

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

FILED

Sep 16, 2025

9:47 am

U.S. EPA REGION 3
HEARING CLERK

In the Matter of: :
: :
INTEGRITY AUTO GROUP, INC. : U.S. EPA Docket No. CAA-03-2025-0112
dba IAG Performance : :
1241 New Windsor Road : Proceeding under Section 205(c)(1) of the Clean
Westminster, MD 21158 : Air Act, 42 U.S.C. § 7524(c)(1)
: :
Respondent. :

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 ("Complainant") and INTEGRITY AUTO GROUP, INC. dba IAG Performance ("Respondent") (collectively the "Parties"), pursuant to Section 205(c)(1) of the Clean Air Act ("CAA"), 42 U.S.C. § 7524(c)(1), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. Section 205(c)(1) of the CAA, 42 U.S.C. § 7524(c)(1), authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "Consent Agreement and Final Order") resolve Complainant's civil penalty claims against Respondent under the CAA (or the "Act") for the violations alleged herein
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency ("EPA") has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(2).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
11. By signing this Consent Agreement, Respondent waives any rights or defenses that respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Consent Agreement.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
13. This proceeding arises under Part A of Title II of the CAA, 42 U.S.C. §§ 7521-7554, and the regulations promulgated thereunder. These laws aim to reduce emissions from

mobile sources of air pollution, including non-methane hydrocarbons ("NMHC"), particulate matter ("PM") oxides of nitrogen ("NOx"), and carbon monoxide ("CO").

14. Section 203(a)(I) of the CAA, 42 U.S.C. § 7522(a)(I), prohibits a vehicle manufacturer from selling a new motor vehicle in the United States unless the vehicle is covered by a certificate of conformity ("COC").
15. The term "motor vehicle" is defined in Section 216(2) of the CAA, 42 U.S.C. § 7550(2), as "any self-propelled vehicle designed for transporting persons or property on a street or highway."
16. The EPA issues COCs to vehicle manufacturers (also known as "original equipment manufacturers" or "OEMs") under Section 206(a) of the CAA, 42 U.S.C. § 7525(a), to certify that a particular group of motor vehicles conforms to applicable EPA requirements governing motor vehicle emissions.
17. To obtain a COC for a given motor vehicle test group or engine family, the OEM must demonstrate that each motor vehicle or motor vehicle engine will not exceed established emission standards for NMHC, PM, NOx, CO, and other pollutants. 40 C.F.R. §§ 86.004-21, 86.1811-04, 86.1844.01.
18. The COC application must describe, among other things, the emissions-related elements of design of the motor vehicle or motor vehicle engine. This includes all auxiliary emission control devices, which are defined as "any element of design which senses temperature, vehicle speed, engine RPM, transmission gear, manifold vacuum, or any other parameter for the purposes of activating, modulating, delaying, or deactivating the operation of any part of the emission control system" of the motor vehicle. 40 C.F.R. §§ 86.094-21, 86.1844-01.
19. An "element of design" means "any control system (*i.e.*, computer software, electronic control system, computer logic), and/or control system calibrations, and/or the results of systems interaction, and/or hardware items on a motor vehicle or motor vehicle engine." 40 C.F.R. § 86.094-2.
20. Exhaust gas recirculation ("EGR") is an emissions-related element of design that reduces NO_x emissions, which are formed at the high temperatures caused during fuel combustion. By recirculating exhaust gas through the engine, EGR reduces engine temperature and NO_x emissions.
21. An air pump or smog pump ("AIR pump") is an emissions-related element of design that injects fresh air into the exhaust stream to burn off uncombusted fuel which reduces NMHC emissions, and to warm and make catalytic converters more efficient in converting pollutants to less harmful substances.

22. A tumble generator valve housing ("TGV housing") is an emissions-related element of design that provides turbulence to the air intake allowing for more complete fuel combustion, and better emission control by minimizing the cold start period.
23. A catalytic converter is an emissions-related element of design that removes pollutants such as CO and NO_x from motor vehicle exhaust, either by oxidizing them into carbon dioxide and water or reducing them to nitrogen.
24. Engine control module ("ECM") means an electronic hardware device, together with the software and calibrations installed on the device, that is capable of controlling, among other things, the operation of the emission control system in a motor vehicle.
25. An on-board diagnostic system ("OBD") is an element of design that include systems of components and sensors designed to detect, record, and report malfunctions of monitored emissions-related systems or components. 40 C.F.R. § 86.1806-05(b).
26. Under Section 202(m) of the CAA, 42 U.S.C. § 7521(m), the EPA promulgated regulations requiring OBD systems to be installed on Light-Duty Vehicles and Light-Duty Trucks beginning with the 1994 model year and Light Heavy-Duty Trucks (up to 14,000 lbs) beginning with the 2007 model year.
27. Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), prohibits any person from manufacturing, selling, offering to sell, or installing any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with Title II of the CAA, and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.
28. Persons violating Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), are subject to a civil penalty of up to \$5,911 for each violation that occurred on or after November 2, 2015, where penalties are assessed on or after January 8, 2025. Section 205(a) of the CAA, 42 U.S.C. § 7524(a); 40 C.F.R. § 19.4; Civil Monetary Penalty Inflation Adjustment Rule, 90 Fed. Reg. 1,375, 1,378 (January 8, 2025).
29. Respondent is a Maryland corporation with a principal place of business located at 1241 New Windsor Road in Westminster, Maryland.
30. Respondent is a "person" as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), and within the meaning Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B)
31. On July 21, 2020, the EPA issued a request for information ("RFI") letter pursuant to Section 208(a) of the CAA, 42 U.S.C. § 7542(a), requiring Respondent to provide

