

CLEAN AIR ACT VEHICLE AND ENGINE EXPEDITED SETTLEMENT AGREEMENT

ESA NO. EPA-5-21-ESA-02

Respondent:

Porter Truck Sales, L.P.
135 McCarty Street
Houston, Texas 77029; and
1200 N. Hwy 310 at I-45
Hutchins, Texas 75141

1. The parties enter into this Clean Air Act Vehicle and Engine Expedited Settlement Agreement (Agreement) in order to settle the civil violation(s) discovered as a result of the investigation specified in Table 1, attached, and incorporated into this Agreement by reference. The civil violation(s) that are the subject of this Agreement are described in Table 2, attached, incorporated into the Agreement by reference, regarding the vehicle(s)/engine(s) specified therein.
2. Respondent admits to being subject to the Clean Air Act (CAA) and its associated regulations and that the United States Environmental Protection Agency (EPA) has jurisdiction, pursuant to CAA Section 205(c)(1), 42 U.S.C. § 7524(c)(1), over the Respondent and the Respondent's conduct described in Table 2. Respondent neither admits nor denies the findings detailed therein, and waives any objections Respondent may have to EPA's jurisdiction.
3. Respondent certifies that payment of the penalty has been made in the amount of **\$36,036**. Respondent has followed the instructions in "CAA Vehicle and Engine Expedited Settlement Agreement Instructions," attached, incorporated into this Agreement by reference. Respondent certifies that the required remediation, specified in Table 3 and incorporated into this Agreement by reference, has been carried out.
4. By its first signature below, EPA approves the findings resulting from the investigation and alleged violation(s) set forth in Table 1 and Table 2. Upon signing and returning this Agreement to EPA, Respondent consents to the terms of this Agreement without further notice. Respondent acknowledges that this Agreement is binding on the parties signing below, and becomes effective on the date of the EPA Delegated Official's ratifying signature.
5. The parties' consent to service of this Agreement by electronic delivery at the Respondent's e-mail noted below.

APPROVED BY RESPONDENT:

Name

(print):

Robert C Porter

Email (print):

bporter@portertsk.com

Title (print):

Partner

Date:

6-15-21

Signature:

Robert C Porter

APPROVED BY EPA:

**MICHAEL
HARRIS**

Digitally signed by
MICHAEL HARRIS
Date: 2021.06.24
10:51:51 -05'00'

Delegated Official: Michael D. Harris, Division Director, ECAD, EPA Region 5

Table 1 – Investigation Summary	
Investigation Date(s):	ESA Number:
May 11, 2020	EPA-5-21-ESA-02
Respondent:	EPA Inspector(s) Name(s):
Porter Truck Sales, L.P.	Daniel Schaufelberger, Ethan Chatfield
Respondent Location(s):	EPA Approving Official:
135 McCarty Street Houston, Texas 77029; and	Michael D. Harris
1200 N. Hwy 310 Hutchins, Texas 75141	EPA Enforcement Contact(s):
	Daniel Schaufelberger, Enforcement Officer (312) 886-6814, schaufelberger.daniel@epa.gov

Table 2 - Description of Violations and Vehicles/Engines					
<p>EPA obtained evidence that Porter Truck Sales, L.P. (Respondent) tampered with the vehicles/engines listed below. EPA also obtained evidence that Respondent installed, sold, and/or offered for sale the defeat devices/products listed below which rendered inoperative emission control systems on EPA-certified motor vehicles/engines. It is a violation of Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A) to tamper with EPA-certified vehicles and engines. It is a violation of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B) to sell, offer for sale, and/or install defeat device intended for use with EPA-certified motor vehicles and engines. Based on information summarized below, EPA finds that Respondent has committed at least 33 violations of Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A), and 11 violations of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B)</p>					
Tampered Motor Vehicle/Engine Violation(s)					
Invoice Date(s)	Model Year	Make	Model	Engine	Tampered Emission Parts or Components
1/17/2020	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
5/22/2020	2013	Freightliner	Cascadia	Detroit Diesel DD15	ECM, EGR, DPF
6/3/2019	2011	Peterbilt	Unknown	Paccar	ECM, EGR, DPF
6/3/2019	2012	Peterbilt	Unknown	Paccar	ECM, EGR, DPF
10/9/2019	2013	Westerstar	4900	Detroit Diesel DD13	ECM, EGR, DPF
6/21/2019	2014	Freightliner	Cascadia	Detroit Diesel DD15	ECM, EGR, DPF
4/29/2019	2014	International	Prostar	ISX	ECM, EGR, DPF
8/2/2019	2013	Freightliner	Cascadia 125	Detroit Diesel DD15	ECM, EGR, DPF
12/14/2018	2012	Freightliner	Cascadia 125	Detroit Diesel DD15	ECM, EGR, DPF
11/8/2018	2012	Freightliner	Cascadia 125	Detroit Diesel DD15	ECM, EGR, DPF
11/13/2018	2006	Freightliner	Century	DET	ECM, EGR, DPF
9/13/2018	2012	International	Prostar	Maxxforce	ECM, EGR, DPF

