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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **EASTERN DIVISION**

14 **UNITED STATES OF AMERICA,**

15 **Plaintiff,**

16 **vs.**

17 **ADVANCED FLOW**  
18 **ENGINEERING, INC.,**

19 **Defendant**

20 **Civil Action No. 5:21-cv-01249**

21 **CONSENT DECREE**

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1           WHEREAS, Plaintiff United States of America, on behalf of the  
2 United States Environmental Protection Agency (“EPA”), has filed a Complaint in  
3 this action concurrently with this Consent Decree against Advanced Flow  
4 Engineering, Inc. (“Defendant”) for violations of the Clean Air Act (“CAA”)  
5 related to Defendant’s manufacture, sale and offer to sell aftermarket products that  
6 bypass, defeat, or render inoperative emission controls installed on Motor Vehicles  
7 or Motor Vehicle Engines in violation of Section 203 of the CAA;

8           WHEREAS, Section 203(a)(3)(B) of the CAA, 42 U.S.C. §  
9 7522(a)(3)(B), prohibits any person from manufacturing, selling, offering for sale,  
10 or installing, any part or component intended for use with, or as part of, any Motor  
11 Vehicle or Motor Vehicle Engine, where a principal effect of the part or  
12 component is to bypass, defeat, or render inoperative any device or element of  
13 design installed on or in a Motor Vehicle or Motor Vehicle Engine in compliance  
14 with regulations under Title II of the CAA, and where the person knows or should  
15 know that such part or component is being offered for sale or installed for such use  
16 or put to such use;

17           WHEREAS, the Complaint alleges that Defendant manufactured,  
18 sold, and/or offered to sell numerous subject aftermarket performance products, the  
19 effect of which is to bypass, defeat, or render inoperative a device or element of  
20 design installed on or in Motor Vehicles or Motor Vehicle Engines to control the  
21 emission of pollutants in violation of Section 203(a)(3)(B) of the CAA;

22           WHEREAS, the United States has reviewed Financial Information  
23 regarding Defendant’s financial ability to pay a civil penalty in this action and to  
24 finance the requirements of this Consent Decree. The United States has determined  
25 that Defendant, which currently has approximately 170 employees, has limited  
26 financial ability to pay a civil penalty in this action.  
27  
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1           WHEREAS, Defendant does not admit liability for any violations  
2 alleged in the Complaint;

3           WHEREAS, the United States' Complaint seeks injunctive relief and  
4 the assessment of civil penalties; and

5           WHEREAS, the United States and Defendant (collectively, the  
6 "Parties") recognize, and the Court by entering this Consent Decree finds, that this  
7 Consent Decree has been negotiated by the Parties in good faith and will avoid  
8 litigation between the Parties, and that this Consent Decree is fair, reasonable, and  
9 in the public interest;

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

14                           **I. JURISDICTION AND VENUE**

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

18           2.     Venue in this Court is proper pursuant to Sections 204 and 205 of the  
19 CAA, 42 U.S.C. §§ 7523 and 7524, and 28 U.S.C. §§ 1391(b) and 1395(a). For  
20 purposes of this Consent Decree, or any action to enforce this Decree, Defendant  
21 consents to the Court's jurisdiction over this Decree or such action and over it, and  
22 consents to venue in this judicial district. For purposes of this Consent Decree,  
23 Defendant agrees that the Complaint states claims upon which relief may be  
24 granted pursuant to Sections 203, 204, and 205 of the CAA, 42 U.S.C. §§ 7522,  
25 7523, and 7524.

1 **II. APPLICABILITY**

2 3. The obligations of this Consent Decree are binding upon the United  
3 States, and apply to and are binding upon Defendant and any other entity majority-  
4 owned or operated by Defendant that is engaged in selling or manufacturing the  
5 Subject Products and on any successors, assigns or other entities or persons  
6 otherwise bound by law.

7 4. No transfer of ownership or operation of any of Defendant's business,  
8 whether in compliance with the procedures of this Paragraph or otherwise, shall  
9 relieve Defendant of its obligation to ensure that the terms of the Decree are  
10 implemented unless (a) the transferee agrees to undertake the obligations required  
11 by this Decree and to be substituted for the Defendant as a Party under the Decree  
12 and thus be bound by the terms thereof, (b) the United States consents to relieve  
13 Defendant of its obligations, and (c) the Court approves the substitution. The  
14 United States may refuse to approve the substitution of the transferee for any  
15 Defendant if it determines that the proposed transferee does not have the financial  
16 or technical ability to comply with the requirements of the Decree. At least 30  
17 Days prior to any transfer of ownership or operation of any of Defendant's  
18 business, Defendant shall provide a copy of this Consent Decree to the proposed  
19 transferee and shall simultaneously provide written notice of the prospective  
20 transfer, together with a copy of the proposed written agreement, to EPA and to the  
21 United States in accordance with Section XIII (Notices). Any attempt to transfer  
22 ownership or operation of any Defendant's business, without complying with this  
23 Paragraph, constitutes a violation of this Decree.

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

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

### 8 **III. DEFINITIONS**

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

14 a. “Auxiliary Emission Control Device” or “AECD” shall mean  
15 any element of design of a Motor Vehicle or Motor Vehicle Engine that senses  
16 temperature, motive speed, engine RPM, transmission gear, or any other parameter  
17 for the purpose of activating, modulating, delaying, or deactivating the operation of  
18 any part of a Motor Vehicle’s emission control system. *See* 40 C.F.R. § 1037.801.

19 b. “Authorized Dealer” means any distributor authorized by  
20 Defendant to sell Products.

21 c. “CAA” means the Clean Air Act, as amended, 42 U.S.C. §  
22 7401 *et seq.*

23 d. “CARB Executive Order” or “CARB EO” means an official  
24 exemption issued by the California Air Resources Board (“CARB”) exempting an  
25 aftermarket Product from the prohibitions of Section 27156 of the California  
26 Vehicle Code.

27 e. “Complaint” means the complaint filed by the United States in  
28

1 this action.

2 f. “Consent Decree” or “Decree” means this Consent Decree and  
3 all appendices attached hereto and identified in Section XXIV.

4 g. “Date of Lodging” means the day that this Consent Decree was  
5 lodged with the Court for public comment pursuant to Section XVIII.

6 h. “Day” means a calendar day unless expressly stated to be a  
7 business day. In computing any period of time under this Consent Decree, where  
8 the last day would fall on a Saturday, Sunday, or federal holiday, the period shall  
9 run until the close of business of the next business day.

10 i. “Defendant” means Advanced Flow Engineering, Inc. an S  
11 corporation with its principal place of business in Corona, California.

12 j. “Diesel Oxidation Catalyst” or “DOC” means any oxidation  
13 catalyst used to reduce emissions from diesel-fueled vehicles and equipment,  
14 including all hardware, components, parts, sensors, subassemblies, software,  
15 AECDs, calibrations, and other Emission-related Elements of Design that  
16 collectively constitute the system for implementing this emissions control strategy.

17 k. “Diesel Particulate Filter System” or “DPF” means all  
18 hardware, components, parts, sensors, subassemblies, software, AECDs,  
19 calibrations, and other Emission-related Elements of Design that collectively  
20 constitute the system for controlling emissions of particulate matter by trapping  
21 such particulates in a filter and periodically oxidizing them through thermal  
22 regeneration of the filter.

23 l. “Effective Date” shall have the definition provided in  
24 Section XIV.

25 m. “Emissions-Related Calibrations” means software calibrations  
26 programed and installed by the OEM in Motor Vehicles and/or Motor Vehicle  
27 Engines for parameters that can affect emissions including but not limited to the  
28

1 following calibrations:

- 2 i. calibrations for parameters that affect the operation of the  
3 EGR System including EGR flowrate and EGR cooler  
4 bypassing;
- 5 ii. calibrations for parameters that affect the operation of the  
6 DPF, DOC, SCR, and/or or NAC;
- 7 iii. calibrations for parameters that affect engine combustion,  
8 performance, and operation, including air-fuel ratio, fuel  
9 injection timing, fuel quantity, fuel injection pulse width,  
10 fuel injection pressure, fuel injection mass, multiple  
11 injection patterns, open loop/closed loop functionality  
12 and control, ignition control – (spark timing), boost  
13 pressure, limiters (fuel, torque, smoke, etc.), manifold  
14 pressure, camshaft timing, electronic throttle control,  
15 engine air flow characteristics, mass air flow rate,  
16 turbocharger/supercharger air flow, and other parameters  
disclosed on the certificate of conformity (“COC”) which  
are elements of the OEM’s strategy to control the  
formation of pollutants in the engine; and
- iv. calibrations for parameters that affect OBD detection,  
warning and recording of malfunctions.

17 n. “Emissions-related Elements of Design” means any part,  
18 device, computer software, electronic control system, computer logic, calibration  
19 installed on or in a Motor Vehicle or Motor Vehicle Engine by an OEM for the  
20 purpose of controlling emissions or which must function in accordance with the  
21 OEM’s design to assure continued vehicle emission compliance. Emissions-  
22 related Elements of Design include but are not limited to:

- 23 i. The EGR system;
- 24 ii. DOCs;
- 25 iii. The SCR system;
- 26 iv. DPFs;
- 27 v. NAC;



- vi. The OBD system;
- vii. Diagnostic Trouble Codes;
- viii. Oxygen sensors;
- ix. NO<sub>x</sub> sensors;
- x. Ammonia sensors;
- xi. PM sensors;
- xii. Urea quality sensors;
- xiii. Exhaust gas temperature sensors;
- xiv. DPF differential pressure sensor;
- xv. AECs;
- xvi. Emissions-Related Calibrations;
- xvii. The routing of crankcase emissions to the engine; and
- xviii. All other parts, devices or elements of design installed in compliance with Title II of the CAA and its regulations.

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

p. “Exempt Product” means a Product that is exempt from requirements of this Consent Decree because it is (1) a Product that is listed on Appendix B, or (2) a Product that meets the requirements in Appendix C.

q. “Exhaust Gas Recirculation” or “EGR” or “EGR System” means all hardware, components, parts, sensors, subassemblies, software, AECs, calibrations and other Emission-related Elements of Design that collectively constitute the system for controlling NO<sub>x</sub> 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.

r. “Financial Information” means the documentation identified in

1 Appendix D, which was submitted to the United States by Defendant and as to  
2 which Defendant asserts includes Confidential Business Information.

3 s. “Identified Subject Products” means the Motor Vehicle or  
4 Motor Vehicle Engine parts, components, and Products identified in Appendix A.

5 t. “Interest” means the Prime Rate on the date 14 days before the  
6 payment is made.

7 u. “Marketing Materials” means all materials or communications  
8 containing or conveying information that is generated or used by the Defendant, to  
9 discuss, describe, or explain any of Defendant’s Products, in any form, including  
10 but not limited to electronic and hardcopy information used in advertisements,  
11 training materials, online videos (e.g., YouTube), social media webpages (e.g.,  
12 Facebook, Instagram) and user manuals or guides.

13 v. “Motor Vehicle” shall mean any self-propelled vehicle  
14 designed for transporting persons or property on a street or highway.

15 w. “Motor Vehicle Engine” shall mean an internal combustion  
16 engine that powers a Motor Vehicle.

17 x. “NO<sub>x</sub> Adsorber Catalyst” or “NAC” means the strategy for  
18 controlling NO<sub>x</sub> emissions from partial lean burn gasoline engines and from diesel  
19 engines by adsorbing the NO<sub>x</sub> emissions onto a catalyst substrate during lean  
20 combustion followed by periodic regeneration of the substrate during short, richer-  
21 than-stoichiometric combustion, together with all hardware, components, parts,  
22 sensors, subassemblies, software, AECs, calibrations and other Emission-related  
23 Elements of Design that collectively constitute the system for implementing this  
24 emissions control strategy.

25 y. “On-Board Diagnostics” or “OBD” means the strategy for  
26 monitoring the functions and performance of the emission control system and all  
27 other systems and components that must be monitored under 42 U.S.C. § 7521(m)  
28

1 of the CAA and applicable regulations including 40 C.F.R. §§ 86.007-17, 86.010-  
2 18, 1806-05 for identifying and detecting malfunctions of such monitored systems  
3 and components, and for alerting the driver of such potential malfunctions by  
4 illuminating the malfunction indicator light (“MIL”), together with all hardware,  
5 components, parts, sensors, subassemblies, software, AECs, calibrations and  
6 other Emission-related Elements of Design that collectively constitute the system  
7 for implementing this strategy.

8 z. “Original Equipment Manufacturer” or “OEM” means the  
9 manufacturer responsible for the design and production of a Motor Vehicle or  
10 Motor Vehicle Engine.

11 aa. “Other Subject Products” means any Product that is not an  
12 Exempt Product and that meets any of the following criteria:

- 13 i. any Product that is materially similar in terms of function  
14 to a Product identified in Appendix A;
- 15 ii. any Product that enables or requires the removal of,  
16 overwrites, bypasses, defeats, renders inoperative or  
17 deletes the function of one or more Emission-related  
18 Elements of Design on a Motor Vehicle or Motor Vehicle  
19 Engine;
- 20 iii. any Product intended for use with, or as part of, any  
21 Motor Vehicle, a principal effect of which is to bypass,  
22 defeat, or render inoperative any device or element of  
23 design installed on or in a Motor Vehicle or Motor  
24 Vehicle engine in compliance with regulations under the  
25 CAA.

26 bb. “Paragraph” means a portion of this Decree identified by an  
27 Arabic numeral, including any subparagraphs thereof.

28 cc. “Parties” means the United States and the Defendant.

dd. “Permanently Delete and/or Destroy” means: (1) in the case of  
hardware, to crush the device and all of its parts or components to render them

1 useless; and (2) in the case of software, tunes, calibrations or other programming,  
2 to completely and permanently erase all programming and information.

3 ee. “Product” means any part or component (including hardware,  
4 software, tunes, programming, calibrations, or a device on which such software,  
5 tunes, calibrations or other programming resides) intended for use with, or as part  
6 of, a Motor Vehicle or Motor Vehicle Engine.

7 ff. “Section” means a portion of this Decree identified by a roman  
8 numeral, including all Paragraphs thereunder.

9 gg. “Selective Catalytic Reduction System” or “SCR” means all  
10 hardware, components, parts, sensors, sub-assemblies, software, AECDS,  
11 calibrations, and other elements of design that collectively constitute the system for  
12 controlling NO<sub>x</sub> emissions through catalytic reduction using an ammonia-based  
13 diesel exhaust fluid (“DEF”) as the reducing agent, including without limitation all  
14 hardware, components, parts, sensors, subassemblies, software, AECDS,  
15 calibrations, and other Emission-related Elements of Design that collectively  
16 constitute the system for implementing this emissions control strategy including  
17 but not limited to (1) the DEF storage tank; (2) the DEF injectors, (3) the dosing  
18 control unit, and (4) the SCR catalysts assembly.

19 hh. “Subject Products” means, collectively, all “Identified Subject  
20 Product(s)” and all “Other Subject Product(s).”

21 ii. “Technical Support” means a range of services offered by  
22 Defendant to customers or dealers involving the provision of assistance or advice  
23 on the use, installation, or repair of Products. Technical Support includes, but is  
24 not limited to, Product owners and user’s manuals and answers to specific  
25 questions provided by phone, on-line, and in person.

