paragraph 25 during the reporting period, the name of the individual to whom the products were delivered for forfeiture, and documentation of the destruction or deletion of such products as set forth in Paragraph 15;

l. A list of all trainees who participated in the Clean Air Act Compliance Training Program during the reporting period, pursuant to Paragraph 26 and copies of the training acknowledgments signed by the participants; and

m. 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.

33. If any of the Defendants violate, or have reason to believe that any Defendant may violate, any requirement of this Consent Decree, Defendants shall notify DOJ and EPA 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

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 or any of them first became aware, or should reasonably have become 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).

34. All reports shall be submitted to EPA and DOJ at the addresses set forth Section XIV (Notices).

35. Each report submitted by Defendants under this Section shall be signed by an official of the submitting party 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 submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

37. 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.

38. Any information provided pursuant to 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

39. Defendants shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure), or reduced or waived by the United States pursuant to Paragraph 47. 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.

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

41. Compliance Requirements. Stipulated penalties shall apply as follows for all violations after the compliance date specified by this Consent 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). Violations of Paragraphs 30 and 31 shall not be considered in computing stipulated penalties for this violation.	For the first 100 Subject Products, \$2,500 per unit of Subject Product manufactured, sold, or installed. For each Subject Product thereafter, \$4,500 per unit of Subject Product manufactured, sold, or installed.
Remove 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 the Act, in violation of the requirement of Paragraph 13 (Prohibition on Tampering)	\$10,000 per Motor Vehicle or Motor Vehicle engine.

Failure to comply with any requirement of Paragraph 15 (Destruction of all Subject Products)	\$500 per Day for the first 15 Days of noncompliance; \$1,000 per Day for the 16th through 30th Days of noncompliance; and \$2,000 per Day thereafter.
Failure to comply with the requirements of Paragraph 16 (Prohibition on Technical Support for all Subject Products)	\$2,500 per violation.
Failure to comply with the requirements of Paragraph 17 (Instruction to Third Party Resellers)	\$350 per Day for the first 15 Days of noncompliance; \$1,000 per Day for the 16th through 30th Days of noncompliance; and \$2,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 19 (Prohibition on transfer of Intellectual Property)	\$50,000 or two times the gross amount received from the transfer, whichever is greater.
Failure of Joshua L. Davis to comply with the requirement of Paragraphs 20 and 21 to provide signed affirmation.	\$1,000 per Day for the first 15 Days of noncompliance; \$2,500 per Day for the 16th through 30th Days of noncompliance; and \$5,000 per Day thereafter.
Failure to comply with the requirements of Paragraph 22 (Revision of Marketing Materials)	\$350 per Day for the first 15 Days of noncompliance; \$1,000 per Day for the 16th through 30th Days of noncompliance; and \$2,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 23 (Notice to Third Party Resellers and Subject Product/Tampered Vehicle Customers)	\$2,000 per customer or Reseller.
Failure to comply with the requirements of Paragraph 24 (Notice to employees)	\$350 per Day for the first 15 Days of noncompliance; \$1,000 per Day for the 16th through 30th Days of noncompliance; and \$2,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 25 (Subject Products Controlled by Defendants' Officers)	\$350 per Day for the first 30 Days of noncompliance; and \$4,000 per Day thereafter.
Failure to comply with the requirements of Paragraph 26 (Training of Employees)	\$500 per trainee, up to a maximum of \$25,000 per calendar year.
Failure to allow access in accordance with Paragraph 65.	\$50,000 per incident.

42. Reporting Requirements. If Defendants fail to submit a Semi-Annual Report, or

fail to submit a complete Semi-Annual Report, as required by Paragraph 32, Defendants shall pay a stipulated penalty of \$1,000 per Day for the first 30 Days of noncompliance and \$2,500 per Day thereafter.

43. Transfer of Ownership. If Defendants fail 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 Defendants' businesses; (c) provide to EPA an executed copy of the written agreement with the transferee as required by Paragraph 4; or (d) otherwise comply with the requirements in Paragraph 4, Defendants shall pay a stipulated penalty of \$10,000 per occurrence.

44. 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.

45. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to: (1) violations of Paragraphs 12 and 13 that have occurred after September 3, 2020 but prior to the Effective Date as a result of Defendant's noncompliance with the Commitment; and (2) violations of Section V (Compliance Requirements) that have occurred prior to the Effective Date. 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.

46. Defendants shall pay any stipulated penalty within 30 Days of receiving the United States' written demand, unless Defendants invoke the dispute resolution procedures within the time required under Section X (Dispute Resolution).

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

48. Stipulated penalties shall continue to accrue as provided in Paragraph 45, 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 60 Days of receiving the Court's decision or order, except as provided in subparagraph 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 15 Days of receiving the final appellate court decision.

49. Defendants shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 9 and with the confirmation notices required by Paragraph 10, 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.

50. 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, as follows: (a) if Defendants have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute

resolution, interest accrues from the date stipulated penalties are due pursuant to Paragraphs 48 and 49 until the date of payment; and (b) if Defendants do not timely invoke dispute resolution, interest accrues from Defendants' receipt of the written demand pursuant to Paragraph 46 until the date of payment. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

51. The payment of penalties and interest, if any, shall not alter in any way Defendants' obligation to complete the performance of the requirements of this Consent Decree.

52. Non-Exclusivity of Remedy. 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. However, where a violation of this Decree is also a violation of relevant statutory or regulatory requirements, Defendants shall be allowed a credit, in the amount of any stipulated penalties paid, against any statutory penalties imposed for such violation under the applicable federal requirement.

IX. FORCE MAJEURE

53. "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, or employees that 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.

54. 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 email to EPA at the addresses provided in Section XIV (Notices) within seven Days of when Defendants first knew that the event might cause a delay. Within 10 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 any Defendant, any entity controlled by any Defendant, or Defendants’ contractors knew or should have known.

55. 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.

56. 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.

57. If a Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 20 Days after receipt of EPA's notice. In any such proceeding, the Defendant(s) 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 54 and 55. If the Defendant(s) 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

58. 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.

59. 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 DOJ and EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 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 20 Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

60. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ and EPA 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 Defendant's position and any supporting documentation relied upon by Defendants.

61. The United States will send Defendants 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 is binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

62. Judicial Dispute Resolution. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States 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 pursuant to 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.

63. 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.

64. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 62, 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.

63. 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 48. 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

65. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any of Defendants' 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 and similar data; and
- e. assess Defendants' compliance with this Consent Decree.

66. Until three 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 their or their contractors' or agents' possession or control, and that relate in any manner to Defendants' performance of their 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.

67. 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 pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

68. 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.

69. 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 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

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

71. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to 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 70. 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' conduct, Defendants' business or any of Defendants' products, whether related to the violations addressed in this Consent Decree or otherwise.

72. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to 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 pursuant to Paragraph 70.

73. 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 pursuant to 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.

74. 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.

75. 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.

XIII. COSTS

76. 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 penalty or any stipulated penalties due but not paid by Defendants.

XIV. NOTICES

77. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email addressed as follows:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-2-1-12233

As to DOJ 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 # 90-5-2-1-12233

As to EPA by email only: r5ardreporting@epa.gov

As to Defendants: Joshua L. Davis
17208 Barcrest LN
Punta Gorda, FL 33955
josh@rcdperformance.com

and

Hannah Posen
Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
hposen@sidley.com

Justin Savage
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005
jsavage@sidley.com

78. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

79. Notices submitted pursuant to 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

80. 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

81. 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, pursuant to Sections X and XVII, or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

82. 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.

83. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 64, 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

84. After Defendants have: (a) completed the requirements of Paragraphs 8, 15, 17, 20–25; (b) complied with Paragraphs 5, 12, 13, 16, 19, 26, 32, and 66 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.

85. 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.

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

XIX. PUBLIC PARTICIPATION

87. 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

88. Each undersigned representative of Defendants and 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.

89. 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

90. 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 deliverables that are subsequently submitted and approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXII. FINAL JUDGMENT

91. 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

92. 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), performance of Section II (Applicability), Paragraph 5; Section V (Compliance Requirements), Paragraphs 12, 13, 15–17, 22–27; Section VII (Reporting Requirements), Paragraphs 32, 33, and 35; and Section XI (Information Collection and Retention), Paragraphs 65–67, is restitution or required to come into compliance with law.

XXIV. APPENDICES

93. 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 23.

“Appendix C” is language to be included in the notice to employees referenced in Paragraph 24.

“Appendix D” is the Stop Sale Commitment referenced in Paragraph 7.

“Appendix E” is a list of the Defendants’ financial information reviewed in the ability to pay a civil penalty analysis

Dated and entered this 12th day of July, 2023.

s/James E. Shadid

UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

March 31, 2023
Date

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice



LILA C. JONES
Trial Attorney
FREDERICK S. PHILLIPS
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
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Washington, DC 20044-7611

GREGORY K. HARRIS
United States Attorney
Central District of Illinois

JOHN C. MILHISER
Assistant United States Attorney
Central District of Illinois

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

ROBERT
KAPLAN

Digitally signed by ROBERT KAPLAN
Date: 2023.03.05 20:29:15 -06'00'

ROBERT A. KAPLAN
Regional Counsel
U.S. Environmental Protection Agency, Region 5

Andre
Daugavietis

Digitally signed by Andre
Daugavietis
Date: 2023.02.28
11:48:48 -06'00'

ANDRE DAUGAVIETIS
Associate Regional Counsel
U.S. Environmental Protection Agency, Region 5
Office of Regional Counsel

FOR DEFENDANTS:



1-3-23

Date

Joshua L. Davis
Individually and as Owner of River City Diesel, LLC, RCD
Performance, LLC, and Midwest Truck and 4WD Center,
LLC

APPENDIX A: Identified Subject Products

Products identified in **bold** are products manufactured by Defendants.