5/17/2018	2011	Freightliner	Cascadia	Detroit Diesel DD15	ECM, EGR, DPF
7/11/2018	2012	Kenworth	T660	ISX	ECM, EGR, DPF
3/8/2018	2012	Freightliner	Cascadia 125	Detroit Diesel DD15	ECM, EGR, DPF
6/29/2018	2009	Freightliner	Columbia	Detroit Diesel DD15	ECM, EGR, DPF
7/20/2018	2012	Freightliner	Cascadia 125	Detroit Diesel DD15	ECM, EGR, DPF
10/12/2018	2012	Freightliner	Cascadia 125	Detroit Diesel DD15	ECM, EGR, DPF
10/12/2018	2012	Freightliner	Cascadia	Detroit Diesel DD15	ECM, EGR, DPF
11/14/2018	2011	Westerstar	4900	Detroit Diesel DD15	ECM, EGR, DPF
9/20/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
10/19/2017	2012	Freightliner	Unknown	Cummins	ECM, EGR, DPF
3/2/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
3/17/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
3/17/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
5/24/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
7/4/2017	2008	Freightliner	Cascadia	DET	ECM, EGR, DPF
7/11/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
7/24/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
7/24/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
6/29/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
8/7/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF
8/11/2017	2012	International	Prostar	Maxxforce	ECM, EGR, DPF

Defeat Device Violation(s)

Defeat Device Description	Make	Part #	Quantity	Sold, installed, and/or offered for sale?	Date Range
ECM Tune/EGR Block Plates	DSI	M13 Tune, MF1&MF2	3	Sold, installed, and offered for sale	9/20/2017, 9/13/2018, 1/17/2020
ECM Tune/EGR Block Plates	DSI	PC10 Tune, PC1B&PC2 A	2	Sold, installed, and offered for sale	6/3/2019
ECM Tune/EGR Block Plates	DSI	DD13 Tune, DD1, DD2, & DD#	1	Sold, installed, and offered for sale	10/9/2019
ECM Tune/EGR Block Plates	DSI	DD15 Tune, DD1	1	Sold, installed, and offered for sale	12/14/2018
ECM Tune/EGR Block Plates	DSI	DD15 Tune, DD1, DD2, & DD3	2	Sold, installed, and offered for sale	12/14/2018, 5/17/2018
ECM Tune/EGR Block Plates	DSI	DDEC5-S60 Tune, D1	1	Sold, installed, and offered for sale	11/13/2018
ECM Tune/EGR Block Plates	DSI	Cummins Tune, ISC1 & ISC2	1	Sold, installed, and offered for sale	10/19/2017

Table 3 - Penalty and Required Remediation

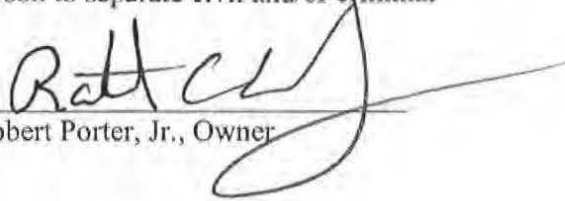
Penalty	\$36,036
Required Remediation	In addition to paying the monetary penalty, Respondent must cease and refrain from selling, or installing any device that defeats, bypasses, or otherwise renders inoperative an emission component of any motor vehicle or engine regulated by EPA. Respondent must cease and refrain from tampering with emission control systems on EPA-certified motor vehicles and engines. Respondent certifies that it has reviewed EPA's November 23, 2020 "EPA Tampering Policy - The EPA Enforcement Policy on Vehicle and Engine Tampering and Aftermarket Defeat Devices under the Clean Air Act."