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

1 **IV. CIVIL PENALTIES**

2 8. Defendant provided Financial Information, which is generally  
3 described in Appendix D, that demonstrates that Defendant has a limited ability to  
4 pay civil penalties at this time. Defendant shall pay, in two installments, the sum  
5 of \$250,000 as civil penalties, together with Interest accruing from the Date of  
6 Lodging. The first installment shall be paid within 30 Days after the Effective  
7 Date. The second installment shall be paid one year after the Effective Date.

8 9. Defendant shall pay the civil penalties and Interest due by FedWire  
9 Electronic Funds Transfer (“EFT”) to the United States Department of Justice in  
10 accordance with written instructions to be provided to Defendant, following entry  
11 of the Consent Decree, by the Financial Litigation Unit (“FLU”) of the United  
12 States Attorney’s Office for the Middle District of North Carolina. The payment  
13 instructions provided by the FLU will include a Consolidated Debt Collection  
14 System (“CDCS”) number, which Defendant shall use to identify all payments  
15 required to be made in accordance with this Consent Decree. The FLU will  
16 provide the payment instructions to:

17 Adam M. Kushner  
18 Hogan Lovells LLP  
19 555 Thirteenth Street, NW  
20 Washington, DC 20004  
[adam.kushner@hoganlovells.com](mailto:adam.kushner@hoganlovells.com)

21 on behalf of Defendant. Defendant may change the individual to receive payment  
22 instructions on its behalf by providing written notice of such change to the United  
23 States and EPA in accordance with Section XIII (Notices).

24 10. At the time of payment, Defendant shall send notice that payment has  
25 been made: (i) to EPA via email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov) or via regular  
26 mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive,  
27 Cincinnati, Ohio 45268; (ii) to the United States via email or regular mail in  
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1 accordance with Section XIII (Notices); and (iii) to EPA in accordance with  
2 Section XIII. Such notice shall state that the payment is for the civil penalties  
3 owed pursuant to the Consent Decree in *United States v. Advanced Flow*  
4 *Engineering, Inc.* and shall reference the civil action number, CDCS Number, and  
5 DOJ case number 90-5-2-1- 12079.

6 11. Acceleration of Payments.

7 a. Defendant shall have the option (at its sole discretion) to pay  
8 any of the amounts required by Paragraph 8 above before they are due. Any such  
9 pre-payment shall include the accrued but unpaid Interest calculated in accordance  
10 with Paragraph 8 above.

11 b. If the Defendant fails to pay any payment required by  
12 Paragraph 8 above by the required due date, all remaining payments and all  
13 accrued Interest shall become due immediately upon such failure. Interest shall  
14 continue to accrue on any unpaid amounts until the total amount due has been  
15 received. Interest required by this Paragraph shall be in addition to any stipulated  
16 penalties owed pursuant to Paragraph 33.

17 c. If there has been a change in control of Defendant in the form  
18 of a takeover bid, tender offer or other merger transaction (however effected), that  
19 has become unconditional in all respects or otherwise effective, under which a  
20 third party or group of parties acting together acquires a majority interest in  
21 Defendant, the United States may elect to accelerate the schedule for all or any of  
22 the payments required by Paragraph 8 in which case the accelerated payments shall  
23 become due and owing 120 Days after service of notice of such election, or any  
24 other time that the Parties may jointly agree upon.

25 d. If the Defendant becomes a debtor in a case filed under Title 11  
26 of the United States Code, 11 U.S.C. 101 et seq., the schedule for all or any of the  
27 payments required by Paragraphs 8 and 11 shall be automatically accelerated and  
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1 become due and owing and shall be paid in the manner specified by Paragraph 9  
 2 unless the Parties agree otherwise.

3 12. Defendant shall not deduct any penalties or Interest paid under this  
 4 Decree in accordance with this Section or Section VII (Stipulated Penalties) in  
 5 calculating federal income tax.

6 **V. COMPLIANCE REQUIREMENTS**

7 13. The following compliance paragraphs apply to all Subject Products.

8 14. Defendant shall comply with Paragraphs 15 through 19 below  
 9 beginning on the dates indicated below for the type of Subject Product indicated,  
 10 and continuing thereafter.

<b>Compliance Date</b>	<b>Types of Subject Products</b>
July 1, 2019	Subject Products on Appendix A Category 1
September 1, 2019	Subject Products on Appendix A Category 2
November 1, 2019	Subject Products on Appendix A Categories 3 and 4
The Effective Date	All Other Subject Products

11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20 15. Defendant shall not manufacture, sell, offer to sell, distribute, or  
 21 install in a Motor Vehicle or Motor Vehicle Engine any Subject Product.

22 16. Defendant shall not remove or render inoperative any Emissions-  
 23 related Element of Design installed on or in a Motor Vehicle or Motor Vehicle  
 24 Engine.

25 17. Notwithstanding the foregoing, if, following the Effective Date, an  
 26 amendment to the CAA or other legislation is enacted into law, or EPA  
 27 promulgates rules that expressly pertain to modifications to Motor Vehicles or  
 28

1 Motor Vehicle Engines and/or the sale of parts or software for the purpose of use  
2 in competition motorsports, this Consent Decree does not prohibit Defendant from  
3 manufacturing, selling, offering to sell, and/or installing Subject Products  
4 consistent with such new statute, or rule and Paragraphs 18 and 21 shall no longer  
5 apply with respect to those Subject Products.

6 18. Other Compliance Requirements. Unless a different date is indicated  
7 below, by no later than the dates set forth in Paragraph 14 above and continuing  
8 thereafter for the types of Subject Products indicated, Defendant shall comply with  
9 the following requirements.

10 a. Deletion and Destruction of Subject Products. Defendant shall  
11 Permanently Delete and/or Destroy all Subject Products in its possession and  
12 control.

- 13 i. Defendant shall provide to EPA (in accordance with  
14 Section XIII (Notices)) a certified statement in  
15 accordance with Paragraph 27 below that all Subject  
16 Products have been destroyed and: (1) as to hardware, a  
17 record of the serial number of each hardware device, if  
18 applicable, that was destroyed and the date of such  
19 destruction; and (2) as to software, tunes, calibrations or  
20 other programming: a description of the software, tunes,  
21 calibrations or other programming that was permanently  
22 erased or deleted and the date of such erasure or deletion  
23 (“Destruction Report”).
- 24 ii. As of the Effective Date, Defendant has provided the  
25 Destruction Reports for Categories 1, 2, 3, and 4. No  
26 later than 30 Days after the Effective Date, Defendant  
27 shall provide the Destruction Report for all other Subject  
28 Products, not included in Categories 1 – 4.
- iii. If Subject Products are returned to aFe after submission  
of the Destruction Reports, aFe will include a Destruction  
Report for those Subject Projects in its semi-annual  
reports required by Paragraph 23.



1           b.     Ceasing Technical Support. Defendant shall permanently cease  
2 offering or making available any Technical Support or other information  
3 (including Marketing Materials) pertaining to the installation, manufacture, sale,  
4 use, or repair of any Subject Product.

5           c.     Denial of Warranty Claims. Defendant shall deny all warranty  
6 claims pertaining to any Subject Product.

7           d.     Notification to Authorized Dealers. No later than 30 Days after  
8 the Effective Date, Defendant shall (a) notify all Authorized Dealers that  
9 Defendant is no longer honoring warranty claims pertaining to any Subject Product  
10 and that Defendant is no longer supplying Technical Support pertaining to the  
11 installation, manufacture, sale, use or repair of any Subject Product; and (b)  
12 instruct all Authorized Dealers to refuse to honor any warranty claims pertaining to  
13 any Subject Product and to refuse to supply any Technical Support or other  
14 information (including Marketing Materials) pertaining to the installation,  
15 manufacture, sale, use, or repair of any Subject Product.

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

22           f.     Revision of Marketing Materials. Defendant shall revise all  
23 Marketing Materials to ensure that such materials do not include any information,  
24 including but not limited to instructions or demonstrations, that pertains or relates  
25 in any way to replacing, overwriting, deleting, bypassing, defeating, or rendering  
26 inoperative any emission control device or Emissions-related Element of Design.  
27  
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1           g.     Notice to all Identified Authorized Dealers and Subject Product  
2 Customers. No later than 30 Days after the Effective Date, Defendant shall  
3 transmit a notice that includes the language specified in Appendix E to (1) each  
4 Authorized Dealer and (2) each known end-use customer to which Defendant sold  
5 an Identified Subject Product on or after January 1, 2013.

6           h.     Notice to Employees. No later than 30 Days after the Effective  
7 Date, Defendant shall post a written notice of applicable Clean Air Act  
8 prohibitions, incorporating language contained in Appendix F to this Decree, in  
9 conspicuous locations where Defendant's officers and employees will regularly  
10 encounter it. These postings must include both hardcopy postings in a physical  
11 location and electronic postings either on-line or via email to those employees with  
12 email accounts.

13           i.     Officers and Employees Forfeit of Subject Products. No later  
14 than 30 Days after the Effective Date, Defendant shall request that each of its  
15 employees and shall require that each of its officers forfeit any Subject Product in  
16 his or her possession, or installed on any Motor Vehicle owned or operated by him  
17 or her or under his or her control, by returning such Subject Product to an  
18 individual designated by Defendant and identified to EPA for such purpose.  
19 Defendant shall Permanently Delete and/or Destroy all such Subject Products  
20 within 30 days of receipt.

21           19.    Notwithstanding the requirements of Paragraphs 18.a-i above,  
22 Defendant and any Authorized Dealers may assist customers in removing any  
23 Subject Products from vehicles on which they were installed and returning such  
24 vehicles to the OEM settings. Defendant and any Authorized Dealers may provide  
25 Technical Support to customers that does not involve the installation, manufacture,  
26 sale, use or repair of Subject Products.  
27  
28

1           20. Training of Employees. No later than 30 Days after the Effective  
2 Date, and continuing on an annual basis thereafter, Defendant shall conduct a  
3 Clean Air Act Compliance Training Program for all officers, employees,  
4 contractors and consultants whose responsibilities involve the manufacture,  
5 marketing, repair, or sale of exhaust or tuning Products and those who supervise  
6 such employees (hereinafter “trainees”). Prior to the first program, Defendant shall  
7 provide a copy of all training materials to EPA for comment. The Training  
8 Program shall:

- 9           a. Include detailed information regarding:
- 10                 i. The Compliance Requirements set forth in Section V of  
11 this Consent Decree;
- 12                 ii. The acts prohibited by Section 203(a)(3) of the CAA, 42  
13 U.S.C. § 7522(a)(3), including the statutory language of  
14 Section 203(a)(3);
- 15                 iii. The categories of potentially liable persons under the  
16 CAA, including individuals;
- 17                 iv. The relevant maximum civil penalties for each violation  
18 of Section 203(a)(3)(A) and 203(a)(3)(B), as adjusted for  
19 inflation in 40 C.F.R. Part 19; and
- 20                 v. The acts prohibited by Section 113(c)(2) of the CAA, 42  
21 U.S.C. § 7413(c)(2), including the statutory language of  
22 that Section and the criminal penalties set forth therein.
- 23           b. Be conducted in person;
- 24           c. Provide the trainees with a written summary of all training  
25 content, including the information required in Paragraph 20; and
- 26           d. Require all trainees to acknowledge, in writing, that they  
27 participated in the training session and received a written summary of all content as  
28 required by Paragraph 20.c.

1           21. Beginning on the Effective Date, Defendant shall not;

2           a. possess any ownership or interest in any person or entity that  
3 Defendant knows, or with reasonable diligence should know, manufactures, sells,  
4 offers to sell, distributes or installs in a Motor Vehicle or Motor Vehicle Engine  
5 any Subject Product in the United States;

6           b. assist any person or entity with the manufacture, sell, offer to  
7 sell, distribution, or installation of any Subject Product in a Motor Vehicle or  
8 Motor Vehicle Engine in the United States; or

9           c. earn any income from the distribution or installation of any  
10 Subject Product in a Motor Vehicle or Motor Vehicle Engine in the United States.

11           22. Decree Not a Compliance Determination. Defendant shall not state or  
12 imply in any way that, as a result of this Consent Decree, any of its Products are  
13 covered by a compliance determination (or similar designation) from EPA.

14                           **VI. REPORTING REQUIREMENTS**

15           23. By January 31<sup>st</sup> and July 31<sup>st</sup> of each year after the Effective Date, and  
16 continuing on a semi-annual basis until termination of this Decree, and in addition  
17 to any other express reporting requirements of this Decree, Defendant shall submit  
18 a semi-annual progress report for the preceding six months. The semi-annual  
19 progress report shall include, but is not limited to, the following:

20           a. A statement regarding the status of the payment of (i) the civil  
21 penalties and associated Interest pursuant to Section IV and (ii) any stipulated  
22 penalties owing pursuant to Section VII;

23           b. A complete copy of any CARB EO application submitted  
24 during the reporting period for any Product manufactured or offered for sale by  
25 Defendant, including all emission test data;

26           c. A complete copy of any CARB EO obtained during the  
27 reporting period;

1 d. As to Subject Products that were Permanently Deleted and/or  
2 Destroyed pursuant to Paragraph 18.a during the reporting period, a list of all  
3 hardware Products, including Product names, type, serial numbers, and date of  
4 destruction; and a list of all software, data, or other information that was  
5 Permanently Deleted and/or Destroyed, including the type of software, data or  
6 other information and the date of destruction or deletion;

7 e. For any product authorized according to Paragraph 17 above  
8 that is manufactured, sold, offered for sale, or installed during the reporting period,  
9 (i) the relevant new law or regulation; (ii) the product name, type, and manufacture  
10 volume and sales volume; (iii) a narrative description of how the product affects  
11 the Motor Vehicle or Motor Vehicle Engine, including what engine parameters or  
12 other calibrations are affected and how the product affects the On-Board  
13 Diagnostics; (iv) a narrative description of why Defendant believes the product is  
14 permitted to be manufactured, sold or offered for sale by the relevant new law or  
15 regulation.

16 f. A list of all Authorized Dealers to whom Defendant provided  
17 instructions pursuant to Paragraph 18.d during the reporting period and a copy of  
18 any such instructions provided;

19 g. A list of all Authorized Dealers and end-use customers to  
20 whom Defendant provided a notification pursuant to Paragraph 18.g during the  
21 reporting period and a copy of any such notification provided;

22 h. A copy of the written notice required to be posted pursuant to  
23 Paragraph 18.h;

24 i. A list of all Products forfeited in accordance with Paragraph  
25 18.i during the reporting period, the name of the individual to whom the Products  
26 were delivered for forfeiture, and documentation of the destruction or deletion of  
27 such Products as set forth in Paragraph 18.a;

1           j.       A list of all officers, employees, contractors and consultants  
2 who participated in the Clean Air Act Compliance Training Program during the  
3 reporting period, pursuant to Paragraph 20 and copies of the training  
4 acknowledgments signed by the participants;

5           k.       A list of the following Products that were manufactured or sold  
6 by Defendant; and the quantities manufactured or sold by Defendant: (1)  
7 Identified Subject Products, (2) Other Subject Products, and (3) Exempt Products  
8 except those listed in Appendix B; and

9           l.       A description of any noncompliance with the requirements of  
10 this Consent Decree (including all Appendices) during the reporting period,  
11 including an explanation of the violation's likely cause and of the specific remedial  
12 steps taken, or to be taken, to resolve and/or minimize such violation, and the  
13 specific steps to be taken to prevent such further violations.