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
1	FLO-30400	BAY (A9B) Ford 6.0L Up Pipe No EGR Provision	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
2	FLO-30800R	(A9B) Ford 6.4L Up Pipe Kit (No EGR Provision)	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
3	RCD-1730280001	BAY (D5B) River City Diesel 304 SS Heavy Wall Up-Pipe Set. (No EGR Provision)	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
4	RCD-1730800001	BAY (D5B) River City Diesel 304 SS Heavy Wall Up-Pipe Set. RCD-6.0 304SSUP	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
5	RCD-1740220001	BAY (C5D) 6.4L Ford EGR Delete Kit	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
6	RCD-1740220002	BAY (D10C) 6.4 Powerstroke Stainless Intake Elbow W/EGR Delete Kit. Intake Elbow W/EGR Kit	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
7	RCD-1740280002	6.4L Ford Power Stroke 304 Stainless Steel Heavy Wall Up Pipe Set: Without EGR Provision	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
8	RCD-1740280004	6.4L Ford Power Stroke 304 Stainless Steel Heavy Wall Up Pipe Set: Without EGR Provision For Use With 6.0 Manifolds	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
9	RCD-1740460001	Bay (D10D) RCD 304 Stainless Steel Fabricated Intake Elbow Assy - 2008-2010 6.4L Ford Stainless ...	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
10	RCD-6.0 304SSUP	BAY (D5B) River City Diesel 304 SS Heavy Wall Up-Pipe Set. (No EGR Provision)	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
11	RCD-6.0 EGR LOOP	Bay (D9D) 6.0L Ford EGR Delete Loop Tube Kit with hose, clamps, and up-pipe block off.	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
12	RCD-6.0 EGRK	BAY (D10B) 6.0L Ford Complete E.G.R Delete Kit	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
13	RCD-6.0 EGRK*	BAY (D10B) 6.0L Ford Complete E.G.R Delete Kit	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
14	RCD-6.0 EGRKSK	BAY (D10B) 6.0L EGR Delete Kit Service Kit. (Includes, All New Hardware, Gaskets, Hose, Clamps, ...	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
15	RCD-6.0 K	BAY (D10B) 6.0L Ford Complete Kit	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
16	RCD-6.0 KSK	BAY (D10B) 6.0L EGR Delete Kit Service Kit. (Includes, All New Hardware, Gaskets, Hose, Clamps, ...	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
17	RCD-6.0 LOOP	Bay (D9D) 6.0L Ford EGR Delete Loop Tube Kit with hose, clamps, and up-pipe block off.	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
18	RCD-6.0 UPK	Bay (D10C) River City Diesel 6.0L Ford EGR Up Pipe Only Kit	EGR Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
19	RCD-6.4 EGRK	BAY (C5D) 6.4L Ford EGR Delete Kit	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
20	RCD-6.4 Kit	BAY (C5D) 6.4L Ford EGR Delete Kit	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
21	RCD-6.4 SSIE	Bay (D10D) RCD 304 Stainless Steel Fabricated Intake Elbow Assy - 2008-2010 6.4L Ford	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
22	RCD-6.4 SSIE*	Bay (D10D) RCD 304 Stainless Steel Fabricated Intake Elbow Assy - 2008-2010 6.4L Ford	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
23	RCD-6.4 SSIEK	BAY (D10C) 6.4 Powerstroke Stainless Intake Elbow W/EGR Delete Kit. Intake Elbow W/EGR Kit	EGR Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
24	RCD-6.6 LBZEGRK	Bay (B5D) 2006-2007.5 LBZ EGR Delete Kit (VIN Code 'D')	EGR Delete Hardware	2004-2007 Chevy/GMC - LLY/LBZ Duramax 6.6 L
25	RCD-6.6 LBZK	Bay (B5D) 2006-2007.5 LBZ Kit (VIN Code 'D')	EGR Delete Hardware	2004-2007 Chevy/GMC - LLY/LBZ Duramax 6.6 L
26	RCD-6.6 LLYEGRK	Bay (B5D) 2004.5-2005 LLY EGR Delete Kit. (VIN Code '2')	EGR Delete Hardware	2004-2007 Chevy/GMC - LLY/LBZ Duramax 6.6 L
27	RCD-6.6 LLYK	Bay (B5D) 2004.5-2005 LLY Kit. (VIN Code '2')	EGR Delete Hardware	2004-2007 Chevy/GMC - LLY/LBZ Duramax 6.6 L
28	RCD-6.6 LMLEGRK	BAY (B7B) 2011 - 2016 Duramax LML EGR and Cooler Delete Kit	EGR Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
29	RCD-6.6 LMLK	BAY (B7B) 2011 - 2016 Duramax LML EGR and Cooler Delete Kit	EGR Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
30	RCD-6.6 LMMEGRK	Bay (B5D) 2007.5-2010 LMM Duramax EGR Delete Kit (VIN Code '6')	EGR Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
31	RCD-6.6 LMMK	Bay (B5D) 2007.5-2010 LMM Duramax EGR Delete Kit (VIN Code '6')	EGR Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
32	RCD-6.7 EGRK11-14	BAY (B6C) 2011 - 2014 Ford 6.7L Power Stroke EGR Delete Kit.	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
33	RCD-6.7 FTK11-14	BAY (B6C) 2011 - 2014 Ford 6.7L Power Stroke Flow Through EGR Delete Kit	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
34	RCD-6.7 FTK15-16	BAY (B6C) 2015 - 2016 Ford 6.7L Power Stroke Flow Through EGR Delete Kit	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
35	RCD-6.7 FTK17	BAY (B6C) 2017 Ford 6.7L Power Stroke Flow Through EGR Delete Kit	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
36	RCD-6.7 K11-14	BAY (B6C) 2011 - 2014 Ford 6.7L Power Stroke EGR Delete Kit	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
37	RCD-6.7 K15-16	BAY (B6C) 2015 - 2016 Ford 6.7L Power Stroke EGR Delete Kit	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
38	RCD-6.7C EGRK07-08	BAY (B6C) 2007.5-2008 6.7L Cummins EGR and Cooler Delete Kit. (Tapped to 1/8" NPT for Pyrometer ...)	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
39	RCD-6.7C EGRK09-12	Bay (B6C) 2009-2012 6.7L Cummins EGR and Cooler Delete Kit. (Tapped to 1/8" NPT for Pyrometer Pr...)	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
40	RCD-6.7C K07-08	BAY (C4C) 2007.5-2008 6.7L Cummins EGR and Cooler Delete Kit	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
41	RCD-6.7C K09-12	Bay (C4C) 2009-2012 6.7L Cummins EGR and Cooler Delete Kit	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
42	SDP-6.7 EGRK	11-14 Ford 6.7 EGR Cooler Delete Kit. Spartan Tuned Trucks Require Coolant Bypass Tube.	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
43	SDP-6.7 EGRK15	Bay (B5A) Street Diesel Performance 2015 6.7 Powerstroke EGR Delete Kit	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
44	SDP-6.7 K15	Bay (B5A) Street Diesel Performance 2015 6.7 Powerstroke EGR Delete Kit	EGR Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
45	SDP-6.7C DODGE EGR	2007.5-2012 EGR BLOCK OFF PLATES	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
46	SDP-6.7C Early EGRK	BAY (B6B) Street Diesel Performance 6.7 Cummins EGR Delete Kit. 2007.5-2008 Early Style	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
47	SDP-6.7C Early K	BAY (B6B) Street Diesel Performance 6.7 Cummins EGR Delete Kit. 2007.5-2008 Early Style	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
48	SDP-6.7C Late EGRK	BAY (B6C) Street Diesel Performance 6.7 Cummins EGR Delete Kit. 2009+ Later Style **Use RCD-6.7...	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
49	SDP-6.7C Late K	BAY (B5A) Street Diesel Performance 6.7 Cummins EGR Delete Kit. 2009+ Later Style	EGR Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
50	AFE-49-02005	ATLAS 4" Turbo-Back Aluminized Steel Exhaust System; Dodge Diesel Trucks 07.5-12 L6-6.7	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
51	AFE-49-02005NM	ATLAS 4" Turbo-Back Aluminized Steel Exhaust System w/o Muffler; Dodge Diesel Trucks 07.5-12 L6-...	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
52	AFE-49-02047NM-1	aFe POWER 49-02047NM-1 ATLAS 5" Aluminized Steel Turbo-Back Exhaust System RAM Diesel Trucks 13...	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
53	AFE-49-02050	BAY (A9C) ATLAS 4" Aluminized Steel Exhaust RAM Diesel Trucks 13-15 L6-6.7L	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
54	AFE-49-03004	08-10 F250/F350 POWERSTROKE V8-6.4L, EXHAUST 4 IN DOWN PIPE BACK	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
55	AFE-49-03004NM	ATLAS Exhaust ATLAS 4' Down-Pipe Back Aluminized Steel Exhaust System w/o Muffler; Ford Diesel ...	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
56	AFE-49-03010	BAY (A7B) FORD POWERSTROKE 6.4L 2008-10, ATLAS PIPES	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
57	AFE-49-03040	ATLAS 5' Down-Pipe Back Aluminized Steel Exhaust Race System; Ford Diesel Trucks 08-10 V8-6.4L	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
58	AFE-49-04002	ATLAS 4' Down-Pipe Back Aluminized Steel Exhaust Race System; GM Diesel Trucks 07.5-10 V8-6.6L (...)	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
59	AFE-49-04002NM	ATLAS 4" Down-Pipe Back Aluminized Steel Exhaust Race System; GM Diesel Trucks 07.5-10 V8-6.6L (...)	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
60	AFE-49-04010	BAY (A8C) 07-10 SILVERADO/SIERRA 2500/3500 V8-6.6L, EXHAUST 4 IN	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
61	AFE-49-04014	ATLAS 4" Aluminized Steel Exhaust GM Diesel Trucks 07.5-10 V8-6.6L (td) LMM CCSB	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
62	AFE-49-04022	ATLAS 4" Aluminized Steel Exhaust GM Diesel Trucks 11-14 V8-6.6L	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
63	AFE-49-12009-1	2007.5-2012 Dodge Truck Diesel Cummins 6.7L Racing System *AFE Stainless Full Exhaust	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
64	AFE-49-42009-1	Flange-Back MACH Force XP 4" Turbo-Back Stainless Steel Exhaust Race System; Dodge Diesel Trucks...	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
65	AFE-49-42023	BAY (A7B) 2007.5-2012 Dodge Ram HD 2500/3500 4' (Downpipe Incl)	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
66	AFE-49-42047-1B	(A10A) EXH 5in TB; Dodge Dsl Trucks 13-15 L6-6.7L Blk Tip	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
67	AFE-49-43024	AFE 4' Pipe for 08-10 6.4L Ford Powerstroke..	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
68	AFE-49-43026	MACH Force XP 3-1/2' Stainless Steel Exhaust Ford Diesel Trucks 08-10 V8-6.4L	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
69	AFE-49-43030	08-10 F250/F350 DIESEL V8-6.4L, EXHAUST 4 IN FLANGE BACK	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
70	AFE-49-43031	BAY (A8C) 2008-2010 Ford Truck Diesel Power Stroke 6.4L RP Race Pipe(DPF Delete) 4in Muffler:No ...	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
71	AFE-49-43034	Bay (A9A) Ford Super Duty Power Stroke 2011 V8 6.7L AFE Downpipe Back Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
72	AFE-49-43035NM	Ford Super Duty Power Stroke 2011 V8 6.7L AFE Downpipe Back Exhaust w/o Muffler	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
73	AFE-49-43036	BAY (A7B) 2011+ 6.7 Powerstroke Kit	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
74	AFE-49-43039	MACH Force XP 5' Down-Pipe Back Stainless Steel Exhaust System; Ford Diesel Trucks 11-14 V8-6.7L	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
75	AFE-49-43039NM	MACH Force XP 5' Down-Pipe Back Stainless Steel Exhaust System; Ford Diesel Trucks 11-14 V8-6.7L	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
76	AFE-6.4 49-43030	BAY (A6A) 2008 - 2010 6.4L Ford 409 Stainless 4' Exhaust System. Includes Polished Slant Cut 5' ...	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
77	AFE-6.7 49-43034	BAY (A7A) 2011 - 2017 6.7L Ford 409 Stainless 4' Exhaust System. Includes Polished Slant Cut 5" ...	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
78	AFE-6.7 49-43035NM	BAY (A7A) 2011 - 2017 6.7L Ford 409 Stainless 4' Exhaust System. Includes Polished Slant Cut 5" ...	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
79	AFE-6.7 49-43036	Bay (A8C) 2011-2017 Ford 6.7L 409 Stainless Steel	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
80	AFE-6.7C 49-42023	BAY (A8A) 2007.5-2012 Dodge Ram HD 2500/3500 4" Turbo Back 409 Stainless Pipe (Downpipe Included)	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
81	FLO-1639	5' Turbo Back Single 2007-2009, 6.7L, 2500/3500, Pickup, Race Exhaust No Bungs, No Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
82	FLO-1648	DODGE 2010-2012/6.7L/2500-3500/ALL-CAB-BED/DUALLY/ 5 IN TURBO BACK CAT DPF DELETE WM NB AL	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
83	FLO-1673	2013-17 Dodge Pickup 5" Turbo Back Single RC-QC-MC/SB-LB-Dually, No Muffler, No Bungs	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
84	FLO-1674	TB 5" WM KIT DODGE 6.7L 14-16	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
85	FLO-1836	07.5-09 Dodge 6.7 Alum Turbo Back Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
86	FLO-1839	07.5-09 Dodge 6.7 Alum Turbo Back Exhaust No Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
87	FLO-1848	10-12 Dodge 6.7 Alum Turbo Back Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
88	FLO-1849	10-12 Dodge 6.7 Alum Turbo Back Exhaust No Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
89	FLO-1873	2013-2017 4" Downpipe Back Single NO Muffler, No Bungs Aluminized	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
90	FLO-1873*	RC-QC-MC/SB-LB-Dually, No Muffler, No Bungs.	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
91	FLO-1874	2013-2017 4" Downpipe Back Single With Muffler, No Bungs Aluminized	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
92	FLO-619	DODGE 2004.5-2007.5/5.9L/2500-3500-HO600/EC-QC/SB-LB/MC-SB/DUALLY/ 5 IN TURBO BACK CAT DELETE WM...	Exhaust Aftertreatment Delete Hardware	2004-2006 Dodge Ram - Cummins 5.9 L
93	FLO-619NM	2004.5-2007.5 Dodge 5.9 5" Turbo Back Exhaust w/o Muffler AL	Exhaust Aftertreatment Delete Hardware	2004-2006 Dodge Ram - Cummins 5.9 L
94	FLO-632NB	2008-10 6.4 Ford 5' Downpipe Back Single Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
95	FLO-633NB	Ford 6.4L 5" Downpipe Back Exhaust Kit Aluminized No Muffler/Tip/Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
96	FLO-634	2007.5-2010 Duramax 6.6L 5" Downpipe Back Exhaust w/ Muffler AL	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
97	FLO-634NM	Flo Pro 2007.5-2010 LMM Duramax Aluminized 5' Downpipe Back Exhaust w/o Muffler or Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
98	FLO-645	5" Turbo Back Single no Bungs with Muffler Fits 07-09 Dodge 6.7L Cab & Chassis, AL	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
99	FLO-652NB	5" Downpipe Back Single Aluminized 2011-2015, 6.7L, F250/F350, Auto Only, Race Exhaust w/Muffler	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
100	FLO-653NB	BAY (A8A) 2011-2015 Ford F250/F350 Powerstroke 6.7L 5' Downpipe Back Single System	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
101	FLO-654	5" Aluminized 2011-2012, 6.7L, 3500/4500/5500, Cab & Chassis, Race Exhaust No Bungs, No Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
102	FLO-655	Flo Pro 2010-2012 6.7 Cummins C&C 5' Turbo Back Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
103	FLO-664	Flo Pro 5' Downpipe Back Single 2011-2015, 6.6L, 2500/3500, LML, With Muffler AL	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
104	FLO-664NM	Flo Pro 5' Downpipe Back Single 2011-2015, 6.6L, 2500/3500, LML, No Muffler AL	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
105	FLO-671	5" Downpipe Back Single 2015.5+ , 6.6L, 2500/3500, LML, 4" w/ OEM Flange EC-CC/SB-LB-Dually Alu...	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
106	FLO-671NM	2015.5-2016, 6.6L, 2500/3500, LML, 4" Race Pipe, 5" Downpipe Back Single w/ OEM Flange EC-CC/SB-L...	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
107	FLO-766	2010-2012, 6.7L, 2500/3500, Pickup, Race Exhaust No Bungs, No Muffler Dual 5'	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
108	FLO-767	5" Downpipe Back Dual 2011-2014, 6.7L, F250/F350, 4" Cat Pipe, Race Exhaust Will not fit SC or E...	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
109	FLO-817	2003-05 Ford Excursion Single Exhaust w/ Muffler AL	Exhaust Aftertreatment Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
110	FLO-819	04.5-07 Dodge 5.9 Alum Turbo-Back Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2004-2007 Chevy/GMC - LLY/LBZ Duramax 6.6 L
111	FLO-819NM	04.5-07 Dodge 5.9 Alum Turbo-Back Exhaust No Muffler	Exhaust Aftertreatment Delete Hardware	2004-2007 Chevy/GMC - LLY/LBZ Duramax 6.6 L
112	FLO-824	BAY (A9B) Flo-Pro 03-07 4' Turbo-back Exhaust System w/ Muffler (AL)	Exhaust Aftertreatment Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
113	FLO-824NM	4' Turbo Back Single Exhaust No Muffler Aluminized 6.0	Exhaust Aftertreatment Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
114	FLO-832NB	2008-2010, 6.4L, F250/F350, Race Exhaust EC-CC/SB-LB-Dually, No Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
115	FLO-833NB	Ford 6.4L 4" Downpipe Back Exhaust Kit Aluminized No Muffler/Tip/Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
116	FLO-834	4' Downpipe Back Single Aluminized 2007.5-2010, 6.6L, 2500/3500, LMM, 5" Race Exhaust EC-CC/SB-...	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
117	FLO-834NM	BAY (A9B) 2007.5-10 2007.5-2010, 6.6L, 2500/3500, LMM, Race Exhaust No Muffler AL	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
118	FLO-835FNB	2007-2012, 6.7L, 2500/3500, Pipes Flanged As Factory, No Bungs	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
119	FLO-835NB	BAY (A9B) Dodge 2007.5-2013/6.7L/2500-3500/ALL-CAB-BED/ 4' Downpipe-Back NB AL	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
120	FLO-837NB	Flo Pro 6.4L Powerstroke 4' Aluminized DPF/CAT Race Pipe w/o Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
121	FLO-838	2008-2010, 6.4L, F250/F350, Auto Only, Race Exhaust EC-CC/SB-LB-Dually	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
122	FLO-838NB	2008-2010, 6.4L, F250/F350, Auto Only, Race Exhaust EC-CC/SB-LB-Dually	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
123	FLO-851	GM 2007.5-2010/6.6L/2500-3500/LMM/FOR-C&C-ONLY/ 4 IN CAT BACK FLANGED CONNECTION WITH TURN DOWN...	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
124	FLO-853NB	2011-2014, 6.7L, F250/F350, Auto Only, Race Exhaust 4' Downpipe Back Single AL	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
125	FLO-862	2011-Early 2015, 6.6L, 2500/3500, LML, Cat & DPF Race Pipes (Aluminized)	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
126	FLO-863NB	2014-2016 Dodge 3.0L EcoDiesel 3" AL CAT/DPF Delete Pipe	Exhaust Aftertreatment Delete Hardware	2014+ Dodge Ram - EcoDiesel 3.0 L
127	FLO-864	BAY (A7A) GM 2011-2013/6.6L/2500-3500/LML 4" WITH MUFFLER ALUMINIZED	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
128	FLO-864NM	2011-15 4" LML Downpipe Back Exhaust, Aluminized, No Muffler, No Bungs	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
129	FLO-868NB	Dodge 2013-2015/6.7L/2500-3500/All-Cab-Bed/ 4" Aluminized DPF/CAT Delete Pipe	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
130	FLO-871	2015.5-2016, 6.6L, 2500/3500, LML, Race Exhaust, w/ OEM Flange EC-CC/SB-LB-Dually ALM	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
131	FLO-877	2011-2017, 6.7L, F350/F450/F550, Cab & Chassis 4 Inch , Down Pipe Back	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
132	FLO-SS1639	2007-2009, 6.7L, 2500/3500, Pickup, Race Exhaust 5" Turbo Back Single No Bungs, No Muffler Stain...	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
133	FLO-SS1648	DODGE 2010-2013/6.7L/2500-3500/ALL-CAB-BED/DUALLY/ 5 IN TURBO BACK CAT DPF DELETE WM NB SS	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
134	FLO-SS1673	2013-2017, 6.7L, 2500/3500, Pickup Leaf Spring or Coil Spring	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
135	FLO-SS1674	2014-2016, 6.7L, 2500, Pickup - Coil Spring RC-QC-MC/SB-LB-Dually, With Muffler, No Bungs	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L