Porter Truck Sales, L.P.

Statement Documenting Required Remediation

Respondent, Porter Truck Sales, L.P. affirmatively states that:

- 1) Respondent has ceased and will refrain from manufacturing, selling, offering to sell, or installing any part or component that bypasses, defeats, or renders inoperative any device or element of design installed on or in a vehicle or engine regulated by EPA (defeat devices);
- 2) Respondent has ceased and will refrain from removing or rendering inoperative any emissions control device or element of design installed on or in a vehicle or engine regulated by EPA (tampering);
- 3) Respondent has ceased and will refrain from providing any technical support or maintenance for, or repair of, any defeat devices for use with motor vehicles or motor vehicle engines;
- 4) Respondent has removed all defeat devices from all vehicles and engines owned or operated by Respondent and returned the ECM of each vehicle and engine to factory settings;
- 5) Respondent has permanently destroyed or returned to the manufacturer all defeat devices in its inventory and/or possession; and
- 6) Respondent has removed from their webpages and social media platform(s) all advertisements, photos, videos, and information that relate to performing tampering and/or manufacturing, selling, offering to sell, and/or installing defeat devices except advertisements, photos, videos, or information relating to how to comply with the CAA.
- 7) Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this CAFO, including information about Respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondent is aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.


Robert Porter, Jr., Owner

CAA VEHICLE AND ENGINE EXPEDITED SETTLEMENT AGREEMENT INSTRUCTIONS

Within 30 days from your receipt of the Agreement, you must pay the penalty as described below:

Payment method 1 – Preferred (electronic): Pay online through the Department of the Treasury using WWW.PAY.GOV. In the Search Public Form field, enter SFO 1.1, click EPA Miscellaneous Payments - Cincinnati Finance Center and complete the SFO Form Number 1.1. The payment shall be identified in the online system with Docket Number listed below.

On the same day after submitting your payment, send an email to cinwd_acctsreceivable@epa.gov and the EPA Enforcement Contact in Table 1. Include in the subject line: "Payment Confirmation for Porter Truck Sales, L.P. ESA # EPA-5-21-ESA-02." Attach a copy of the Agreement and your payment receipt to the email.

Payment method 2 (check): Mail, via CERTIFIED MAIL, a certified check payable to the United States of America marked with Porter Truck Sales, L.P. and the ESA Number listed below, with a copy of the Agreement to:

U. S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000
Attn: ESA # EPA-5-21-ESA-02

Within 30 days from your receipt of the Agreement, you must email the EPA Enforcement Contact in Table 1 a scanned copy of the original signed Agreement, the documentation of your Required Remediation corrective action(s) taken, and proof of payment (meaning, as applicable, a photocopy of the original certified penalty check or confirmation of electronic payment). If you prefer to mail this information via CERTIFIED MAIL, you may contact EPA at the number listed below to arrange (Note that mailed information must be postmarked within 30 days of your receipt of the Agreement).

If you have any questions or would like to request an extension due to extraordinary circumstances, you may contact the EPA Enforcement Contact in Table 1. EPA will consider whether to grant an extension on a case-by-case basis where appropriate justification is provided. EPA will not accept or approve any Agreement returned more than 30 days after the date of your receipt of the Agreement unless an extension has been granted by EPA. If you believe that the alleged violations are without merit (and you can provide evidence contesting the allegations), you must provide such information to EPA as soon as possible but no later than 30 days from your receipt of the Agreement.

Unless an extension has been granted in writing by EPA, if you do not sign and return the Agreement with proof of payment of the penalty amount and a report detailing your corrective action(s) within 30 days of your receipt of the Agreement, the Agreement is automatically withdrawn, without prejudice to EPA's ability to file an enforcement action for the above or any other violations. Failure to return the Agreement within the approved time does not relieve you of the responsibility to comply fully with the regulations, including correction of the violations specifically identified in the enclosed Tables. If you choose not to enter into this Agreement and fully comply with its terms, EPA may pursue more formal enforcement measures to correct the violations and seek penalties of up to \$4,876 per violation pursuant to 40 C.F.R. § 19.4.