14           24.    If Defendant violates, or has reason to believe that it may violate, any  
15 requirement of this Consent Decree, Defendant shall notify the United States of  
16 such violation and its likely duration, in writing, within 10 business Days of the  
17 Day Defendant first became aware of the violation, with an explanation of the  
18 violation's likely cause and of the specific remedial steps taken, or to be taken, to  
19 prevent or minimize such violation. If the cause of a violation cannot be fully  
20 explained at the time the report is due, Defendant shall so state in the report along  
21 with the reason(s) why the violation cannot be fully explained. Defendant shall  
22 investigate the cause of the violation and shall then submit an amendment to the  
23 report, including a full explanation of the cause of the violation, within 30 Days of  
24 the Day Defendant became aware of the cause of the violation. Nothing in this  
25 Paragraph or the following Paragraph relieves Defendant of the obligation to  
26 provide the notice required by Section VIII (Force Majeure).  
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1           25. Whenever any violation of this Consent Decree or any other event  
2 affecting Defendant's performance under this Decree, may pose an immediate  
3 threat to public health or welfare or to the environment, Defendant shall notify  
4 EPA orally or by electronic means as soon as possible, but no later than 24 hours  
5 after Defendant first knew of the violation or event. This procedure is in addition  
6 to the requirements set forth in the preceding Paragraph.

7           26. All reports shall be submitted to the persons designated in Section  
8 XIII (Notices) and shall include the civil action number of this case and the DOJ  
9 case number, 90-5-2-1-11963.

10           27. Each report or other submission to EPA required by this Consent  
11 Decree shall be signed by an officer of Defendant and include the following  
12 certification:

13  
14           I certify under penalty of law that this document and all attachments  
15 were prepared under my direction or supervision in accordance with a  
16 system designed to assure that qualified personnel properly gather and  
17 evaluate the information submitted. Based on my inquiry of the  
18 person or persons who manage the system, or those persons directly  
19 responsible for gathering the information, the information submitted  
20 is, to the best of my knowledge and belief, true, accurate, and  
21 complete. I have no personal knowledge that the information  
22 submitted is other than true, accurate, and complete. I am aware that  
23 there are significant penalties for submitting false information,  
24 including the possibility of fine and imprisonment for knowing  
25 violations.

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

28           29. The reporting requirements of this Consent Decree do not relieve  
Defendant of any reporting obligations required by the CAA or implementing

1 regulations, or by any other federal, state, or local law, regulation, permit, or other  
 2 requirement.

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

6 **VII. STIPULATED PENALTIES**

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

<b>Consent Decree Violation</b>	<b>Stipulated Penalty Per Violation per Day or Other Measure as Indicated</b>
15 Manufacture, sale, offer to sell, 16 distribution, or installation of any Subject 17 Product, in violation of the requirements 18 of Paragraph 15. 19 20 21 22 23 24	For the first 100 Subject Products, \$2,500 per unit of Subject Product manufactured, sold, or installed, or two times the gross amount received for each unit, whichever is greater. For each Subject Product thereafter, \$4,500 per unit of Subject Product Subject Product manufactured, sold, or installed, or two times the gross amount received for each unit, whichever is greater.
25 Failure to comply with the requirements 26 of Paragraph 18.a (Destruction of All 27 Subject Products) 28	\$500 per Day for the first 15 Days of noncompliance; \$1000 per Day for the 16 <sup>th</sup> through 30 <sup>th</sup> Days of



	noncompliance; and \$2000 per Day thereafter.
Failure to comply with the requirements of Paragraph 18.b (Prohibition on Technical Support for all Subject Products)	\$2,500 per instance of technical support.
Failure to comply with the requirements of Paragraphs 18.c and d (Instruction to Authorized Dealers to Refuse Technical Service and Deny Warranty Claims)	\$350 per Day for the first 15 Days of noncompliance; \$1,000 per Day for the 16 <sup>th</sup> through 30 <sup>th</sup> Days of noncompliance; and \$2,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 18.e (Prohibition on Transfer of Intellectual Property)	\$50,000 per transfer or two times the gross amount received from each transfer, whichever is greater.
Failure to comply with the requirements of Paragraph 18.f (Revision of Marketing Materials)	\$350 per Day for the first 15 Days of noncompliance; \$1,000 per Day for the 16 <sup>th</sup> through 30 <sup>th</sup> Days of noncompliance; and \$2,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 18.g (Notice to all Identified Subject Product Customers)	\$2,000 per customer or Dealer.
Failure to comply with the requirements of Paragraph 18.h (Notice to Employees)	\$350 per Day for the first 30 Days of noncompliance; and \$2,000 per Day thereafter.
Failure to comply with the requirements of Paragraph 18.i (Request/Requirement of Officers and Employees to Forfeit Subject Products)	\$350 per Day for the first 30 Days of noncompliance; and \$4,000 per Day thereafter.
Failure to comply with the requirements of Paragraph 20 (Training of Employees)	\$500 per employee not trained.
Violation of any other requirement of this Consent Decree.	\$350 per Day for the first 30 Days of noncompliance and \$2,500 per Day thereafter.

32. Periodic Reports. If Defendant fails to submit a Semi-Annual Report, or fails to submit a complete Semi-Annual Report, as required by Paragraph 23,

1 Defendant shall pay a stipulated penalty of \$500 per Day for the first 30 Days of  
2 noncompliance and \$2,500 per Day thereafter.

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

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

12 35. Defendant shall pay stipulated penalties to the United States within 30  
13 Days of a written demand by the United States, unless Defendant invokes the  
14 dispute resolution procedures under Section IX (Dispute Resolution) within the 30-  
15 Day period.

16 36. Stipulated penalties shall continue to accrue as provided in  
17 Paragraph 34 during any Dispute Resolution, but need not be paid until the  
18 following:

19 a. If the dispute is resolved by agreement of the Parties or by a  
20 decision of EPA that is not appealed to the Court, Defendant shall pay accrued  
21 penalties determined to be owing, together with Interest, to the United States  
22 within 30 Days of the effective date of the agreement or the receipt of EPA's  
23 decision or order.

24 b. If the dispute is appealed to the Court and the United States  
25 prevails in whole or in part, Defendant shall pay all accrued penalties determined  
26 by the Court to be owing, together with Interest, within 30 Days of receiving the  
27 Court's decision or order, except as provided in subparagraph c, below.

1 c. If any Party appeals the District Court's decision, Defendant  
2 shall pay all accrued penalties determined to be owing, together with Interest,  
3 within 15 Days of receiving the final appellate court decision.

4 37. If Defendant fails to pay stipulated penalties within 30 Days after  
5 receiving the United States' written demand, Defendant shall pay Interest on  
6 unpaid stipulated penalties as follows: (a) if Defendant has timely invoked dispute  
7 resolution such that the obligation to pay stipulated penalties has been stayed  
8 pending the outcome of dispute resolution, Interest accrues from the date stipulated  
9 penalties are due pursuant to Paragraph 36 until the date of payment; and (b) if  
10 Defendant does not timely invoke dispute resolution, Interest accrues from  
11 Defendant's receipt of the written demand pursuant to Paragraph 35 until the date  
12 of payment. Nothing in this Paragraph limits the United States from seeking any  
13 remedy otherwise provided by law for Defendant's failure to pay any stipulated  
14 penalties or Interest.

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

17 39. Defendant shall pay stipulated penalties owing to the United States in  
18 the manner set forth and with the confirmation notices required by Paragraphs 9-  
19 10, except that the transmittal letter shall state that the payment is for stipulated  
20 penalties and shall state for which violation(s) the penalties are being paid.

21 40. The payment of stipulated penalties and/or Interest pursuant to this  
22 Section shall not alter in any way Defendant's obligation to complete the  
23 performance of the requirements of this Consent Decree.

24 41. Stipulated penalties are not the United States' exclusive remedy for  
25 violations of this Consent Decree. Subject to the provisions of Section XI (Effect  
26 of Settlement/Reservation of Rights), the stipulated penalties provided for in this  
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1 Consent Decree shall be in addition to any other rights, remedies, or sanctions  
2 available to the United States for Defendant’s violation of this Decree or applicable  
3 law. Where a violation of this Decree is also a violation of relevant statutory or  
4 regulatory requirements, Defendant shall be allowed a credit, for any stipulated  
5 penalties paid, against any statutory penalties imposed for such violation under the  
6 applicable federal requirement.

7 42. Obligations Prior to the Effective Date. Upon the Effective Date, the  
8 stipulated penalties provisions of this Decree shall be retroactively enforceable  
9 with regard to any and all violations of Section V (Compliance Requirements) that  
10 have occurred prior to the Effective Date of this Decree, provided that stipulated  
11 penalties that may have accrued prior to the Effective Date may not be collected  
12 unless and until this Consent Decree is entered by the Court.

13 **VIII. FORCE MAJEURE**

14 43. “Force majeure,” for purposes of this Consent Decree, is defined as  
15 any event arising from causes beyond the control of Defendant, of any entity  
16 controlled by Defendant, or of Defendant’s contractors, which delays or prevents  
17 the performance of any obligation under this Consent Decree despite Defendant’s  
18 best efforts to fulfill the obligation. The requirement that Defendant exercise “best  
19 efforts to fulfill the obligation” includes using best efforts to anticipate any  
20 potential force majeure event and best efforts to address the effects of any potential  
21 force majeure event (a) as it is occurring and (b) following the potential force  
22 majeure, such that the delay and any adverse effects of the delay are minimized.  
23 “Force Majeure” does not include Defendant’s financial inability to perform any  
24 obligation under this Consent Decree.

25 44. If any event occurs or has occurred that may delay the performance of  
26 any obligation under this Consent Decree, whether or not caused by a force  
27 majeure event, Defendant shall provide notice by electronic transmission to EPA,  
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1 within 72 hours of when Defendant first knew that the event might cause a delay to  
2 the addresses provided in Section XIII (Notices). Within seven Days thereafter,  
3 Defendant shall provide in writing to EPA an explanation and description of the  
4 reasons for the delay; the anticipated duration of the delay; all actions taken or to  
5 be taken to prevent or minimize the delay; a schedule for implementation of any  
6 measures to be taken to prevent or mitigate the delay or the effect of the delay;  
7 Defendant's rationale for attributing such delay to a force majeure event if it  
8 intends to assert such a claim; and a statement as to whether, in the opinion of  
9 Defendant, such event may cause or contribute to an endangerment to public  
10 health, welfare, or the environment. Defendant shall include with any notice all  
11 available documentation supporting the claim that the delay was attributable to a  
12 force majeure. Failure to comply with the above requirements shall preclude  
13 Defendant from asserting any claim of force majeure for that event for the period  
14 of time of such failure to comply, and for any additional delay caused by such  
15 failure. Defendant shall be deemed to know of any circumstance of which  
16 Defendant, any entity controlled by Defendant, or Defendant's contractors knew or  
17 should have known.

18 45. If EPA agrees that the delay or anticipated delay is attributable to a  
19 force majeure event, the time for performance of the obligations under this Consent  
20 Decree that are affected by the force majeure event will be extended by EPA for  
21 such time as is necessary to complete those obligations. An extension of the time  
22 for performance of the obligations affected by the force majeure event shall not, of  
23 itself, extend the time for performance of any other obligation. EPA will notify  
24 Defendant in writing of the length of the extension, if any, for performance of the  
25 obligations affected by the force majeure event.

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

4 47. If Defendant elects to invoke the dispute resolution procedures set  
5 forth in Section IX (Dispute Resolution), it shall do so no later than 15 Days after  
6 receipt of EPA's notice. In any such proceeding, Defendant shall have the burden  
7 of demonstrating by a preponderance of the evidence that the delay or anticipated  
8 delay has been or will be caused by a force majeure event, that the duration of the  
9 delay or the extension sought was or will be warranted under the circumstances,  
10 that best efforts were exercised to avoid and mitigate the effects of the delay, and  
11 that Defendant complied with the requirements of Paragraphs 43 and 44. If  
12 Defendant carries this burden, the delay at issue shall be deemed not to be a  
13 violation by Defendant of the affected obligation of this Consent Decree identified  
14 to EPA and the Court.

15 **IX. DISPUTE RESOLUTION**

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

22 49. Informal Dispute Resolution. Any dispute subject to Dispute  
23 Resolution under this Consent Decree shall first be the subject of informal  
24 negotiations. The dispute shall be considered to have arisen when Defendant sends  
25 the United States a written Notice of Dispute. Such Notice of Dispute shall state  
26 clearly the matter in dispute. The period of informal negotiations shall not exceed  
27 20 Days from the date the dispute arises, unless that period is modified by written  
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1 agreement. If the Parties cannot resolve a dispute by informal negotiations, then  
2 the position advanced by the United States shall be considered binding unless,  
3 within 10 Days after the conclusion of the informal negotiation period, Defendant  
4 invokes formal dispute resolution procedures as set forth below.

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

11       51. The United States shall serve its Statement of Position within 45 Days  
12 of receipt of Defendant's Statement of Position. The United States' Statement of  
13 Position shall include, but need not be limited to, any factual data, analysis, or  
14 opinion supporting that position and any supporting documentation relied upon by  
15 the United States. The United States' Statement of Position shall be binding on  
16 Defendant, unless Defendant files a motion for judicial review of the dispute in  
17 accordance with the following Paragraph.

18       52. Defendant may seek judicial review of the dispute by filing with the  
19 Court and serving on the United States, in accordance with Section XIII (Notices),  
20 a motion requesting judicial resolution of the dispute. The motion must be filed  
21 within 10 Days of receipt of the United States' Statement of Position under the  
22 preceding Paragraph. The motion shall contain a written statement of Defendant's  
23 position on the matter in dispute, including any supporting factual data, analysis,  
24 opinion, or documentation, and shall set forth the relief requested and any schedule  
25 within which the dispute must be resolved for orderly implementation of the  
26 Consent Decree. The motion may not raise any issue not raised in informal dispute  
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1 resolution pursuant to Paragraph 49, unless the Plaintiffs raise a new issue of law  
2 or fact in the Statement of Position.

3 53. The United States shall respond to Defendant's motion within the time  
4 period allowed by the Local Rules of this Court. Defendant may file a reply  
5 memorandum, to the extent permitted by the Local Rules.

6 54. Standard of Review. Except as otherwise provided in this Consent  
7 Decree, in any other dispute brought under Paragraph 50, Defendant shall bear the  
8 burden of demonstrating that its position complies with this Consent Decree, and  
9 that Defendant is entitled to relief under applicable principles of law. The United  
10 States reserves the right to argue that its position is reviewable only on the  
11 administrative record and must be upheld unless arbitrary and capricious.

12 55. The invocation of dispute resolution procedures under this Section  
13 shall not, by itself, extend, postpone, or affect in any way any obligation of  
14 Defendant under this Consent Decree, unless and until final resolution of the  
15 dispute so provides. Stipulated penalties with respect to the disputed matter shall  
16 continue to accrue from the first Day of noncompliance, but payment shall be  
17 stayed pending resolution of the dispute as provided in Paragraph 36. If Defendant  
18 does not prevail on the disputed issue, stipulated penalties shall be assessed and  
19 paid as provided in Section VII (Stipulated Penalties).