information to determine whether it had acted and was acting in compliance with Section 203(a) of the CAA, 42 U.S.C. § 7522(a).

32. Beginning August 15, 2020, Respondent provided its response to EPA's July 21, 2020 RFI letter.
33. On June 27, 2023, the EPA issued a Notice of Noncompliance informing Respondent that EPA suspected that it had committed multiple violations of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B).
34. On March 5, 2025, the EPA issued a second RFI letter pursuant to Section 208(a) of the CAA, 42 U.S.C. § 7542(a), requiring Respondent to provide additional information to determine whether it had acted and was acting in compliance with Section 203(a) of the CAA, 42 U.S.C. § 7522(a).
35. On May 5, 2025, Respondent provided its response to EPA's March 5, 2025 RFI letter.

Count I
Manufacturing, Selling or Installing Defeat Devices

36. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
37. The information in Respondent's responses to the EPA's July 21, 2020 and March 5, 2025 RFI letters show that from January 1, 2017 through May 5, 2025 Respondent sold or installed on at least 14,590 occasions the parts or components identified in Attachment A, most of which were manufactured by Respondent, and each of which EPA alleges have a principal effect of bypassing, defeating, or rendering inoperative Subaru motor vehicle EGR, AIR pump, TGV housing, or catalytic converter systems, or the associated ECM stock calibrations and OBDS that ensure the proper functioning of such systems, installed by vehicle OEMs in compliance with Title II of the CAA ("defeat devices"); and that Respondent knew or should have known such parts were being offered for sale or installed for such use.
38. Respondent's conduct described in Paragraph 37 constitutes the manufacturing, selling or installing defeat devices as contemplated by and in violation of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B).
39. Pursuant to Section 205(a) of the CAA, 42 U.S.C. § 7524(a), each defeat device manufactured, installed or sold constitutes a separate violation of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B).
40. During the time period from January 1, 2017 through May 5, 2025, EPA alleges that Respondent committed at least 14,590 violations of Section 203(a)(3)(B) of the CAA, 42

U.S.C. § 7522(a)(3)(B), and is subject to the assessment of civil penalties under Section 205(a) of the CAA, 42 U.S.C. § 7524(a).

CIVIL PENALTY

41. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of *FOUR HUNDRED AND TWENTY-SIX THOUSAND ONE HUNDRED* dollars (\$426,100), which Respondent shall be liable to pay in accordance with the terms set forth below.
42. In determining the amount of the civil penalty to be assessed, EPA has taken into account the factors specified in Section 205(c)(2) of the CAA, 42 U.S.C. § 7524(c)(2). After considering these factors, EPA has determined that an appropriate penalty to settle this action is \$426,100.
43. Respondent agrees to pay a civil penalty in the amount of \$426,100 ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
44. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Any checks should be made payable to "Treasurer, United States of America." *However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025 Executive Order on [Modernizing Payments To and From America's Bank Account](#), Respondent shall pay using one of the electronic payments methods listed on [EPA's How to Make a Payment website](#) and will not pay with a paper check.*
45. When making a payment, Respondent shall:
 - a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, Docket No: CAA-03-2025-0112,
 - b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously **by email** to the following person(s):

Jennifer M. Abramson
Senior Assistant Regional Counsel
Abramson.Jennifer@epa.gov,

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

“Proof of Payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

46. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7524(c)(6), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.
- a. Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7524(c)(6), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard underpayment rate, equal to the Federal short-term rate plus 3 percentage points.
 - b. Handling Charges. The United States’ enforcement expenses including, but not limited to, attorneys’ fees and costs of collection proceedings.
 - c. Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.
47. Late Penalty Actions. In addition to the amounts described in the prior paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Consent Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following.
- a. Refer the debt to a credit reporting agency or a collection agency, per to 40 C.F.R. §§ 13.13 and 13.14.
 - b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, per 40 C.F.R. § 13.17.
 - d. Request that the Attorney General bring a civil action in the appropriate district court to recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, per 42 U.S.C. § 7524(c)(6). In any such action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.
48. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
49. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
50. Payment of the civil penalty is due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
51. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: Abramson.Jennifer@epa.gov (for Complainant), and jj@iagperformance.com and mmajor@powerfulcompliance.com (for Respondent).
52. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send to the IRS annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, **including** amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to the EPA's Cincinnati Finance Center at henderson.jessica@epa.gov, within 30 days after the Final Order ratifying this Consent Agreement is filed, and the EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the effective date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify the EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Effective Date of the Final Order per Paragraph 59; and
 - ii. provide the EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