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Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
136	FLO-SS1836	2007.5 - 2009/6.7L/2500 - 3500/ALL-CAB-BE D/Dually/ 4' Turbo back Cat DPF Delete WM NB SS	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
137	FLO-SS1839	4' Turbo Back Single 2007-2009, 6.7L, 2500/3500, pickup, Race Exhaust No Bungs, No Muffler Stain...	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
138	FLO-SS1848	Bin (A9A) DODGE 2010-2013/6.7L/2500-3500/ALL-CAB-BED/DUALLY/ 4 IN TURBO BACK CAT DPF DELETE WM N...	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
139	FLO-SS1849	4" Turbo Back Single 2010-2012, 6.7L, Cummins 2500/3500, Pickup, Race Exhaust No Bungs, No Muffl...	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
140	FLO-SS1873	2014-2016, 6.7L, 2500, Pickup 4" Downpipe Back Single - Coil Spring Suspension No Muffler, No Bu...	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
141	FLO-SS1874	2013-2015, 6.7L, 2500/3500, Pickup RC-QC-MC/SB-LB-Dually, With Muffler, No Bungs DOWNPIPE BACK ...	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
142	FLO-SS632	5" Downpipe Back Single 2008-2010, 6.4L, F250/F350, Race Exhaust EC-CC/SB-LB-Dually, With Bungs ...	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
143	FLO-SS633	Flo Pro Stainless 5' Exhaust 6.4 Powerstroke w/ Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
144	FLO-SS633NB	Ford 6.4L 5" Downpipe Back Exhaust Kit Stainless Steel No Muffler/Tip/Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
145	FLO-SS634	2007.5-2010, 6.6L, 2500/3500, LMM, 4" Race Pipe EC-CC/SB-LB-Dually	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
146	FLO-SS634NM	2007.5-2010, 6.6L, 2500/3500, LMM, EC-CC/SB-LB-Dually 5" Downpipe Back Single No Muffler Kit Sta...	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
147	FLO-SS652NB	2011-2014, 6.7L, F250/F350, Auto Only, Race Exhaust Will not fit RC, No Bungs	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
148	FLO-SS653NB	Flo Pro 6.7 Powerstroke Stainless 5" Downpipe Back Exhaust w/o Muffler	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
149	FLO-SS655	Flo Pro 2010-2012 6.7 Cummins C&C 5' Turbo Back Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
150	FLO-SS664	5' Exhaust 2011-2015, 6.6L, 2500/3500, LML, EC-CC/SB-LB-Dually	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
151	FLO-SS664NM	2011-2015*, 6.6L, 2500/3500, LML, EC-CC/SB-LB-Dually 5' Downpipe Back Single No Muffler Kit Stai...	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
152	FLO-SS817	2003-2005, 6.0L, Excursion, Race Exhaust Automatic Only	Exhaust Aftertreatment Delete Hardware	2003-2005 Ford Excursion - Powerstroke 6.0 L
153	FLO-SS819	04.5-07 Dodge 2500/3500 4' Turbo Back Exhaust w/ Muffler (SS)	Exhaust Aftertreatment Delete Hardware	2004-2006 Dodge Ram - Cummins 5.9 L
154	FLO-SS819NM	4" Turbo Back Single 2004.5-2007, 5.9L, 2500/3500 Race Exhaust Stainless No Muffler Kit	Exhaust Aftertreatment Delete Hardware	2004-2007 Chevy/GMC - LLY/LBZ Duramax 6.6 L
155	FLO-SS824	BAY (A8A) Flo Pro 4' Stainless Steel Exhaust 6.0 Powerstroke	Exhaust Aftertreatment Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
156	FLO-SS824NM	2003-2007, 6.0L, F-250/350/Harley, Race Exhaust	Exhaust Aftertreatment Delete Hardware	2003-2007 Ford F250/350 - Powerstroke 6.0 L
157	FLO-SS832NB	FLO-PRO 6.4 4' Downpipe Back Stainless Steel EC-CC/SB-LB-Dually, No Bungs With Muffler	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
158	FLO-SS833NB	Ford 6.4L 4" Downpipe Back Exhaust Kit Stainless Steel No Muffler/Tip/Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
159	FLO-SS834	Flo Pro LMM Duramax 4' Stainless Steel Downpipe Back Exhaust w/ Muffler	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
160	FLO-SS834NM	2007.5-10 2007.5-2010, 6.6L, 2500/3500, LMM, DOWNPIPE BACK Race Exhaust No Muffler STAINLESS	Exhaust Aftertreatment Delete Hardware	2008-2010 Chevy/GMC - LMM Duramax 6.6 L
161	FLO-SS835NB	07 1/2-12 Dodge Ram 2500/3500 6.7L 4' Downpipe/DPF Race System Stainless Steel	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
162	FLO-SS837	2008-2010, 6.4L, F250/F350/F450/F550, Pickup & C&C 4" Cat & DPF Race Pipes, With Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
163	FLO-SS837NB	Flo Pro 6.4L Powerstroke 4' Stainless DPF/CAT Race Pipe w/o Bungs	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
164	FLO-SS838	2008 FORD F250/F350 POWERSTROKE 6.4L 4' TURBO BACK SYSTEM - MUFFLER DELETE	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
165	FLO-SS838NB	Flo Pro 2008-2010, 6.4L, F250/F350, Auto Only, Race Exhaust EC-CC/SB-LB-Dually No Muffler SS NB	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
166	FLO-SS853NB	Flo Pro 4' Downpipe Back Single Exhaust w/o Muffler (Stainless Steel)	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
167	FLO-SS862	2011-Early 2015, 6.6L, 2500/3500, LML, (Stainless Steel)	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
168	FLO-SS864	GM 2011-2015/6.6L/2500-3500/LML 4' WITH MUFFLER STAINLESS	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
169	FLO-SS864NM	GM 2011-15 Duramax Downpipe back w/o muffler/bungs	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
170	FLO-SS868NB	BAY (A9B) 2013-2016, 6.7L, 2500/3500, Pickup 4" Cat & DPF/SCR Race Pipes, No Bungs	Exhaust Aftertreatment Delete Hardware	2013+ Dodge Ram - Cummins 6.7 L
171	FLO-SS871	GM 2015.5/6.6L/2500-3500/LML/EC-CC/SB-LB/DUALLY/ 4 IN DOWN PIPE BACK WM NB SS3 BOLT FLANGE CONNE...	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
172	FLO-SS871NM	4" Downpipe Back Single 2015.5-2016, 6.6L, 2500/3500, LML, Race Exhaust Stainless	Exhaust Aftertreatment Delete Hardware	2011+ Chevy/GMC - LML Duramax 6.6 L
173	FLO-SS877	2011-2017, 6.7L, F350/F450/F550, Cab & Chassis 4 Inch Stainless, Down Pipe Back	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
174	FLO-SS877NM	2011-2017, 6.7L, F350/F450/F550, Cab & Chassis 4 Inch Stainless, Down Pipe Back No Muffler	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
175	RCD-6.4 49-03010	BAY (A5A) RCD 2008-2010 Ford 6.4L DPF / DOC Test Pipe Aluminized DPF DELETE PIPE ONLY	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
176	RCD-6.4 49-43030	BAY (A4A) 2008 - 2010 6.4L Ford 409 Stainless 4' Race Exhaust System. Includes Polished Slant Cu...	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
177	RCD-6.4 49-43031	BAY (A5A) 2008-2010 Ford 6.4L DPF / DOC Test Pipe Stainless Steel	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
178	RCD-6.4 DPF	BAY (A6B) 2008 - 2010 6.4L DPF Delete Pipe. ***Off Road Use Only***	Exhaust Aftertreatment Delete Hardware	2008-2010 Ford F250/350 - Powerstroke 6.4 L
179	RCD-6.7 49-43034	BAY (A7A) 2011 - 2015 6.7L Ford 409 Stainless 4' Race Exhaust System. Includes Polished Slant Cu...	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
180	RCD-6.7 49-43035NM	BAY (A7A) 2011 - 2017 6.7L Ford 409 Stainless 4' Exhaust System. Includes Polished Slant Cut 5" ...	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L
181	RCD-6.7 49-43036	Bay (A8B) 2011-2016 Ford 6.7L DPF / DOC Test Pipe 409 Stainless Steel (DPF DELETE)	Exhaust Aftertreatment Delete Hardware	2011+ Ford F250/350 - Powerstroke 6.7 L