20 **X. INFORMATION COLLECTION AND RETENTION**

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

24 a. Monitor the progress of activities required under this Consent  
25 Decree;

26 b. Verify any data or information submitted to the United States in  
27 accordance with the terms of this Consent Decree;



1 c. Inspect records and any Product(s) regulated under Title II of  
2 the CAA or the regulations promulgated thereunder;

3 d. Obtain documentary evidence, including photographs, software,  
4 or other data or information; and

5 e. Assess Defendant's compliance with this Consent Decree.

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

18 58. At the conclusion of the information-retention period provided in the  
19 preceding Paragraph, Defendant shall notify the United States at least 90 Days  
20 prior to the destruction of any documents, records, or other information subject to  
21 the requirements of the preceding Paragraph and, upon request by the United  
22 States, Defendant shall deliver any such documents, records, or other information  
23 to EPA. Defendant may assert that certain documents, records, or other  
24 information is privileged under the attorney-client privilege or any other privilege  
25 recognized by federal law. If Defendant asserts such a privilege, it shall provide  
26 the following: (a) the title of the document, record, or information; (b) the date of  
27 the document, record, or information; (c) the name and title of each author of the  
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1 document, record, or information; (d) the name and title of each addressee and  
2 recipient; (e) a description of the subject of the document, record, or information;  
3 and (f) the privilege asserted by Defendant. However, no documents, records, or  
4 other information created or generated in accordance with the requirements of this  
5 Consent Decree shall be withheld on grounds of privilege.

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

11 **XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

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

15 61. The United States reserves all legal and equitable remedies available  
16 to enforce the provisions of this Consent Decree. This Consent Decree does not  
17 limit the rights of the United States to obtain penalties or injunctive relief under the  
18 CAA or implementing regulations, or under other federal laws, regulations, or  
19 permit conditions, except as expressly specified in Paragraph 60. The United  
20 States further reserves all legal and equitable remedies to address any imminent  
21 and substantial endangerment to the public health or welfare or the environment  
22 arising as a result of Defendant's business or any of Defendant's Products, whether  
23 related to the violations addressed in this Consent Decree or otherwise.

24 62. In any subsequent administrative or judicial proceeding initiated by  
25 the United States for injunctive relief, civil penalties, or other appropriate relief  
26 relating to the Defendant's operations, Defendant shall not assert, and may not  
27 maintain, any defense or claim based upon the principles of waiver, res judicata,  
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1 collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other  
2 defenses based upon any contention that the claims raised by the United States in  
3 the subsequent proceeding were or should have been brought in the instant case,  
4 except with respect to claims that have been specifically resolved under Paragraph  
5 60.

6 63. This Consent Decree is not a permit, or a modification of any permit,  
7 under any federal, State, or local laws or regulations. Defendant is responsible for  
8 achieving and maintaining complete compliance with all applicable federal, State,  
9 and local laws, regulations, and permits; and Defendant's compliance with this  
10 Consent Decree shall be no defense to any action commenced under any such laws,  
11 regulations, or permits, except as set forth herein. The United States does not, by  
12 its consent to the entry of this Consent Decree, warrant or aver in any manner that  
13 Defendant's compliance with any aspect of this Consent Decree will result in  
14 compliance with provisions of the CAA, or with any other provisions of federal,  
15 State, or local laws, regulations, or permits.

16 64. This Consent Decree does not limit or affect the rights of Defendant  
17 or of the United States against any third parties, not party to this Consent Decree,  
18 nor does it limit the rights of third parties, not party to this Consent Decree, against  
19 Defendant, except as otherwise provided by law.

20 65. Defendant may also assert that information required to be provided  
21 under this Section is protected as Confidential Business Information ("CBI") under  
22 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI,  
23 Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

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

26 67. The United States' agreement to the amount of the civil penalty  
27 required by Paragraph 8 of this Consent Decree is based on the Financial  
28

1 Information identified in Appendix D. Defendant certifies that the Financial  
2 Information submitted to the United States and generally described in Appendix D  
3 is true, accurate, and complete. Defendant seeks to protect this information as  
4 Confidential Business Information and shall follow the procedures set forth in 40  
5 C.F.R. Part 2.

6 **XII. COSTS**

7 68. The Parties shall bear their own costs of this action, including  
8 attorneys' fees, except that the United States shall be entitled to collect the costs  
9 (including attorneys' fees) incurred in any action necessary to enforce this Consent  
10 Decree or collect any portion of the civil penalties or any stipulated penalties due  
11 but not paid by Defendant.

12 **XIII. NOTICES**

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

22  
23 As to the United States by email: [eescdcopy.enrd@usdoj.gov](mailto:eescdcopy.enrd@usdoj.gov)  
Re: DJ # 90-5-2-1-11994

24  
25 As to the United States by mail: EES Case Management Unit  
26 Environment and Natural Resources  
27  
28

1 Division

2 U.S. Department of Justice  
3 P.O. Box 7611  
4 Washington, D.C. 20044-7611  
5 Re: DJ # 90-5-2-1-11963

6 As to EPA by email:

7 Brian Riedel  
8 [riedel.brian@epa.gov](mailto:riedel.brian@epa.gov)  
9 Re: US v. AFE, Inc.

10 As to Defendant by email:

11 Adam Kushner  
12 [Adam.kushner@hoganlovells.com](mailto:Adam.kushner@hoganlovells.com)  
13 Stuart Miyagishima  
14 [smiyagishima@afepower.com](mailto:smiyagishima@afepower.com)

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

17 71. Notices submitted under this Section shall be deemed submitted upon  
18 mailing, unless otherwise provided in this Consent Decree or by mutual agreement  
19 of the Parties in writing.

20 **XIV. EFFECTIVE DATE**

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

24 **XV. RETENTION OF JURISDICTION**

25 73. The Court shall retain jurisdiction over this case until termination of  
26 this Consent Decree, for the purpose of resolving disputes arising under this  
27 Decree or entering orders modifying this Decree, under Sections IX (Dispute  
28 Resolution) and XVI (Modification), or effectuating or enforcing compliance with  
the terms of this Decree.

**XVI. MODIFICATION**

1  
2 74. The terms of this Consent Decree, including any attached appendices,  
3 may be modified only by a subsequent written agreement signed by all the Parties.  
4 Where the modification constitutes a material change to this Decree, it shall be  
5 effective only upon approval by the Court.

6 75. Any disputes concerning modification of this Decree shall be resolved  
7 under Section IX (Dispute Resolution), provided, however, that, instead of the  
8 burden of proof provided by Paragraph 54, the Party seeking the modification  
9 bears the burden of demonstrating that it is entitled to the requested modification in  
10 accordance with Federal Rule of Civil Procedure 60(b).

**XVII. TERMINATION**

11  
12 76. After Defendant has: (a) completed the requirements of Paragraphs  
13 18 through 20 for at least four years after the Effective Date; (c) paid the civil  
14 penalties required by Section IV, including any accrued Interest; and (d) paid any  
15 accrued stipulated penalties determined by the United States to be owing pursuant  
16 to Paragraph 31, Defendant may serve upon the United States a Request for  
17 Termination, stating that Defendant has satisfied these requirements, together with  
18 all necessary supporting documentation.

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

25 78. If the United States does not agree that the Decree may be terminated,  
26 Defendant may invoke Dispute Resolution under Section IX of this Decree.  
27  
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1 However, Defendant shall not seek Dispute Resolution of any dispute regarding  
2 termination until 90 Days after service of its Request for Termination.

3 **XVIII. PUBLIC PARTICIPATION**

4 79. This Consent Decree shall be lodged with the Court for a period of not  
5 less than 30 Days for public notice and comment in accordance with 28 C.F.R.  
6 § 50.7. The United States reserves the right to withdraw or withhold its consent if  
7 the comments regarding the Consent Decree disclose facts or considerations  
8 indicating that the Consent Decree is inappropriate, improper, or inadequate.  
9 Defendant consents to entry of this Consent Decree without further notice and  
10 agrees not to withdraw from or oppose entry of this Consent Decree by the Court  
11 or to challenge any provision of the Decree, unless the United States has notified  
12 Defendant in writing that it no longer supports entry of the Decree.

13 **XIX. SIGNATORIES/SERVICE**

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

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

1 **XX. INTEGRATION**

2 82. This Consent Decree constitutes the final, complete, and exclusive  
3 agreement and understanding among the Parties with respect to the settlement  
4 embodied in the Decree and supersedes all prior agreements and understandings,  
5 whether oral or written, concerning the settlement embodied herein. Other than the  
6 deliverables that are subsequently submitted pursuant to this Consent Decree, no  
7 other document, nor any representation, inducement, agreement, understandings, or  
8 promise constitutes any part of this Decree or the settlement it represents.

9 **XXI. FINAL JUDGMENT**

10 83. Upon approval and entry of this Consent Decree by the Court, this  
11 Consent Decree shall constitute a final judgment of the Court as to the United  
12 States and Defendant.

13 **XXII. HEADINGS**

14 84. Headings to the Sections and Subsections of this Consent Decree are  
15 provided for convenience and do not affect the meaning or interpretation of the  
16 provisions of this Consent Decree.

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

18 85. For purposes of the identification requirement of Section  
19 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26  
20 C.F.R. § 162-21(b)(2), performance of Section II (Applicability), Paragraph 5;  
21 Section V (Compliance Requirements), Paragraphs 18-20; Section VI (Reporting  
22 Requirements), Paragraphs 23, 24, 27; and Section X (Information Collection and  
23 Retention), Paragraphs 56 – 58, is restitution, remediation, or required to come into  
24 compliance with law.

25 **XXIV. APPENDICES**

26 86. The following Appendices are attached to and part of this Consent  
27 Decree:  
28



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

2 “Appendix B” is a list of Exempt Products.

3 “Appendix C” is additional criteria for Exempt Products.

4 “Appendix D” is a general description of the financial information that  
5 Defendant submitted to the United States.

6 “Appendix E” is language to be included in the notice to customers and  
7 authorized dealers referenced in Paragraph 18.g.

8 “Appendix F” is language to be included in the notice to employees  
9 referenced in Paragraph 18.h.

10 Dated and entered this \_\_\_\_ day of \_\_\_\_\_, 2021.


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12 \_\_\_\_\_  
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14 UNITED STATES DISTRICT JUDGE  
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1 We hereby consent to the foregoing Consent Decree in the matter of United States  
2 v. Advanced Flow Engineering, Inc., subject to public notice and comment:

3  
4 FOR THE UNITED STATES OF AMERICA:

5 JEAN E. WILLIAMS  
6 Acting Assistant Attorney General  
7 Environment and Natural Resources Division

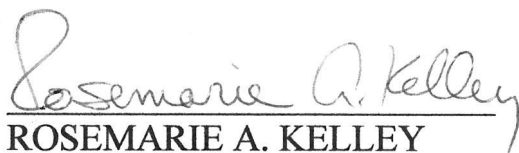
8 Date July 16 2021

  
9 ELIZABETH L. LOEB  
10 Senior Attorney  
11 Environmental Enforcement Section  
12 Environment and Natural Resources Division  
13 U.S. Department of Justice  
14 Washington, DC 20044-7611  
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1 We hereby consent to the foregoing Consent Decree in the matter of United States  
2 v. Advanced Flow Engineering, Inc., subject to public notice and comment:  
3

4 FOR THE U.S. ENVIRONMENTAL  
5 PROTECTION AGENCY:

6  
7 Date: 1/14/2021

  
ROSEMARIE A. KELLEY

8 Director, Office of Civil Enforcement  
9 Office of Enforcement and Compliance Assurance  
10 United States Environmental Protection Agency  
11 Washington, DC 20460

12 EVAN BELSER  
13 Director (Acting), Air Enforcement Division  
14 Office of Enforcement and Compliance Assurance  
15 United States Environmental Protection Agency  
16 Washington, DC 20460  
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We hereby consent to the foregoing Consent Decree in the matter of United States v. Advanced Flow Engineering, Inc.:

Date: June 29, 2021

  
\_\_\_\_\_  
SYLVIA QUAST  
Regional Counsel  
United States Environmental Protection Agency,  
Region 9 San Francisco, CA 94105

Date: 6/29/21

  
\_\_\_\_\_  
BRIAN P. RIEDEL  
Assistant Regional Counsel  
United States Environmental Protection Agency,  
Region 9  
San Francisco, CA 94105

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We hereby consent to the entry of the foregoing Consent Decree in the matter of United States v. Advanced Flow Engineering, Inc., subject to public notice and comment:

FOR DEFENDANT:

th  
24 JUNE, 2021  
Date:



# **APPENDIX A**

## Appendix A

ROW	Part No.	Description	Fuel
2	46-90071	MAN EGR Cooler Delete Dodge Dsl Trucks 07.5-09 L6	Diesel
3	46-90072	MAN EGR Cooler Delete Dodge Dsl Trucks 10-12 L6	Diesel
4	46-90076	EGR Track Kit Ford Dsl Trucks 03-07 V8-6.0L	Diesel
5	49-02003	EXH 4 in TB Dodge Dsl Trucks 04.5-09 L6-5.9L/6.7L	Diesel
6	49-02003NM	EXH 4 in TB Dodge Dsl Trucks 04.5-09 L6-5.9L/6.7L	Diesel
7	49-02005	EXH 4 in TB Dodge Dsl Trucks 07.5-12 L6-5.9/6.7L	Diesel
8	49-02005NM	EXH 4 in TB Dodge Dsl Trucks 07.5-12 L6-5.9/6.7L	Diesel
9	49-02030	EXH 5 in TB Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
10	49-02030NM	EXH 5 in TB Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
11	49-02047	EXH 5 in TB Dodge Dsl Trucks 13-17 L6-6.7L	Diesel
12	49-02047NM	EXH 5 in TB; Dodge Dsl Trucks 13-15 L6-6.7L No Tip, CS Susp	Diesel
13	49-02047NM-1	EXH 5 in TB Dodge Dsl Trucks 13-17 L6-6.7L	Diesel
14	49-02048NM	EXH 5 in TB; Dodge Dsl Trucks 13-15 L6-6.7L No Tip, LS Susp	Diesel
15	49-03003	EXH 4 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
16	49-03003NM	EXH 4 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
17	49-03004	EXH 4 in DP-Back Ford Dsl Trucks 08-10 V8-6.4L	Diesel
18	49-03004NM	EXH 4 in DP-Back Ford Dsl Trucks 08-10 V8-6.4L	Diesel
19	49-03006	EXH 4 in DP-Back Ford Dsl Trucks 11-16 V8-6.7L	Diesel
20	49-03006NM	EXH 4 in DP-Back Ford Dsl Trucks 11-16 V8-6.7L	Diesel
21	49-03010	EXH 4 in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
22	49-03011	EXH 4 in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
23	49-03012	EXH 4 in RP Ford Dsl Trucks 11-16 V8-6.7L	Diesel
24	49-03093	EXH 5 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
25	49-03093NM	EXH 5 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
26	49-04002	EXH 4 in DP-Back GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
27	49-04002NM	EXH 4 in DP-Back GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
28	49-04003	EXH 4 in DP-Back GM Dsl Trucks 11-15 V8-6.6L	Diesel
29	49-04003NM	EXH 4 in DP-Back GM Dsl Trucks 11-15 V8-6.6L	Diesel
30	49-04022	EXH 4 in RP GM Dsl Trucks 11-16 V8-6.6L	Diesel
31	49-04035	EXH 5 in DP-Back; GM Dsl Trucks 11-14 V8-6.6L No Mflr No Tip	Diesel
32	49-04053	EXH 4 in DP-Back GM Dsl Trk 15.5-16 6.6L no tip	Diesel
33	49-04053NM	EXH 4 in DP-Back GM Dsl Trk 15.5-16 6.6L	Diesel
34	49-14017NM	EXH 4 in DP-Back GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
35	49-22013RP	EXH 4 in RP RAM Dsl Cab Chassis 11-12 L6-6.7L	Diesel
36	49-22018RP	EXH 4 in RP RAM Dsl Cab Chassis 07-10 L6-6.7L	Diesel
37	49-23013NM	EXH 4 in DP-Back Ford Dsl Cab Chassis 08-10 6.4L	Diesel
38	49-24010NM	EXH 3 in TB GM Colorado/Canyon 16-19 I4-2.8L (td)	Diesel
39	49-42030-P	EXH 5 in TB Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
40	49-42047-1B	EXH 5 in TB Dodge Dsl Trucks 13-17 L6-6.7L blk tip	Diesel
41	49-42047-1P	EXH 5 in TB Dodge Dsl Trucks 13-17 L6-6.7L pol tip	Diesel
42	49-42047-B	EXH 5 in TB; Dodge Dsl Trucks 13-15 L6-6.7L Blk Tip, CS Susp	Diesel
43	49-42047-P	EXH 5 in TB; Dodge Dsl Trucks 13-15 L6-6.7L Pol Tip, CS Susp	Diesel
44	49-42048-B	EXH 5 in TB; Dodge Dsl Trucks 13-15 L6-6.7L Blk Tip, LS Susp	Diesel