GENERAL SETTLEMENT CONDITIONS

53. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
54. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission

of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

CERTIFICATION OF COMPLIANCE

55. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

56. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the CAA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

57. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under the CAA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

EXECUTION /PARTIES BOUND

58. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By providing the signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that the person signing is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE


59. The effective date of this Consent Agreement and Final Order ("Effective Date") is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region 3, or the Regional Administrator's designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

ENTIRE AGREEMENT

60. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

For Respondent: INTEGRITY AUTO GROUP, INC.
dba IAG Performance

Date: 08-13-25

By: 

Jalil G. Jabaji, President
INTEGRITY AUTO GROUP, INC.
dba IAG Performance

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or the Regional Administrator's designee, the Regional Judicial Officer, issue the attached Final Order.

By: **ANDREA BAIN** Digitally signed by ANDREA BAIN
Date: 2025.09.03 07:36:58 -04'00'

[Digital Signature and Date]
Acting Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: **JENNIFER
ABRAMSON** Digitally signed by JENNIFER
ABRAMSON
Date: 2025.08.14 06:02:13 -04'00'

[Digital Signature and Date]
Jennifer M. Abramson
Senior Assistant Regional Counsel
U.S. EPA – Region 3

Part Number	Manufacturer	Description
AP3-SUB- 001	Cobb	COBB V3 Accessport for 2002-05 Subaru WRX 2.0L
AP3-SUB- 002	Cobb	COBB V3 Accessport for 06-07 WRX, 04-07 STI, 05-06 LGT / Spec B, 04-06 FXT
AP3-SUB- 003	Cobb	COBB V3 Accessport for 08-14 WRX, 08-14 STI, 07-12 LGT / Spec B, 07-13 FXT
AP3-SUB- 004	Cobb	COBB V3 Accessport for 2015-19 Subaru WRX, 15-19 STI, 14-18 FXT
IAG-ENG- 2050BK	IAG Performance	IAG Air Pump Plates For 06-14 WRX, 07-18 STI, 06-09 LGT (Black)
IAG-ENG- 2050SL	IAG Performance	IAG AIR PUMP BLOCK OFF PLATES FOR 06+ WRX, 07+ STI, 06+ LGT (PAIR)
IAG-ENG- 2050RD	IAG Performance	IAG Air Pump Plates For 06-14 WRX, 07-18 STI, 06-09 LGT (Black)
IAG-ENG- 2051BK	IAG Performance	IAG EGR Plates Kit For 2015+ WRX (Black) – For installing 2015+ heads on older models
IAG-ENG- 2051RD	IAG Performance	IAG EGR Plates Kit For 2015+ WRX (Red) – For installing 2015+ heads on older models
IAG-AFD- 3000BK	IAG Performance	IAG CNC Top Feed TGV Housings For 02-07 WRX (Black)
IAG-AFD- 3000BK	IAG Performance	IAG Blemished Black CNC Top Feed TGV Deletes for 2002-07 Subaru WRX & 06-07 FXT
IAG-AFD- 3000BK-BLEM1	IAG Performance	IAG Blemished Black CNC Top Feed TGV Deletes for 2002-07 Subaru WRX & 06-07 FXT
IAG-AFD- 3000BK- BLEM2	IAG Performance	IAG Blemished Black CNC Top Feed TGV Deletes for 2002-07 Subaru WRX & 06-07 FXT
IAG-AFD- 3000BK- USED	IAG Performance	Used IAG CNC Top Feed TGV Housings For 02-07 WRX (Black)
IAG-AFD- 3000FTBK	IAG Performance	IAG CNC Top Feed TGV Housings For 02-07 WRX (Flat Black)
IAG-AFD- 3000GD	IAG Performance	IAG CNC Top Feed TGV Housings For 02-07 WRX (Gold)
IAG-AFD- 3000GD- BLEM	IAG Performance	Blemished IAG Gold CNC Top Feed TGV Deletes for 2002-07 Subaru WRX & 06-07 FXT
IAG-AFD- 3000GD- BLEM1	IAG Performance	Blemished IAG Gold CNC Top Feed TGV Deletes for 2002-07 Subaru WRX & 06-07 FXT
IAG-AFD- 3000SL	IAG Performance	IAG CNC Top Feed TGV Housings For 02-07 WRX (Silver)
IAG-AFD- 3000SL- BLEM	IAG Performance	IAG Blemished CNC Top Feed TGV Housings For 02-07 WRX (Silver)
IAG-AFD- 3001BK	IAG Performance	IAG CNC Top Feed TGV Housings For 07+ STI, 08-14 WRX, 07-12 LGT (Black)
IAG-AFD- 3001BK- BLEM	IAG Performance	IAG Blemished Black CNC Top Feed TGV Deletes for 2007-17 Subaru STI, 08-14 WRX, 07-12 LGT, 08-13 FXT
IAG-AFD- 3001GD	IAG Performance	IAG CNC Top Feed TGV Housings For 07+ STI, 08-14 WRX, 07-12 LGT (Gold)
IAG-AFD- 3001SL	IAG Performance	IAG Top Feed TGV Housings 07+ STI, 08-14 WRX, 07-12 LGT (Silver)
IAG-AFD-3001SL- BLEM	IAG Performance	Blemished IAG Silver CNC Top Feed TGV Deletes for 2007-17 Subaru STI, 08-14 WRX, 07-12 LGT, 08-13 FXT
IAG-AFD- 3001SL-BLEM1	IAG Performance	Blemished IAG Silver CNC Top Feed TGV Deletes for 2007-17 Subaru STI, 08-14 WRX, 07-12 LGT, 08-13 FXT
IAG-AFD- 3002BK	IAG Performance	IAG CNC Side Feed TGV Housings For 04-06 STI Black
IAG-AFD- 3002SL	IAG Performance	IAG CNC Side Feed TGV Housings For 04-06 STI Silver