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
182	RCD-6.7C 49-42023	BAY (A6A) 2007.5-2012 Dodge Ram HD 2500/3500 4" Turbo Back 409 Stainless CAT/DPF Delete Pipe (Do...	Exhaust Aftertreatment Delete Hardware	2007-2012 Dodge Ram - Cummins 6.7 L
183	HAS-109003	BAY (B7B) Mini Maxx without Pyrometer Probe	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
184	HAS-109005	BAY (B8B) H&S XRT Pro for Ford, Chevy, and Dodge	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
185	HAS-109006	H&S XRT PRO Street Series Tuner	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
186	HAS-109007	H&S MINI MAXX Street Series Tuner	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
187	HAS-40504	BAY (B7D) H&S XRT Pro Race Tuner	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
188	HAS-903	BAY (B7B) Mini Maxx Offroad Tuner	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
189	HAS-Mini Maxx O/R	H&S Mini Maxx Offroad Race Tuner	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
190	JBE-1740700012	BAY (B7B) 2008-2016 Ford 6.4 & 6.7 Spartan Diesel nDash Tuner - DPF OFF RACE TUNES	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
191	KEM-COMP-UNLOCK	Racing Competition Tuner Unlock Charge 366 SXE SINGLE TURBO SET UP EGR DELETED DPF DELTED SIN...	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
192	KEM-Custom Tune	Racing Competition Tuner Unlock Charge S/N... 2012 6.7L EGR and DPF Deleted	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
193	PPEI-10-12-6.7LC-Auto	PPEI 2010 - 2012 Cummins 6.7L Autocal	Tuning - Emissions Equipment-Removed Calibration	2007-2012 Dodge Ram - Cummins 6.7 L
194	PPEI-10-12-6.7LC-Auto Single	PPEI 2010 - 2012 Cummins 6.7L Autocal Single Tune	Tuning - Emissions Equipment-Removed Calibration	2007-2012 Dodge Ram - Cummins 6.7 L
195	PPEI-13-15-6.7LC-Auto	PPEI 2013 - 2015 Cummins 6.7L Autocal	Tuning - Emissions Equipment-Removed Calibration	2013+ Dodge Ram - Cummins 6.7 L
196	PPEI-13-17-6.7LC-Auto	PPEI 2013 - 2017 Cummins 6.7L Autocal	Tuning - Emissions Equipment-Removed Calibration	2013+ Dodge Ram - Cummins 6.7 L