## Appendix A

ROW	Part No.	Description	Fuel
45	49-43023	EXH 4in DP-Back; Ford Dsl Trucks 08-10 V8-6.4L Pol Tip No Mflr	Diesel
46	49-43030	EXH 4in DP-Back; Ford Dsl Trucks 08-10 V8-6.4L Pol Tip No Mflr	Diesel
47	49-43035	EXH 4in DP-Back; Ford Dsl Trucks 11-14 V8-6.7L No Mflr Pol Tip	Diesel
48	49-43093	EXH 5 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
49	49-43093-B	EXH 5 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
50	49-43093-P	EXH 5 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
51	49-44017-B	EXH 4 in DP-Bk GM Dsl Trk 07.5-10 V8-6.6L blk tip	Diesel
52	49-44017-P	EXH 4 in DP-Bk GM Dsl Trk 07.5-10 V8-6.6L pol tip	Diesel
53	49-44035	EXH 5in DP-Back; GM Dsl Trucks 11-14 V8-6.6L No Mflr/No Tip	Diesel
54	49-44053-B	EXH 4 in DP-Back GM Dsl Trk 15.5-16 6.6L blk tip	Diesel
55	49-44053-P	EXH 4 in DP-Back GM Dsl Trk 15.5-16 6.6L pol tip	Diesel
56	49-44075-B	EXH 3 in TB GM Colorado/Canyon 16-19 I4-2.8L (td)	Diesel
57	49-44075NM	EXH 3 in TB GM Colorado/Canyon 16-19 I4-2.8L (td)	Diesel
58	49-44075-P	EXH 3 in TB GM Colorado/Canyon 16-19 I4-2.8L (td)	Diesel
59	49-52009RP	EXH 4 in RP RAM Dsl Cab Chassis 11-12 L6-6.7L	Diesel
60	49-52010RP	EXH 4 in RP RAM Dsl Cab Chassis 11-12 L6-6.7L	Diesel
61	49-52012RP	EXH 4 in RP RAM Dsl Cab Chassis 13-18 L6-6.7L	Diesel
62	49-52013RP	EXH 4 in RP RAM Dsl Cab Chassis 11-12 L6-6.7L	Diesel
63	49-52014RP	EXH 4 in RP w/ Muffler RAM Dsl Cab Chassis 11-12 L6-6.7L	Diesel
64	49-52015RP	EXH 4 in RP RAM Dsl Cab Chassis 13-18 L6-6.7L	Diesel
65	49-52018RP	EXH 4 in RP RAM Dsl Cab Chassis 07.5-10 L6-6.7L	Diesel
66	49-53013NM	EXH 4 in DP-Back Ford Dsl Cab Chassis 08-10 6.4L	Diesel
67	49-82009	EXH Sensor Plugs Dodge: DPF	Diesel
68	49-83022	EXH Sensor Plugs Ford: DPF	Diesel
69	49-84017	EXH Sensor Plugs GM: DPF	Diesel
70	49D42048-P	EXH 5in TB; Dodge Dsl Trucks 13-15 L6-6.7L Pol Tip, LS Susp	Diesel
71	49X06128	EXH 5in DP-Back Nissan Titan XD 16-17 V8-5.0L (td)	Diesel
72	49X06128NM	EXH 5in DP-Back Nissan Titan XD 16-17 V8-5.0L (td)	Diesel
73	49X23012NM	EXH 4 in DP-Back Ford Dsl Cab Chassis 11-17 6.7L	Diesel
74	49X46128	EXH 5in DP-Back Nissan Titan XD 16-17 V8-5.0L (td)	Diesel
75	49X46128-B	EXH 5in DP-Back Nissan Titan XD 16-17 V8-5.0L (td)	Diesel
76	49X46128-P	EXH 5in DP-Back Nissan Titan XD 16-17 V8-5.0L (td)	Diesel
77	49X52019NM	EXH 4 in TB RAM Dsl Cab Chassis 07-10 L6-6.7L	Diesel
78	49X53012NM	EXH 4 in DP-Back Ford Dsl Cab Chassis 11-17 6.7L	Diesel
79	49-02007	EXH 5 in TB Dodge Dsl Trucks 04.5-07 L6-5.9L	Diesel
80	49-02007NM	EXH 5 in TB Dodge Dsl Trucks 04.5-07 L6-5.9L	Diesel
81	49-02009	EXH 4 in DP Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
82	49-02010	EXH 4 in RP Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
83	49-02011	EXH 4 in DP Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
84	49-02054	EXH 4 in TB RAM Dsl Trucks 13-17 L6-6.7L	Diesel
85	49-02054NM	EXH 4 in TB RAM Dsl Trucks 13-17 L6-6.7L	Diesel
86	49-02058	EXH 4 in TB Dodge Dsl Trucks 04.5-12 L6-5.9/6.7L	Diesel
87	49-02058NM	EXH 4 in TB Dodge Dsl Trucks 04.5-12 L6-5.9/6.7L	Diesel



## Appendix A

ROW	Part No.	Description	Fuel
88	49-03039	EXH 5 in DP-Back Ford Dsl Trucks 11-16 V8-6.7L	Diesel
89	49-03039NM	EXH 5 in DP-Back Ford Dsl Trucks 11-16 V8-6.7L	Diesel
90	49-03098	EXH 4 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
91	49-03098NM	EXH 4 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
92	49-03099	EXH 4 in RP Ford Dsl Trucks 17-19 V8-6.7L	Diesel
93	49-03099NM	EXH 4 in RP Ford Dsl Trucks 17-19 V8-6.7L	Diesel
94	49-04010	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
95	49-04011	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
96	49-04012	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
97	49-04013	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L ECLB	Diesel
98	49-04014	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
99	49-04015	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
100	49-04035-1	EXH 5 in DP-Bk GM Dsl Trk 11-15 V8-6.6L	Diesel
101	49-04035NM	EXH 5 in DP-Bk GM Dsl Trk 11-15 V8-6.6L	Diesel
102	49-04054	EXH 5 in DP-Back GM Dsl Trk 15.5-16 V8-6.6L	Diesel
103	49-04054NM	EXH 5 in DP-Back GM Dsl Trk 15.5-16 V8-6.6L	Diesel
104	49-04087	EXH 5 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
105	49-04087NM	EXH 5 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
106	49-12009-1	EXH 4 in TB Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
107	49-13004	EXH 4 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
108	49-42007	EXH 5 in TB Dodge Dsl Trucks 04.5-07 L6-5.9L	Diesel
109	49-42009-1	EXH 4 in TB Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
110	49-42054-B	EXH 4 in TB RAM Dsl Trucks 13-17 L6-6.7L blk tip	Diesel
111	49-42054-P	EXH 4 in TB RAM Dsl Trucks 13-17 L6-6.7L pol tip	Diesel
112	49-43004	EXH 4 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
113	49-43024	EXH 4 in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
114	49-43025	EXH 4 in DP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
115	49-43026	EXH 3.5 in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
116	49-43027	EXH 4 in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
117	49-43031	EXH 4 in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
118	49-43039	EXH 5 in DP-Back Ford Dsl Trucks 11-16 V8-6.7L	Diesel
119	49-43039NM	EXH 5 in DP-Back Ford Dsl Trucks 11-16 V8-6.7L	Diesel
120	49-43098	EXH 4 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
121	49-43098-B	EXH 4 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
122	49-43098-P	EXH 4 in DP-Back Ford Dsl Trucks 17-19 V8-6.7L	Diesel
123	49-43099	EXH 4 in RP Ford Dsl Trucks 17-19 V8-6.7L	Diesel
124	49-43099NM	EXH 4 in RP Ford Dsl Trucks 17-19 V8-6.7L	Diesel
125	49-44019	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
126	49-44020	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
127	49-44021	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
128	49-44022	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
129	49-44023	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
130	49-44024	EXH 4 in RP GM Dsl Trucks 07.5-10 V8-6.6L	Diesel

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ROW	Part No.	Description	Fuel
131	49-44027	EXH 4 in RP GM Dsl Trucks 11-16 V8-6.6L mid-pipe	Diesel
132	49-44032	EXH 4in DP-Bk GM Dsl Trucks 11-15 6.6L w/mflr	Diesel
133	49-44035-B	EXH 5 in DP-Back GM Dsl Trk 11-15 V8-6.6L blk tip	Diesel
134	49-44035NM	EXH 5in DP-Bk GM Dsl Trk 11-15 6.6L wo mflr no tip	Diesel
135	49-44035-P	EXH 5 in DP-Back GM Dsl Trk 11-15 V8-6.6L pol tip	Diesel
136	49-44054-B	EXH 5 in DP-Back GM Dsl Trk 15.5-16 6.6L blk tip	Diesel
137	49-44054-P	EXH 5 in DP-Back GM Dsl Trk 15.5-16 6.6L pol tip	Diesel
138	49-44073-B	EXH 3 in DP-Back GM Colorado/Canyon 16-19 2.8L	Diesel
139	49-44073NM	EXH 3 in DP-Back GM Colorado/Canyon 16-19 2.8L	Diesel
140	49-44073-P	EXH 3 in DP-Back GM Colorado/Canyon 16-19 2.8L	Diesel
141	49-44087	EXH 5 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
142	49-44087-B	EXH 5 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
143	49-44087-P	EXH 5 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
144	49-02050	EXH 4 in RP RAM Dsl Trucks 13-17 L6-6.7L	Diesel
145	49-02055	EXH 4 in RP RAM Dsl Trucks 13-17 L6-6.7L	Diesel
146	49-03040	EXH 5in DP-Back; Ford Dsl Trucks 08-10 V8-6.4L No Mflr No Tip	Diesel
147	49-03040-1	EXH 5 in DP-Bk Ford Dsl Trk 08-10 6.4L	Diesel
148	49-03040NM	EXH 5 in DP-Bk Ford Dsl Trk 08-10 6.4L	Diesel
149	49-03077	EXH 5 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
150	49-03077NM	EXH 5 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
151	49-04021	EXH 4 in RP GM Dsl Trucks 11-15 V8-6.6L	Diesel
152	49-04033NM	EXH 5 in DP-Back GM Dsl Trucks 07.5-10 V8-6.6L	Diesel
153	49-04044-B	EXH 4in DP-Bk GM Dsl Trk 11-15 V8-6.6L blk-dual	Diesel
154	49-04044-P	EXH 4in DP-Bk GM Dsl Trk 11-15 V8-6.6L pol-dual	Diesel
155	49-04052	EXH 4in DP-Bk GM Dsl Truck 15.5-16 6.6L dual	Diesel
156	49-04055	EXH 4 in RP GM Dsl Trucks 15.5-16 V8-6.6L	Diesel
157	49-04066	EXH 4 in RP GM Dsl Trucks 11-15 V8-6.6L	Diesel
158	49-04067	EXH 4 in RP GM Dsl Trucks 15.5-16 V8-6.6L	Diesel
159	49-04090	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
160	49-04090NM	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
161	49-06129	EXH 4 in RP Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
162	49-06129NM	EXH 4 in RP Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
163	49-12004	EXH 4 in TB Dodge Dsl Trucks 04.5-07 L6-5.9L	Diesel
164	49-13022	EXH 4in DP-BkFord Dsl Truck 08-10 V8-6.4L w/bungs	Diesel
165	49-42004	EXH 4 in TB Dodge Dsl Trucks 04.5-07 L6-5.9L	Diesel
166	49-42020	EXH 4 in RP Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
167	49-42021	EXH 4 in DP Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
168	49-42022	EXH 4 in RP Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
169	49-42023	EXH 4 in DP Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
170	49-42029	EXH 4 in RP Dodge Dsl Trucks 11-12 L6-6.7L	Diesel
171	49-42050	EXH 4 in RP RAM Dsl Trucks 13-17 L6-6.7L	Diesel
172	49-42055	EXH 4 in RP RAM Dsl Trucks 13-17 L6-6.7L	Diesel
173	49-43022	EXH 4in DP-Bk Ford Dsl Truck 08-10 V8-6.4L w mflr	Diesel

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ROW	Part No.	Description	Fuel
174	49-43035NM	EXH 4in DP-Bk Ford Dsl Truck 11-16 V8-6.7L wo mflr	Diesel
175	49-43036	EXH 4 in RP Ford Dsl Trucks 11-16 V8-6.7L	Diesel
176	49-43040	EXH 5 in DP-Back Ford Dsl Trucks 08-10 V8-6.4L	Diesel
177	49-43040-B	EXH 5 in DP-Back Ford Dsl Trucks 08-10 V8-6.4L	Diesel
178	49-43040-P	EXH 5 in DP-Back Ford Dsl Trucks 08-10 V8-6.4L	Diesel
179	49-43077-B	EXH 5 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
180	49-43077-P	EXH 5 in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
181	49-43096-B	EXH 4 in DP-Back Ford Dsl Trucks 17-18 V8-6.7L	Diesel
182	49-43096-P	EXH 4 in DP-Back Ford Dsl Trucks 17-18 V8-6.7L	Diesel
183	49-43097-B	EXH 4 in DP-Back Ford Dsl Trucks 17-19 6.7L dual	Diesel
184	49-43097-P	EXH 4 in DP-Back Ford Dsl Trucks 17-19 6.7L dual	Diesel
185	49-44025	EXH 4 in CB GM Dsl Trucks 11-16 V8-6.6L	Diesel
186	49-44026NM	EXH 4in CB GM Dsl Truck 11-16 6.6L wo mflr no tip	Diesel
187	49-44028	EXH 4 in RP GM Dsl Trucks 11-15 V8-6.6L frnt-pipe	Diesel
188	49-44030NM	EXH 5in CB GM Dsl Trucks 11-16 6.6L wo mflr no tip	Diesel
189	49-44033-B	EXH 5 in DP-Bk GM Dsl Trk 07.5-10 V8-6.6L blk tip	Diesel
190	49-44033NM	EXH 5 in DP-Bk GM Dsl Trk 07.5-10 V8-6.6L no tip	Diesel
191	49-44033-P	EXH 5 in DP-Bk GM Dsl Trk 07.5-10 V8-6.6L pol tip	Diesel
192	49-44044-B	EXH 4in DP-Bk GM Dsl Trk 11-15 V8-6.6L blk-dual	Diesel
193	49-44044-P	EXH 4in DP-Bk GM Dsl Trk 11-15 V8-6.6L pol-dual	Diesel
194	49-44052-B	EXH 4in DP-Bk GM Dsl Truck 15.5-16 6.6L blk-dual	Diesel
195	49-44052-P	EXH 4in DP-Bk GM Dsl Truck 15.5-16 6.6L pol-dual	Diesel
196	49-44055	EXH 4 in RP GM Dsl Trucks 15.5-16 V8-6.6L	Diesel
197	49-44066	EXH 4 in RP GM Dsl Trucks 11-15 V8-6.6L	Diesel
198	49-44067	EXH 4 in RP GM Dsl Trucks 15.5-16 V8-6.6L	Diesel
199	49-44074-B	EXH 3 in DP-Back GM Colorado/Canyon 16-19 2.8L	Diesel
200	49-44074-P	EXH 3 in DP-Back GM Colorado/Canyon 16-19 2.8L	Diesel
201	49-44077	EXH 2.5 in DP GM Colorado/Canyon 16-19 2.8L (td)	Diesel
202	49-44090	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
203	49-44090-B	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
204	49-44090-P	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
205	49-46129	EXH 4 in RP Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
206	49-46129NM	EXH 4 in RP Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
207	48-34008	HDR UP/DP GM Dsl Trucks 04.5-10 V8-6.6L (td)	Diesel
208	49-03066-P	EXH 4in DP-Bk Ford Dsl Trk 11-16 V8-6.7L pol tips	Diesel
209	49-04079	EXH 4 in RP GM Dsl Trucks 07.5-10 6.6L CCSB/ECSB	Diesel
210	49-04083	EXH 4 in RP GM Dsl Trucks 07.5-10 6.6L CCLB/ECLB	Diesel
211	49-06127NM	EXH 4in DP-Back Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
212	49-13029	EXH 4in DP-BkFord Dsl Truck 08-10 V8-6.4Lno bungs	Diesel
213	49-22001NM	EXH 4in TB RAM Dsl Trucks 13-18 L6-6.7L	Diesel
214	49-22002NM	EXH 4in TB Dodge/RAM Dsl Trucks 04.5-12 L6-5.9/6.7L	Diesel
215	49-22005RP	EXH 4in DP RAM Dsl Trucks 13-18 L6-6.7L	Diesel
216	49-22006RP	EXH 4in RP RAM Dsl Trucks 13-18 L6-6.7L	Diesel

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ROW	Part No.	Description	Fuel
217	49-22007RP	EXH 4in DP Dodge/RAM Dsl Trucks 07.5-12 L6-6.7L	Diesel
218	49-22008RP	EXH 4in RP Dodge/RAM Dsl Trucks 07.5-12 L6-6.7L	Diesel
219	49-22011RP	EXH 4 in RP RAM Dsl Cab Chassis 13-18 L6-6.7L	Diesel
220	49-22012RP	EXH 4 in RP RAM Dsl Cab Chassis 13-18 L6-6.7L	Diesel
221	49-22015RP	EXH 4 in RP RAM Dsl Cab Chassis 13-18 L6-6.7L	Diesel
222	49-22017NM	EXH 5 in TB RAM Dsl Cab Chassis 11-18 L6-6.7L	Diesel
223	49-23001NM	EXH 4in TB Ford Dsl Trucks 17-19 V8-6.7L	Diesel
224	49-23002NM	EXH 4in TB Ford Dsl Trucks 11-16 V8-6.7L	Diesel
225	49-23003NM	EXH 4in TB Ford Dsl Trucks 08-10 V8-6.4L	Diesel
226	49-23004NM	EXH 4in TB Ford Dsl Trucks 03-07 V8-6.0L	Diesel
227	49-23006RP	EXH 4in RP Ford Dsl Trucks 17-19 V8-6.7L	Diesel
228	49-23007RP	EXH 4in RP Ford Dsl Trucks 11-16 V8-6.7L	Diesel
229	49-23008RP	EXH 4in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
230	49-24001NM	EXH 4in TB GM Dsl Trucks 17-19 V8-6.6L	Diesel
231	49-24002NM	EXH 4in TB GM Dsl Trucks 15.5-16 V8-6.6L	Diesel
232	49-24003NM	EXH 4in TB GM Dsl Trucks 11-15 V8-6.6L	Diesel
233	49-24005RP	EXH 4in RP GM Dsl Trucks 17-19 V8-6.6L	Diesel
234	49-24006RP	EXH 4in RP GM Dsl Trucks 15.5-16 V8-6.6L	Diesel
235	49-24007RP	EXH 4in RP GM Dsl Trucks 11-15 V8-6.6L	Diesel
236	49-24008RP	EXH 4in RP GM Dsl Trucks 07.5-10 V8-6.6L (Short Bed)	Diesel
237	49-24009RP	EXH 4in RP GM Dsl Trucks 07.5-10 V8-6.6L (Long Bed)	Diesel
238	49-26101NM	EXH 4 in DP-Back Nissan Titan XD 16-19 V8-5.0L td	Diesel
239	49-26102RP	EXH 4 in RP Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
240	49-42010NM-1	EXH 4 in TB Dodge Dsl Trucks 07.5-12 L6-6.7L	Diesel
241	49-43010	EXH 4 in TB Ford Excursion 03-05 V8-6.0L	Diesel
242	49-43016	EXH 4 in TB Ford Dsl Trucks 03-07 V8-6.0L dual	Diesel
243	49-43023NM	EXH 4in DP-Bk Ford Dsl Truck 08-10 V8-6.4L wo mflr	Diesel
244	49-43029	EXH 4in DP-BkFord Dsl Truck 08-10 V8-6.4L w mflr	Diesel
245	49-43030NM	EXH 4in DP-Bk Ford Dsl Truck 08-10 V8-6.4L wo mflr	Diesel
246	49-43032	EXH 4 in RP Ford Dsl Trucks 08-10 V8-6.4L	Diesel
247	49-43034	EXH 4in DP-Bk Ford Dsl Truck 11-16 V8-6.7L w mflr	Diesel
248	49-43066-B	EXH 4in DP-Bk Ford Dsl Trk 11-16 V8-6.7L blk tips	Diesel
249	49-43066-P	EXH 4in DP-Bk Ford Dsl Trk 11-16 V8-6.7L pol tips	Diesel
250	49-44029-B	EXH 5in CB GM Dsl Trucks 11-16 6.6L w/mflr blk tip	Diesel
251	49-44029-P	EXH 5in CB GM Dsl Trucks 11-16 6.6L w/mflr pol tip	Diesel
252	49-44031NM	EXH 4in DP-Bk GM Dsl Trk 11-15 6.6L wo mflr no tip	Diesel
253	49-44076-B	EXH 3 in TB GM Colorado/Canyon 16-19 I4-2.8L (td)	Diesel
254	49-44076-P	EXH 3 in TB GM Colorado/Canyon 16-19 I4-2.8L (td)	Diesel
255	49-44079	EXH 4 in RP GM Dsl Trucks 07.5-10 6.6L CCSB/ECSB	Diesel
256	49-44083	EXH 4 in RP GM Dsl Trucks 07.5-10 6.6L CCLB/ECLB	Diesel
257	49-44091-B	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L blk-dual	Diesel
258	49-44091-P	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L pol-dual	Diesel
259	49-44092-B	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel

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ROW	Part No.	Description	Fuel
260	49-44092-P	EXH 4 in DP-Back GM Dsl Trk 17-19 V8-6.6L	Diesel
261	49-46127	EXH 4in DP-Back Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
262	49-46127-B	EXH 4in DP-Back Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
263	49-46127-P	EXH 4in DP-Back Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
264	49-52011RP	EXH 4 in RP RAM Dsl Cab Chassis 13-18 L6-6.7L	Diesel
265	49-52016RP	EXH 4 in RP w/ Muffler RAM Dsl Cab Chassis 13-18 L6-6.7L	Diesel
266	49-52017NM	EXH 5 in TB RAM Dsl Trucks 11-18 L6-6.7L	Diesel
267	46-60076	T/C Adapter, High Flow Ford Dsl Tks 99.5-03 7.3L	Diesel
268	48-34133	HDR & Up-Pipes GM Diesel Trucks 11-15 V8-6.6L	Diesel
269	49-06127	EXH 4in DP-Back Nissan Titan XD 16-19 V8-5.0L (td)	Diesel
270	49-02001	EXH 4 in TB Dodge Dsl Trucks 94-02 L6-5.9L	Diesel
271	49-02001NM	EXH 4 in TB Dodge Dsl Trucks 94-02 L6-5.9L	Diesel
272	49-02002	EXH 4 in TB Dodge Dsl Trucks 03-04 L6-5.9L	Diesel
273	49-02002NM	EXH 4 in TB Dodge Dsl Trucks 03-04 L6-5.9L	Diesel
274	49-02032	EXH 5 in TB Dodge Dsl Trucks 03-04.5 L6-5.9L	Diesel
275	49-02032NM	EXH 5 in TB Dodge Dsl Trucks 03-04.5 L6-5.9L	Diesel
276	49-02033	EXH 5 in TB Dodge Dsl Trucks 94-02 L6-5.9L	Diesel
277	49-02033NM	EXH 5 in TB Dodge Dsl Trucks 94-02 L6-5.9L	Diesel
278	49-03001	EXH 4 in TB Ford Dsl Trucks 94-97 V8-7.3L	Diesel
279	49-03001NM	EXH 4 in TB Ford Dsl Trucks 94-97 V8-7.3L	Diesel
280	49-03002	EXH 4 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
281	49-03002NM	EXH 4 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
282	49-03075	EXH 5 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
283	49-03075NM	EXH 5 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
284	49-03100	EXH 4 in DP Ford Dsl Trucks 99-03 V8-7.3L	Diesel
285	49-04001	EXH 4 in DP-Back GM Dsl Trucks 01-07 V8-6.6L	Diesel
286	49-04001NM	EXH 4 in DP-Back GM Dsl Trucks 01-07 V8-6.6L	Diesel
287	49-04007NM	EXH 5 in DP-Back GM Dsl Trucks 01-07 V8-6.6L	Diesel
288	49-04045-B	EXH 4in DP-Bk GM Dsl Trk 01-07 V8-6.6 blk-dual	Diesel
289	49-04045-P	EXH 4in DP-Bk GM Dsl Trk 01-07 V8-6.6 pol-dual	Diesel
290	49-04059	EXH 4 in DP-Back GM Dsl Trk 01-10 V8-6.6L no tip	Diesel
291	49-04059NM	EXH 4 in DP-Back GM Dsl Trk 01-10 V8-6.6L	Diesel
292	49-04060	EXH 5 in DP-Back GM Dsl Trk 01-10 V8-6.6L	Diesel
293	49-04060NM	EXH 5 in DP-Back GM Dsl Trk 01-10 V8-6.6L	Diesel
294	49-12001	EXH 4 in TB Dodge Dsl Trucks 94-02 L6-5.9L	Diesel
295	49-12003	EXH 4 in TB Dodge Dsl Trucks 03-04 L6-5.9L	Diesel
296	49-13001	EXH 4 in TB Ford Dsl Trucks 94-97 V8-7.3L	Diesel
297	49-13002	EXH 4 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
298	49-14003	EXH 4 in DP-Back GM Dsl Trucks 01-07 V8-6.6L	Diesel
299	49-14003NM	EXH 4 in DP-Back GM Dsl Trucks 01-07 V8-6.6L	Diesel
300	49-22003NM	EXH 4in TB Dodge Dsl Trucks 03-04 L6-5.9L	Diesel
301	49-22004NM	EXH 4in TB Dodge Dsl Trucks 94-02 L6-5.9L	Diesel
302	49-23005NM	EXH 4in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel

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ROW	Part No.	Description	Fuel
303	49-23011NM	EXH 4 in TB Ford Dsl Trucks 94-97 V8-7.3L	Diesel
304	49-24004NM	EXH 4in TB GM Dsl Trucks 01-10 V8-6.6L	Diesel
305	49-42001	EXH 4 in TB Dodge Dsl Trucks 94-02 L6-5.9L	Diesel
306	49-42003	EXH 4 in TB Dodge Dsl Trucks 03-04 L6-5.9L	Diesel
307	49-42032-B	EXH 5in TB Dodge Dsl Trucks 03-04 L6-5.9L blk tip	Diesel
308	49-42032-P	EXH 5in TB Dodge Dsl Trucks 03-04 L6-5.9L pol tip	Diesel
309	49-42033-B	EXH 5in TB Dodge Dsl Trucks 94-02 L6-5.9L blk tip	Diesel
310	49-42033NM	EXH 5in TB Dodge Dsl Trucks 94-02 L6-5.9L no tip	Diesel
311	49-42033-P	EXH 5in TB Dodge Dsl Trucks 94-02 L6-5.9L pol tip	Diesel
312	49-43001	EXH 4 in TB Ford Dsl Trucks 94-97 V8-7.3L	Diesel
313	49-43002	EXH 4 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
314	49-43075-B	EXH 5 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
315	49-43075-P	EXH 5 in TB Ford Dsl Trucks 99-03 V8-7.3L	Diesel
316	49-44003-B	EXH 4in DP-Bk GM Dsl Trucks 01-07 V8-6.6L blk tip	Diesel
317	49-44003-P	EXH 4in DP-Bk GM Dsl Trucks 01-07 V8-6.6L pol tip	Diesel
318	49-44007-B	EXH 5in DP-Bk GM Dsl Trucks 01-07 V8-6.6L blk tip	Diesel
319	49-44007NM	EXH 5in DP-Bk GM Dsl Trucks 01-07 V8-6.6L no tip	Diesel
320	49-44007-P	EXH 5in DP-Bk GM Dsl Trucks 01-07 V8-6.6L pol tip	Diesel
321	49-44045-B	EXH 4in DP-Bk GM Dsl Trk 01-07 V8-6.6 blk-dual	Diesel
322	49-44045-P	EXH 4in DP-Bk GM Dsl Trk 01-07 V8-6.6 pol-dual	Diesel
323	49-44059-B	EXH 4 in DP-Back GM Dsl Trk 01-10 V8-6.6L blk tip	Diesel
324	49-44059-P	EXH 4 in DP-Back GM Dsl Trk 01-10 V8-6.6L pol tip	Diesel
325	49-44060-B	EXH 5 in DP-Back GM Dsl Trk 01-10 V8-6.6L blk tip	Diesel
326	49-44060-P	EXH 5 in DP-Back GM Dsl Trk 01-10 V8-6.6L pol tip	Diesel
327	48-02003	HDR Y-Pipe Dodge RAM Trucks 09-19 V8-5.7L	Gas
328	48-02004	HDR Y-Pipe Dodge RAM Trucks 09-15 V8-5.7L	Gas
329	48-03006	HDR Y-Pipe Ford F-150 11-14 V6-3.5L (tt)	Gas
330	48-03007	HDR Y-Pipe Ford F-150 11-14 V6-3.5L (tt)	Gas
331	48-32007-YC	HDR & C-Pipe Dodge Challenger 11-14 6.4L	Gas
332	48-32011-YC	HDR & C-Pipe Dodge Charger 09-18 V8-5.7L	Gas
333	48-32011-YN	HDR & C-Pipe Dodge Charger 09-16 V8-5.7L	Gas
334	48-32012-YC	HDR & C-Pipe Dodge Challenger Hellcat 15-19 6.2L	Gas
335	48-32012-YN	Dodge Challenger/Charger SRT Hellcat V8-6.2L (sc)	Gas
336	48-32014-YC	HDR & C-Pipe Dodge Challenger Hellcat 15-19 6.2L	Gas
337	48-32014-YN	Dodge Challenger/Charger SRT Hellcat V8-6.2L (sc)	Gas
338	48-32015-YC	HDR C-Pipe Dodge Challenger Hellcat 15-19 6.2L	Gas
339	48-32015-YN	Dodge Hellcat 15-17 SRT-8 V8-6.2L / 392 V8-6.4L	Gas
340	48-32022-RC	HDR C-Pipe Dodge Challenger 09-19 V8-5.7L	Gas
341	48-32022-RN	HDR C-Pipe Dodge Challenger 09-18 V8-5.7L	Gas
342	48-32025-YC	HDR & Y-Pipe RAM 1500 19-20 V8-5.7L	Gas
343	48-32025-YN	HDR & Y-Pipe RAM 1500 19-20 V8-5.7L	Gas
344	48-32026-YC	HDR C-Pipe Dodge Challenger 11-20 V6-3.6L	Gas
345	48-32026-YN	HDR C-Pipe Dodge Challenger 11-20 V6-3.6L	Gas