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
197	PPEI-13-17-6.7LC-Auto Single	PPEI 2013 - 2017 Cummins 6.7L Autocal Single Tune	Tuning - Emissions Equipment-Removed Calibration	2013+ Dodge Ram - Cummins 6.7 L
198	PPEI-Autocal-01-10 6.6	PPEI 2001-2010 Duramax Autocal (Does not include DSP5 Switch)	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
199	PPEI-Autocal-01-10 6.6 Single	PPEI 2001-2010 Duramax Autocal, Single Tune.	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
200	PPEI-Autocal-LML	2011 - 2016 PPEI LML EFILIVE SOTF TUNING AUTOCAL (Includes DSP5 Switch)	Tuning - Emissions Equipment-Removed Calibration	2011+ Chevy/GMC - LML Duramax 6.6 L
201	PPEI-Autocal-LML Single	PPEI 2011 - 2016 LML Duramax Single Tune Autocal	Tuning - Emissions Equipment-Removed Calibration	2011+ Chevy/GMC - LML Duramax 6.6 L
202	PPEI-Autocal-LML*	2011 - 2016 PPEI LML EFILIVE SOTF TUNING AUTOCAL (Includes DSP5 Switch)	Tuning - Emissions Equipment-Removed Calibration	2011+ Chevy/GMC - LML Duramax 6.6 L
203	PPEI-ECO DIESEL ECM DST TUNING	2014-16 Dodge 3.0L Eco Diesel Driver Selectable Tuning - PCM needs to be sent in to be tuned (...)	Tuning - Emissions Equipment-Removed Calibration	2014+ Dodge Ram - EcoDiesel 3.0 L
204	PPEI-ECO DIESEL ECM SINGLE TUNE	2014-16 Dodge 3.0L Eco Diesel Single Tune - PCM needs to be sent in to be tuned	Tuning - Emissions Equipment-Removed Calibration	2014+ Dodge Ram - EcoDiesel 3.0 L
205	PPEI-ECO DIESEL ECM TUNING	2014-16 Dodge 3.0L Eco Diesel Tuning - PCM needs to be sent in to be tuned	Tuning - Emissions Equipment-Removed Calibration	2014+ Dodge Ram - EcoDiesel 3.0 L
206	PPEI-EZ Link Support Pack	Support Pack for EZ LYNK AutoAgent	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
207	PPEI-EZ Link Unlimited	Auto Agent 2 w/ Unlimited Support Pack Includes access to all vehicle compatible tunes and soft...	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
208	RCD-.4 5015	Bay (B7C) SCT Livewire Touchscreen w/ Competition Programming. 2008-2010 6.4 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
209	RCD-.4 5015-M	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2008-2010 6.4 Powerstroke - ...	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
210	RCD-.4 5015P	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2008-2010 6.4 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
211	RCD-.7 5015PC	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2011-2012 6.7 Powerstroke & ...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
212	RCD-1740700012	BAY (B7B) 2008-2017 Ford 6.4 & 6.7 Patriot Systems nDash Diagnostic Device	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
213	RCD-6 7015M	Bay (B8C) SCT xCal 4 w/ Competition Programming. 2008-2010 6.4 Powerstroke - MANUAL ONLY	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
214	RCD-6. 5015PC	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2015-2016 6.7 Powerstroke.	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
215	RCD-6. 7015	BAY (B8C) SCT xCal 4 w/ Competition Programming. 2015-2016 6.7 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
216	RCD-6. 70157	SCT xCal 4 w/ Competition Programming. 2017 6.7 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
217	RCD-6.4 450 Tune	RCD Custom 0HP ADDED POWER NO POWER ADDED JUST EGR AND DPF REMOVED	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
218	RCD-6.4 5015C	Bay (B7C) SCT Livewire Touchscreen w/ Competition Programming. 2008-2010 6.4 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
219	RCD-6.4 5015C-M	Bay (B7C) SCT Livewire Touchscreen w/ Competition Programming. 2008-2010 6.4 Powerstroke - MANUA...	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
220	RCD-6.4 5015PC	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2008-2010 6.4 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
221	RCD-6.4 525 Tune	RCD Custom 525 RWHP Tune for 6.4L Racing Competition Tuner Unlock Charge 2008 f250	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
222	RCD-6.4 7015C	Bay (B8C) SCT xCal 4 w/ Competition Programming. 2008-2010 6.4 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
223	RCD-6.4 7015C-M	Bay (B8C) SCT xCal 4 w/ Competition Programming. 2008-2010 6.4 Powerstroke - MANUAL ONLY	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
224	RCD-6.7 5015C	Bay (B7C) SCT Livewire Touchscreen w/ Competition Programming. 2011-2012 6.7 Powerstroke & 2013-...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
225	RCD-6.7 5015PC*	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2011-2012 6.7 Powerstroke & ...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
226	RCD-6.7 5015PC11-14	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2011-2012 6.7 Powerstroke & ...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
227	RCD-6.7 5015PC15-16	Bay (B7C) SCT Livewire Touchscreen Plus w/ Competition Programming. 2015-2016 6.7 Powerstroke.	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
228	RCD-6.7 7015C*	BAY (B8C) SCT xCal 4 w/ Competition Programming. 2011-2012 6.7 Powerstroke & 2013-2014 6.7 Power...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
229	RCD-6.7 7015C11-14	BAY (B8C) SCT xCal 4 w/ Competition Programming. 2011-2012 6.7 Powerstroke & 2013-2014 6.7 Power...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
230	RCD-6.7 7015C15-16	BAY (B8C) SCT xCal 4 w/ Competition Programming. 2015-2016 6.7 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
231	RCD-6.7 7015C15-Fleet	SCT xCal 4 w/ Competition Programming. 2015 6.7 Powerstroke Fleet Calibration	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
232	RCD-64 7015	Bay (B8C) SCT xCal 4 w/ Competition Programming. 2008-2010 6.4 Powerstroke	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
233	RCD-7015C	BAY (B8C) SCT xCal 4 w/ Competition Programming. 2011-2012 6.7 Powerstroke & 2013-2014 6.7 Powe...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
234	RCD-COMP-UNLOCK	Racing Competition Tuner Unlock Charge S/N 2016 F350 EGR and DPF Delete	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
235	RCD-Tune 1 Package	Powerstroke Performance Tuning (Single Tune) 2004 e-350 VXBC9RA EGR DELETE STOCK TRUCK T...	Tuning - Emissions Equipment-Removed Calibration	2003-2007 Ford F250/350 - Powerstroke 6.0 L
236	RCD-Tune 1 Package	Powerstroke Performance Tuning (Single Tune) 11/07 2008 E-450 vxgalbz dtba3t2 EGR delete 30...	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L
237	RCD-Tune 3 Package	Powerstroke Performance Tuning (3 Tune Package) 2005 F250 rcd-155cc30% stock EGR delete to...	Tuning - Emissions Equipment-Removed Calibration	2003-2007 Ford F250/350 - Powerstroke 6.0 L
238	RME-07	BAY (B3D) Race ME Race Tuner, 2007.5-2009 6.7 Cummins	Tuning - Emissions Equipment-Removed Calibration	2007-2012 Dodge Ram - Cummins 6.7 L
239	RME-10	BAY (B7D) Race ME Race Tuner, 2010-2011 6.7 Cummins	Tuning - Emissions Equipment-Removed Calibration	2007-2012 Dodge Ram - Cummins 6.7 L
240	RME-12	BAY (B7D) Race ME Race Tuner, 2012 6.7 Cummins	Tuning - Emissions Equipment-Removed Calibration	2007-2012 Dodge Ram - Cummins 6.7 L
241	RME-P-10	BAY (B7D) Race ME Pro Race Tuner, 2010-2012 6.7 Cummins	Tuning - Emissions Equipment-Removed Calibration	2007-2012 Dodge Ram - Cummins 6.7 L
242	RME-Pro	BAY (B7D) Race ME Pro Race Tuner, 2007.5-2009 6.7 Cummins	Tuning - Emissions Equipment-Removed Calibration	2007-2012 Dodge Ram - Cummins 6.7 L
243	RME-Ultra	Bay (B6D) Race ME Race Tuner, 2007.5-2015 Dodge Cummins 6.7L, Unlocks 2013+, Supports 2007.5-201...	Tuning - Emissions Equipment-Removed Calibration	Multiple Vehicle/Engine Models
244	SDT-6.4 PHLX	2008-2010 Spartan Diesel Technologies Phalanx Tuner (40HP, 75HP, 120HP, 150HP, 175HP, 210HP, 210...	Tuning - Emissions Equipment-Removed Calibration	2008-2010 Ford F250/350 - Powerstroke 6.4 L