## Appendix A

ROW	Part No.	Description	Fuel
346	48-32027-YC	HDR & Mid Pipe Dodge Charger 15-20 V8-5.7L	Gas
347	48-32028-YC	HDR & Mid Pipe Dodge Challenger Hellcat 15-20 6.2L	Gas
348	48-33002-YC	HDR & Y-Pipe Ford F-150 Raptor 11-14 6.2L	Gas
349	48-33012-YC	HDR & C-Pipe Ford Mustang GT 15-19 V8-5.0L	Gas
350	48-33017-HC	HDR DP Ford Mustang 15-19 I4-2.3L (t)	Gas
351	48-33017-HN	HDR DP Ford Mustang 15-17 I4-2.3L (t)	Gas
352	48-33021-HC	HDR DP Ford F-150 Raptor 17-19 V6-3.5L (tt)	Gas
353	48-33021-HN	Ford F-150 Raptor 2017 V6-3.5L (tt)	Gas
354	48-33024-HN	HDR DP Ford Focus RS 16-18 L4-2.3L (t)	Gas
355	48-33028-HC	HDR DP Ford Ranger 19-20 L4-2.3L (t)	Gas
356	48-33028-HN	HDR DP Ford Ranger 19-20 L4-2.3L (t)	Gas
357	48-34103-YC	HDR & X-Pipe Corvette C5 97-04 V8-5.7L	Gas
358	48-34103-YN	HDR & X-Pipe Corvette C5 97-04 V8-5.7L	Gas
359	48-34105-YC	HDR & X-Pipe Corvette C6 05-08 6.0/6.2L	Gas
360	48-34105-YN	HDR & X-Pipe Corvette C6 05-08 6.0/6.2L	Gas
361	48-34107-YC	HDR & X-Pipe Corvette Z06 C6 06-13 6.2/7.0L	Gas
362	48-34107-YN	HDR & X-Pipe Corvette Z06 C6 06-13 6.2/7.0L	Gas
363	48-34109-YC	HDR & X-Pipe Corvette C6 09-13 V8-6.2L	Gas
364	48-34109-YN	HDR & X-Pipe Corvette C6 09-13 V8-6.2L	Gas
365	48-34112-YC	HDR & X-Pipe Corvette C7 14-19 V8-6.2L	Gas
366	48-34112-YN	HDR & X-Pipe Corvette C7 14-16 V8-6.2L	Gas
367	48-34123-YC	HDR & C-Pipe Chevrolet Camaro 10-15 V8-6.2L	Gas
368	48-34123-YN	HDR & C-Pipe Chevrolet Camaro 10-15 V8-6.2L	Gas
369	48-34125-YC	HDR & C-Pipe Cadillac CTS-V 09-15 6.2L (sc)	Gas
370	48-34125-YN	HDR & C-Pipe Cadillac CTS-V 09-15 6.2L (sc)	Gas
371	48-34126-HN	HDR DP Cadillac ATS 13-16 L4-2.0L (t)	Gas
372	48-34127-YC	HDR & X-Pipe Chevrolet Camaro 16-19 V8-6.2L	Gas
373	48-34127-YN	HDR & X-Pipe Chevrolet Camaro 2016 V8-6.2L	Gas
374	48-34128-HC	HDR DP Cadillac ATS-V 16-19 V6-3.0L (tt)	Gas
375	48-34128-HN	Cadillac ATS-V 16-17 V6-3.6L (tt)	Gas
376	48-34129-YN	Chevrolet Corvette (C7) 14-17 V8-6.2L	Gas
377	48-34130-YN	Chevrolet Corvette (C7) 14-17 V8-6.2L	Gas
378	48-34132-PK	Chevrolet Corvette (C7) 14-17 V8-6.2L	Gas
379	48-34135-RC	HDR Y-Pipe GM Trucks 1500 19-20 V8-5.3L	Gas
380	48-34135-RN	HDR Y-Pipe GM Trucks 1500 19-20 V8-5.3L	Gas
381	48-34136-RC	HDR Y-Pipe GM Trucks 1500 19-20 V8-6.2L	Gas
382	48-34136-RN	HDR Y-Pipe GM Trucks 1500 19-20 V8-6.2L	Gas
383	48-34138-YC	HDR DP GM 1500 19-20 L4-2.7L (t)	Gas
384	48-34143-YC	HDR & Mid Pipe Chevrolet Camaro 16-20 V8-6.2L	Gas
385	48-34146-YC	HDR & Y-Pipe GM Trucks 2500/3500HD 2020 V8-6.6L	Gas
386	48-34147-RC	HDR Y-Pipe GM Trucks 2500/3500HD 2020 V8-6.6L	Gas
387	48-34149-RC	HDR Power Pipe Chevrolet Corvette (C8) 2020 6.2L	Gas
388	48-34149-RCS	HDR Power Pipe Chevrolet Corvette (C8) 2020 6.2L	Gas

## Appendix A

ROW	Part No.	Description	Fuel
389	48-36005-HN	HDR Scion FR-S/BRZ 13-16 H4-2.0L	Gas
390	48-36009-HC	HDR DP Lexus RC200t 16-17 L4-2.0L (t)	Gas
391	48-36009-HN	HDR DP Lexus RC200t 16-17 L4-2.0L (t)	Gas
392	48-36104-YC	HDR Y-Pipe Nissan 350Z 03-06 V6-3.5L	Gas
393	48-36104-YN	HDR Y-Pipe Nissan 350Z 03-06 V6-3.5L	Gas
394	48-36106-YC	HDR & C-Pipe Nissan Patrol (Y62) 10-19 5.6L	Gas
395	48-36106-YN	HDR & C-Pipe Nissan Patrol (Y62) 10-19 5.6L	Gas
396	48-36110-HC	HDR DP Infiniti Q50/Q60 16-19 V6-3.0L (tt)	Gas
397	48-36110-HN	HDR DP Infiniti Q50/Q60 16-18 V6-3.0L (tt)	Gas
398	48-36111-RN	HDR DP Infiniti Q50/Q60 16-18 V6-3.0L (tt)	Gas
399	48-36112-RC	HDR C-Pipe Nissan 350Z 03-06 V6-3.5L	Gas
400	48-36113-RC	HDR C-Pipe Nissan 350/370Z 07-20 V6-3.5/3.7L	Gas
401	48-36211-YC	HDR & C-Pipe Jeep Grand Cherokee 12-19 6.4L	Gas
402	48-36301-1	HDR DP BMW 335i 07-10 L6-3.0L (tt) N54	Gas
403	48-36302-HC	HDR DP BMW 335i (E9X) 11-13 L6-3.0L (t) N55	Gas
404	48-36302-HN	HDR DP BMW 335i (E9X) 11-13 L6-3.0L (t) N55	Gas
405	48-36303-HC	HDR DP BMW 328/428i (F30/32) 12-16 2.0L (t)	Gas
406	48-36306	HDR BMW M3 (E46) 01-06 L6-3.2L S54	Gas
407	48-36310	HDR DP BMW 335i (F30) 12-13 3.0L (t) N55	Gas
408	48-36311	HDR DP BMW 335i (F30) 12-13 3.0L (t) N55	Gas
409	48-36313	HDR DP BMW M3/M4 15-18 L6-3.0L (tt)	Gas
410	48-36315-HC	HDR DP BMW M2 16-19 L6-3.0L (t) N55	Gas
411	48-36315-HN	BMW M2 (F87) 16-17 L6-3.0L (t) N55	Gas
412	48-36316-YN	BMW M3 96-99 (E36) L6-3.2L	Gas
413	48-36317-HC	HDR DP BMW 340i (F3x) 16-18 L6-3.0L (t) B58	Gas
414	48-36317-HN	BMW 340i/440i (F3X) 16-17 L6-3.0L (t) B58	Gas
415	48-36318-HN	MINI Cooper S (R56) 07-13 L4-1.6L(t) N18	Gas
416	48-36319-RN	MINI Cooper S (R56) 07-13 L4-1.6L(t) N18	Gas
417	48-36320-RN	HDR RP BMW Z4 M (E85/86) 06-08 L6-3.2L	Gas
418	48-36321-HC	HDR DP BMW X6 M (F86) 15-18 V8-4.4L (tt)	Gas
419	48-36321-HN	HDR DP BMW X6 M (F86) 15-18 V8-4.4L (tt)	Gas
420	48-36322-HN	HDR DP MINI Cooper S 15-20 L4-2.0L (t)	Gas
421	48-36323-RN	HDR RP Mini Cooper S 14-19 L4-2.0L (t)	Gas
422	48-36403	HDR Porsche C2S 991 12-15 H6-3.8L	Gas
423	48-36404	HDR Porsche Cayman S (981) 13-16 H6-3.4L	Gas
424	48-36405	HDR Porsche Cayman S (981) 13-15 H6-3.4L	Gas
425	48-36407-YC	HDR DP Audi A4 (B9) 17-20 L4-2.0L (t)	Gas
426	48-36407-YN	HDR DP Audi A4 (B9) 17-20 L4-2.0L (t)	Gas
427	48-36408-YC	HDR DP VW GTI (MKVII) 15-20 L4-2.0L (t)	Gas
428	48-36411-YC	HDR DP VW Golf R (MKVII) 15-19 L4-2.0L (t)	Gas
429	48-36602-HC	HDR DP Honda Civic Si 12-15 L4-2.4L	Gas
430	48-36602-HN	HDR DP Honda Civic Si 12-15 L4-2.4L	Gas
431	48-36603-HC	HDR Honda Civic Si 06-11 L4-2.0L	Gas



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ROW	Part No.	Description	Fuel
432	48-36603-HN	HDR Honda Civic Si 06-11 I4-2.0L	Gas
433	48-36604-HC	HDR DP Honda Civic 16-19 I4-1.5L (t)	Gas
434	48-36604-HN	Honda Civic 16-17 I4-1.5L (t)	Gas
435	48-36606-HC	HDR DP Honda Civic Type R 17-19 I4-2.0L (t)	Gas
436	48-36606-HN	Honda Civic Type R 2017 I4-2.0L (t)	Gas
437	48-36801-HC	HDR DP Subaru WRX STI 15-19 H4-2.5L (t)	Gas
438	48-36801-HN	HDR DP Subaru WRX STI 15-19 H4-2.5L (t)	Gas
439	48-37001-HC	HDR DP Hyundai Elantra GT Sport 2018 1.6L t	Gas
440	48-37001-HN	HDR DP Hyundai Elantra GT Sport 2018 1.6L t	Gas
441	48-37002-RN	HDR RP Hyundai Elantra GT Sport 2018 1.6L (t)	Gas
442	48-37003-HN	HDR Mazda MX-5 Miata (ND) 16-19 I4-2.0L	Gas
443	48-37004-RN	HDR RP Mazda MX-5 Miata (ND) 16-19 I4-2.0L	Gas
444	48-37005-HC	HDR DP Hyundai Veloster N 19-20 I4-2.0L (t)	Gas
445	48-38028-YC	HDR DP Jeep Wrangler (JL) 18-20 I4-2.0L (t)	Gas
446	48-38028-YN	HDR DP Jeep Wrangler (JL) 18-20 I4-2.0L (t)	Gas
447	48-42002-YC	HDR & C-Pipe Dodge Challenger 11-14 6.4L	Gas
448	48-42002-YN	HDR & C-Pipe Dodge Challenger 11-14 6.4L	Gas
449	48-42003	HDR Y-Pipe Dodge RAM Trucks 09-19 V8-5.7L	Gas
450	48-42004	HDR Y-Pipe Dodge RAM Trucks 09-15 V8-5.7L	Gas
451	48-42005	HDR C-Pipe Dodge Challenger 11-14 V8-6.4L	Gas
452	48-42006	HDR C-Pipe Dodge Challenger 11-14 V8-6.4L	Gas
453	48-42010-YC	HDR & Y-Pipe Dodge RAM 09-19 V8-5.7L 2/4WD	Gas
454	48-42013-YC	HDR & C-Pipe RAM 2500/3500 14-18 V8-6.4L	Gas
455	48-42013-YN	RAM 2500/3500 14-17 V8-6.4L HEMI, Incl Power Wagon	Gas
456	48-42024-RC	HDR Y-Pipe RAM 1500 2019 V8-5.7L HEMI	Gas
457	48-42024-RN	HDR Y-Pipe RAM 1500 2019 V8-5.7L HEMI	Gas
458	48-43003-YC	HDR & Y-Pipe Ford F-150 04-08 V8-5.4L	Gas
459	48-43003-YN	HDR & Y-Pipe Ford F-150 04-08 V8-5.4L	Gas
460	48-43004	HDR Y-Pipe Ford F-150 11-14 V8-5.0L	Gas
461	48-43005	HDR Y-Pipe Ford F-150 11-14 V8-5.0L	Gas
462	48-43006	HDR Y-Pipe Ford F-150 11-14 V6-3.5L (tt)	Gas
463	48-43007	HDR Y-Pipe Ford F-150 11-14 V6-3.5L (tt)	Gas
464	48-43008	HDR Y-Pipe Ford F-150 15-19 V6-2.7L (tt)	Gas
465	48-43009	HDR Y-Pipe Ford F-150 15-16 V6-2.7L (tt)	Gas
466	48-43010	HDR Y-Pipe Ford F-150 15-19 V6-3.5L (tt)	Gas
467	48-43010-YC	HDR Y-Pipe Ford F-150 15-20 V6-3.5L (tt)	Gas
468	48-43010-YN	HDR Y-Pipe Ford F-150 15-20 V6-3.5L (tt)	Gas
469	48-43011	HDR Y-Pipe Ford F-150 15-16 V6-3.5L (tt)	Gas
470	48-43015-1YC	HDR & Y-Pipe Ford F-150 15-20 V8-5.0L	Gas
471	48-43015-1YN	HDR & Y-Pipe Ford F-150 15-20 V8-5.0L	Gas
472	48-43015-YC	HDR & Y-Pipe Ford F-150 15-17 V8-5.0L	Gas
473	48-43015-YN	HDR & Y-Pipe Ford F-150 15-16 V8-5.0L	Gas
474	48-43020-HC	HDR DP Ford F-150 Raptor 17-19 V6-3.5L (tt)	Gas