APPENDIX A: Identified Subject Products

Row #	Product Name	Example Product Description	Product Type	Vehicle Application Group
245	SDT-6.7 NGAUGE	BAY (B7B) 2011-2016 Ford 6.7L Spartan Diesel nGauge Tuner - DPF OFF RACE TUNES	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
246	SDT-6.7 PHLX	Bay (B8B) 2011-12 or 2013-16 Spartan Diesel Phalanx Tuner (40HP, 80HP, 120HP, 165HP, 200HP + 50HP...	Tuning - Emissions Equipment-Removed Calibration	2011+ Ford F250/350 - Powerstroke 6.7 L
247	DHD-293-108	LML Duramax Diesel Grid Heater & Throttle Valve Delete Plate	Throttle Valve Delete	2011+ Chevy/GMC - LML Duramax 6.6 L
248	GDP-07510-350-BTVD	'07.5-'16 6.7L Mega-Flo Billet Throttle Valve	Throttle Valve Delete	Multiple Vehicle/Engine Models
249	GDP-07510-350-TVD	'07.5-'17 6.7L Big Bore Throttle Valve	Throttle Valve Delete	Multiple Vehicle/Engine Models
250	SIN-SD-TVD-6.7C	6.7L Cummins Throttle Valve Delete	Throttle Valve Delete	Multiple Vehicle/Engine Models

APPENDIX B

NOTICE TO THIRD PARTY RESELLERS AND CUSTOMERS

Dear Reseller/Customer,

We are writing to make you aware of important changes to the type of products and services sold by River City Diesel LLC, RCD Performance LLC, and Midwest Truck and 4WD Center, LLC (collectively RCD). According to our records, you purchased certain RCD aftermarket performance products. For purposes of this letter, these products are herein referred to as “Subject Products.”

As you may already know, starting in 2019, RCD began suspending all manufacturing and sale of Subject Products. RCD suspended those sales because the U.S. EPA alleged that the manufacture and sale of Subject Products violated the Clean Air Act’s prohibition on 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. *See* 42 U.S.C. § 7522(a)(3). Emissions control devices include the diesel particulate filters (DPFs), exhaust gas recirculation (EGRs) systems, catalysts, and onboard diagnostic system. Motor vehicle emissions controls are important for the protection of public health and the environment.

RCD recently entered into a civil judicial settlement with the United States regarding the manufacture, sale, offer for sale and installation of Subject Products. Although RCD has not admitted liability for violating the Clean Air Act, as part of its settlement with the United States Environmental Protection Agency, RCD has agreed to, among other things:

1. No longer manufacture, sell, offer to sell, or install these Subject Products or other products 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. No longer providing technical support (including user manuals, telephone support, online/chat support, YouTube videos, and warranty support) for these Subject Products; and
3. No longer support warranty claims pertaining to any of these Subject Products.

As part of the resolution of this litigation, RCD has also agreed to send you this notice.

APPENDIX C

NOTICE TO EMPLOYEES

TO: All Officers, Directors, and Employees of River City Diesel LLC, RCD Performance LLC, Midwest Truck and 4WD Center, LLC,

River City Diesel LLC, RCD Performance LLC, and Midwest Truck and 4WD Center, LLC (collectively RCD), have entered into a civil judicial settlement with the United States regarding the manufacture, sale, offer for sale and installation of certain automotive parts and components, including (but not limited to) products identified in the attached list and herein 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 Environmental Protection Agency, RCD has agreed to, among other things:

1. No longer manufacture, sell, offer to sell, or install these Subject Products or other products 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. No longer providing technical support (including user manuals, telephone support, online/chat support, YouTube videos, and warranty support) for these Subject Products; and
3. 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.

Clean Air Act - 42 U.S. Code Section 7522

(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 - STOP SALE AGREEMENT

For Settlement Purposes Only
Subject to Fed. R. Evid. 408

Stop Sale Commitment

1. Within the United States, River City Diesel, LLC, RCD Performance, LLC, JL Davis Enterprises, LLC, Midwest Truck and 4WD Center, LLC, MWT4WD, LLC, RC Distribution, LLC, RCD Auto Parts, LLC, River City Machine, LLC (collectively, the "Companies"), and Joshua L. Davis agree not to manufacture, sell, offer for sale, install, or distribute the following categories of products beginning no later than Sept 30 2020
 - a. EGR delete hardware or similar products that physically remove, bypass, disable, or otherwise render inoperative the EGR system;
 - b. Exhaust emission control delete hardware (*i.e.*, any product that physically removes, bypasses, disables, or otherwise renders inoperative the DOC, DPF, NOx Adsorber Catalyst, and/or SCR system); and
 - c. Tuning products that disable or allow removal of stock emission control systems or related OBD protocols or sensors (including, but not limited to, tunes or tuners pre-loaded with tunes that disable or allow the removal of stock emission control systems without illuminating a malfunction indicator lamp, prompting any diagnostic trouble code, or triggering any engine derating, or blank tuners sold with hardware delete kits).
2. Consistent with EPA's June 25, 1974 Interim Tampering Enforcement Policy ("Memo 1A"), available at <https://www.epa.gov/enforcement/interim-tampering-enforcement-policy-memo-1a-june-25-1974>, the Companies and Joshua L. Davis may continue to manufacture, market, sell, and install products that they have "a reasonable basis for knowing . . . will not adversely affect emissions performance" as those terms are defined in Memo 1A or in a future update to Memo 1A issued by EPA, if any. The Companies and Joshua L. Davis shall be deemed to have a "reasonable basis for knowing" that products with Executive Orders from the California Air Resources Board "will not adversely affect emissions performance."
3. Not later than September 15, 2020 and every three months thereafter until this matter is formally resolved, the Companies and Joshua L. Davis will provide the United States with the attached certification of compliance, including a report of any non-compliance with this agreement. The certification must include a statement attesting to the truthfulness and accuracy of the report signed under penalty of perjury.
4. At the United States' request, the Companies and Joshua L. Davis agree to this commitment as part of ongoing civil settlement negotiations in an effort to explore whether a reasonable resolution is possible in this matter with the United States. The Companies and Joshua L. Davis neither admit, nor deny, any allegation by the United States relating to this commitment, including the lawfulness of prior sales, and reserve any claims and defenses related to this matter and any related matters.

Date

9/3/2020


Joshua L. Davis

APPENDIX E

DEFENDANTS' FINANCIAL INFORMATION

Defendants provided, and the United States reviewed, the following information regarding the ability to pay a civil penalty in this matter:

1. Tax returns for:
 - a. Defendant Joshua Davis for 2015, 2016, 2017, 2018, 2019 and 2020;
 - b. JL Davis Enterprises, LLC (a business owned by Defendant Joshua Davis) for 2018, 2019, and 2020;
 - c. Midwest Truck and 4WD Center, LLC (a business owned by Defendant Joshua Davis) for 2018, 2019, and 2020;
 - d. Patriot Systems (a business owned by Defendant Joshua Davis) for 2017 and 2018;
 - e. RC Distribution, LLC (a business owned by Defendant Joshua Davis) for 2018, 2019, and 2020;
 - f. RCD Auto Parts, LLC (a business owned by Defendant Joshua Davis) for 2018, 2019, and 2020;
 - g. RCD Performance, LLC (a business owned by Defendant Joshua Davis) for 2018, 2019, and 2020;
 - h. River City Diesel, LLC (a business owned by Defendant Joshua Davis) for 2015, 2016, 2017, and 2018; and
 - i. River City Machine, LLC (a business owned by Defendant Joshua Davis) for 2018, 2019, and 2020.

2. In addition to the above tax information, the following financial information was provided and reviewed:
 - a. Joshua Davis Financial Data Request Form;
 - b. JL Davis Enterprises, LLC and Related Entities Statement of Operations for 2021;
 - c. Ability to pay analysis of Joshua Davis and Related Companies conducted by defendants' expert, and related exhibits;
 - d. Fixed asset purchases and depreciation records for JL Davis Enterprises, LLC for 2008 through 2021;
 - e. Bank statements and loan documents;
 - f. Property tax information;
 - g. Corporate records and histories;
 - h. Insurance records;
 - i. Real estate leases and trust agreements;
 - j. Business invoices; and
 - k. Shareholder meeting minutes.

3. Finally, the United States accessed publicly available information in assessing the Defendants' ability to pay a civil penalty in this matter, including:
 - a. Cost of living and basic demographic information;
 - b. Online resources for estimating income tax liabilities;
 - c. Local real estate records relevant to properties owned by Joshua Davis; and
 - d. Financial data reports for relevant industry sectors.