## Appendix A

ROW	Part No.	Description	Fuel
475	48-43020-HN	Ford F-150 Raptor 2017 V6-3.5L (tt)	Gas
476	48-43026-RC	HDR Y-Pipe Ford F-150 15-19 V8-5.0L	Gas
477	48-43026-RN	HDR Y-Pipe Ford F-150 15-19 V8-5.0L	Gas
478	48-44001-YC	HDR & Y-Pipe GM Trucks 1500 09-13 V8	Gas
479	48-44002	HDR Y-Pipe GM Truck/SUV 09-13 V8-4.8/5.3L	Gas
480	48-44003-YC	HDR & Y-Pipe GM Trucks 14-19 V8-5.3L	Gas
481	48-44004	HDR Y-Pipe GM Trucks 1500 14-19 V8-5.3L	Gas
482	48-44005-YC	HDR & Y-Pipe GM Trucks 14-19 V8-5.3/6.2L	Gas
483	48-44005-YN	HDR & Y-Pipe GM Trucks 14-16 V8-5.3/6.2L	Gas
484	48-44006-YC	HDR & Y-Pipe GM Trucks 09-13 V8-4.8/5.3L	Gas
485	48-44140-RC	HDR Y-Pipe GM Trucks 1500 14-18 V8-6.2L	Gas
486	48-44141-YC	HDR & Y-Pipe GM Trucks 14-18 V8-6.2L	Gas
487	48-44142-YC	HDR & Y-Pipe GM Trucks 14-18 V8-6.2L	Gas
488	48-46001-YC	HDR & Y-Pipe Toyota Tacoma 05-11 4.0L 2/4WD	Gas
489	48-46006	HDR Y-Pipe Toyota Tacoma 05-15 V6-4.0L 2/4WD	Gas
490	48-46007-YN	HDR Y-Pipe Toyota FJ Cruiser 07-14 V6-4.0L	Gas
491	48-46008-YC	HDR & C-Pipe Toyota Tundra 10-19 V8-5.7L	Gas
492	48-46008-YN	HDR Y-Pipe Toyota Tundra 10-16 V8-5.7L	Gas
493	48-46011-RN	HDR Y-Pipe Toyota Tacoma 16-20 V6-3.5L 2WD	Gas
494	48-46012-HN	HDR Toyota Tacoma 16-20 V6-3.5L	Gas
495	48-46107-YC	HDR & C-Pipe Nissan Titan 04-15 V8-5.6L	Gas
496	48-46107-YN	Nissan Titan 04-15 V8-5.6L	Gas
497	48-46114-YC	HDR & C-Pipe Nissan Titan XD 16-19 V8-5.6L	Gas
498	48-46114-YN	HDR & C-Pipe Nissan Titan XD 16-19 V8-5.6L	Gas
499	48-46214-YC	HDR & Y-Pipe Jeep Wrangler 07-11 V6-3.8L	Gas
500	48-46303-HN	HDR DP BMW 328/428i (F30/32) 12-16 2.0L (t)	Gas
501	48-48020-YC	HDR & Y-Pipe Jeep Wrangler (TJ) 00-06 4.0L	Gas
502	48-48020-YN	HDR & Y-Pipe Jeep Wrangler (TJ) 00-06 4.0L	Gas
503	48-48022-HC	HDR DP Jeep Wrangler (JK) 12-18 V6-3.6L	Gas
504	48-48022-HN	Jeep Wrangler (JK) 12-17 V6-3.6L	Gas
505	48-48025-HC	HDR DP Jeep Wrangler (JL) 18-19 3.6L 2/4Dr	Gas
506	48-48025-HN	HDR DP Jeep Wrangler (JL) 18-19 3.6L 2/4Dr	Gas
507	48C34101	Chevrolet Corvette (C6) 05-13 V8-6.0L/6.2L/7.0L	Gas
508	48C34102-YC	HDR X-Pipe Chevrolet Corvette C5 97-04 5.7L	Gas
509	48C34102-YN	Chevrolet Corvette (C5) 97-04 V8-5.7L (LS1)	Gas
510	48C34104-YC	HDR X-Pipe Corvette C6 05-08 V8-6.0/6.2L	Gas
511	48C34104-YN	Chevrolet Corvette (C6) 05-08 V8-6.0L/6.2L (LS2/LS3)	Gas
512	48C34106-YC	HDR X-Pipe Corvette Z06 C6 06-13 6.2/7.0L	Gas
513	48C34106-YN	Chevrolet Corvette Z06/ZR1(C6) 06-13 V8-6.2L/7.0L (LS9/LS7)	Gas
514	48C34108-YC	HDR X-Pipe Corvette C6 09-13 V8-6.2L	Gas
515	48C34108-YN	Chevrolet Corvette (C6) 09-13 V8-6.2L (LS3)	Gas
516	48C34110	Chevrolet Corvette (C7) 14-16 V8-6.2L (LT1)	Gas
517	48C34111-YC	HDR X-Pipe Corvette C7 14-19 V8-6.2L	Gas

## Appendix A

ROW	Part No.	Description	Fuel
518	48C34111-YN	Chevrolet Corvette (C7) 14-16 V8-6.2L (LT1)	Gas
519	48C34124	Chevrolet Corvette (C5) 97-04 V8-5.7L (LS1)	Gas
520	49-36316	EXH 2.5 in RP BMW M3 (E9x) 08-13 V8-4.0L SS304	Gas
521	49-36319	EXH 2.5 in RP BMW 328i (E92/93) 07-13 L6-3.0L	Gas
522	49-36337-1C	EXH DP-B BMW M3/M4 15-20 L6-3.0L (tt) CF tip	Gas
523	49-36337-B	BMW M3/M4 (F80/F82) 15-17 L6-3.0L(tt) S55	Gas
524	49-36337-C	BMW M3/M4 (F80/F82) 15-17 L6-3.0L(tt) S55	Gas
525	49-36337-P	BMW M3/M4 (F80/F82) 15-17 L6-3.0L(tt) S55	Gas
526	49-36343-B	EXH DP-B BMW M2 Competition 2019 L6-3.0L (tt) blk	Gas
527	49-36343-C	EXH DP-B BMW M2 Competition 2019 L6-3.0L (tt) CF	Gas
528	49-36343-P	EXH DP-B BMW M2 Competition 2019 L6-3.0L (tt) pol	Gas
529	49-84001-B	EXH Polaris RZR XP 1000 15-20	Gas
530	49-84001-H	EXH Polaris RZR XP 1000 15-20	Gas
531	49-84002-B	EXH Polaris RZR XP Turbo 16-20	Gas
532	49-84002-H	EXH Polaris RZR XP Turbo 16-20	Gas
533	77-33001-PL	SCORCHER Pro PKG Ford Raptor 17-20 3.5L (tt)	Gas
534	77-34001-PL	SCORCHER Pro Corvette Z06 C7 15-17 V8-6.2L sc	Gas
535	77-34006-PL	SCORCHER Pro Chevrolet Corvette C7 14-18	Gas
536	77-46602-PL	SCORCHER GT PKG Honda Civic Type R 17-19 2.0L (t)	Gas
537	77-46602-PM	SCORCHER GT PKG Honda Civic Type R 17-19 2.0L (t)	Gas
538	46-10072	MAN INT Dodge Dsl Trucks 07.5-18 L6-6.7L	Diesel
539	48-36005-HC	HDR Scion FR-S/BRZ 13-19 H4-2.0L Street	Gas
540	48-36307	HDR BMW 3-Series (E9x) 06-13 L6-3.0L Street	Gas
541	49-36321	EXH 2.5 in RP BMW M3 (E9x) 08-13 V8-4.0L	Gas
542	48-36312-1	HDR DP BMW M3/M4/M2 Comp 15-19 L6-3.0L (tt) Street	Gas
543	48-46003-1YC	HDR & Y-Pipe Toyota Tacoma 12-15 4.0L 2/4WD Street	Gas
544	48-46003	HDR Toyota Tacoma 12-15 V6-4.0L Street	Gas
545	48-46001-HC	HDR Toyota Tacoma 05-11 V6-4.0L Street	Gas
546	48-34130-YC	HDR C-Pipe Chevrolet Corvette C7 14-19 6.2L Street	Gas
547	48-34129-YC	HDR X-Pipe Chevrolet Corvette C7 14-19 AT Street	Gas
548	48-36401	HDR Porsche C2S 991 12-16 H6-3.8L Street	Gas
549	48-34131-PK	HDR X-Pipe/C-Pipe Corvette C7 14-19 6.2L AT Street	Gas
550	48-36318-HC	HDR DP MINI Cooper S 09-13 L4-1.6L (t) Street	Gas
551	49-36330-C	BMW M2 (F87) 16-17 L6-3.0L (t) N55	Gas
552	49-36330-P	BMW M2 (F87) 16-17 L6-3.0L (t) N55	Gas
553	49-36330-B	BMW M2 (F87) 16-17 L6-3.0L (t) N55	Gas
554	48-36802	HDR Subaru WRX STI 04-19 H4-2.5L (t)	Gas
555	48-36402	HDR Porsche 911 Carrera 4 05-08 H6-3.6L	Gas

# **APPENDIX B**

## **Appendix B**

### **Exempt Products**

- Air Filters – Direct Fit Original Replacement
- Pre-Filters, which have the purpose to provide additional filtration protection to capture particulate matter and extend the life of the filter between cleanings. They also provide protection against water ingestion. Use of this item typically reduces air flow by 3-5%.
- Fluid Filters
- Suspension Products
- Differential Covers, Transmission Pans, Oil Pans
- Radiators
- Torque Convertors
- Filter Pans and Covers
- Engine Covers
- Intake Covers
- Couplings
- Gaskets
- Cables
- Mounting Devices/Brackets
- Air Compressor Mounts
- Protective Plates
- Oil Caps
- Mufflers
- Exhaust Tips
- Resonators
- Diff Cover & Trans Pan Components
- Pulleys
- Turbine Elbows
- Chemicals
- Bolts, Nuts, Washers, Clamps, Hose Fittings

# APPENDIX C

## Appendix C

### **Additional Criteria for Exempt Products**

A Product is an Exempt Product if it meets one of the following criteria.

1. The California Air Resource Board (“CARB”) has issued an Executive Order (“EO”) governing the Product; or
2. Within the last two years, aFe has completed and filed a complete application (“Complete Application”) for a CARB EO for the Product that meets the conditions set forth in Paragraphs a-d below. A “Complete Application” means an application for a CARB Executive Order that has been submitted to CARB and contains all forms and information, including the results of emissions testing or engineering evaluation, required for CARB to fully evaluate and take final action on the application.
  - a. The application has not been withdrawn;
  - b. aFe has not received any communication from CARB indicating that the application for the Product is not or will not be approved;
  - c. No documentation or information provided to CARB or to EPA related to the Product is materially incorrect or inaccurate; and
  - d. The Product is not capable of being used with a Stock Configuration that is not referenced in the Defendant’s Complete Application, including without limitation the Stock Configuration of a later model year vehicle.

# **APPENDIX D**



## **Appendix D**

### **List Financial Information Provided**

- aFe's year-to-date through June 30<sup>th</sup> financial statements for 2018-2020.
- aFe's year-end through December 31<sup>st</sup> financial statements for 2014-2019.
- aFe's Form 1120S federal income tax returns for 2014-2018.
- aFe's annual business plan documentation for 2019-2020.
- aFe's summary of ownership and annual compensation by executive, director, officer, or shareholder for 2014-2018.
- aFe's summary of shareholder distributions between January 1, 2014 and July 31, 2019.
- aFe's January 17, 2020 written responses to an information request from DOJ; the responses provided information about related business entities, related party transactions, recent business activities, and future business activities.
- aFe's written settlement communications to DOJ, as sent on August 17, 2020 and September 15, 2020.
- Jonathan Shefftz' "Supplemental and Rebuttal Expert Opinion on Economic Impact of Penalty Payment Regarding: Advanced Flow Engineering, Inc.," as submitted on August 14, 2020.
- Jonathan Shefftz' "Expert Opinion on Economic Impact of Penalty Payment Regarding: Advanced Flow Engineering, Inc.," as submitted on September 13, 2019.

# **APPENDIX E**

**Appendix E**

**Notice to Customers and Authorized Dealers**

[aFe LETTERHEAD]

Dear [Customer Name or Authorized Dealer Name]:

We are writing to make you aware of important changes in the type of products sold by Advanced Flow Engineering, Inc. (“aFe”). According to our records, you purchased certain aFe aftermarket performance products. For purposes of this letter, these products are hereinafter referred to as “Subject Products.”

As you may already know, starting in 2019 aFe began suspending all manufacturing and sales of Subject Products. aFe suspended those sales because EPA alleged that the manufacture and sale of Subject Products violated the Clean Air Act’s prohibition against motor vehicle parts or components that allow for bypassing, defeating or rendering inoperative any emissions control system or element of design on a vehicle. *See* 42 U.S.C. §7522(a)(3). Emissions control systems include the diesel particulate filter, exhaust gas recirculation system, catalysts, and onboard diagnostic system.

aFe recently entered into a civil judicial settlement with EPA to resolve disputes regarding its manufacturing, sale and installation of Subject Products. Although aFe has not admitted liability for violating the Clean Air Act, as part of the settlement it has agreed that, among other things, it will no longer (1) manufacture, sell, or install the Subject Products or (2) provide technical support (e.g., telephone support, online/chat support, warranty support) for the Subject Products. aFe has also agreed to provide you with this notice.

aFe’s settlement with EPA specifically allows for aFe to continue selling products covered by Executive Orders issued by the California Air Resources Board (“CARB”) or certain pending applications for CARB Executive Orders. aFe currently sells various CARB-certified products and more information concerning these CARB-certified products are available on aFe’s website, [www.aFe.com](http://www.aFe.com).

Sincerely,

[aFe Representative TBD]

# **APPENDIX F**

**Appendix F**

**NOTICE OF CAA PROVISIONS**

**CONSENT DECREE IN UNITED STATES**

**v.**

**ADVANCED FLOW ENGINEERING**

**TO: ALL OFFICERS, DIRECTORS, AND EMPLOYEES OF ADVANCED FLOW ENGINEERING:**

Advanced Flow Engineering (“aFe”) has entered into a civil judicial settlement with the federal government regarding the manufacture, sale, and installation of certain aftermarket performance products that the United States Environmental Protection Agency (“EPA”) alleged violated the Clean Air Act. Section 203 of the Clean Air Act prohibits the manufacture, sale, and installation of parts or components 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, and onboard diagnostic system. aFe has agreed to cease manufacturing, selling and offering to sell these products.

**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

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 products identified above may be subject to a civil action under the Clean Air Act.