IAG-AFD-3002SL- BLEM	IAG Performance	IAG Blemished CNC Side Feed TGV Housings For 04-06 STI Silver
IAG-AFD- 3003BK	IAG Performance	IAG CNC SIDE FEED TGV DELETES FOR 05-07 LGT BLACK
IAG-AFD- 3003BK- BLEM	IAG Performance	IAG Blemished Black CNC Side Feed TGV Deletes for 2005-06 Legacy GT
IAG-AFD- 3003SL	IAG Performance	IAG CNC Side Feed TGV Housings For 05-06 LGT Silver
IAG-AFD- 3003SL-BLEM	IAG Performance	IAG Blemished Silver CNC Side Feed TGV Housings for 2005-06 Legacy GT
IAG-AFD- 3004BK	IAG Performance	IAG CNC TGV Housings for WRX 15+ Black
IAG-AFD- 3004BK- BLEM	IAG Performance	IAG Performance Blemished CNC TGV Deletes for 2015 - 16 Subaru WRX / Forester XT (Black)
IAG-AFD- 3004BK- BLEM2	IAG Performance	IAG Performance Blemished CNC TGV Deletes for 2015 - 16 Subaru WRX / Forester XT (Black)
IAG-AFD- 3004GD	IAG Performance	IAG CNC TGV Housings for WRX 15+ Gold
IAG-AFD- 3004SL	IAG Performance	IAG CNC TGV Housings for WRX 15+ Silver
IAG-AFD- 3004SL- BLEM	IAG Performance	IAG Blemished CNC TGV Housings for 2015 -17 Subaru WRX / Forester XT (Silver)
IAG-AFD-3004SL- BLEM2	IAG Performance	IAG Blemished CNC TGV Housings for 2015 -17 Subaru WRX / Forester XT (Silver)
IAG-AFD- 3010BK	IAG Performance	IAG V2 Top Feed TGV Housings (02- 14 WRX, 07+ STI, 07-12 LGT, 09-13 FXT) Black
IAG-AFD- 3010SL	IAG Performance	IAG V2 Top Feed TGV Housings (02- 14 WRX, 07+ STI, 07-12 LGT, 09-13 FXT) Silver
IAG-AFD- 3014BK	IAG Performance	IAG CNC TGV Housings for WRX 15+ Black
IAG-AFD- 3014GD	IAG Performance	IAG CNC TGV Housings for WRX 15+ Gold
IAG-AFD- 3014SL	IAG Performance	IAG CNC TGV Housings for WRX 15+
IAG-AFD- 3020BK	IAG Performance	IAG Complete TGV Housings For 2015+ WRX (Black)
IAG-AFD- 3020SL	IAG Performance	IAG Lower Intake Plenum For 2015+ WRX (Silver)
IAG-AFD- 3040SL	IAG Performance	IAG EJ Dual Injector TGV Housing w/ Fuel Rails For 02-14 WRX, 04-20 STI
IAG-AFD- 3301BKRD	IAG Performance	IAG Top Feed Conversion Kit – V2 Black TGV, Red Rails, Custom Lines for OEM FPR (04-06 STI, 04-05 FXT)
IAG-AFD- 3301SLRD	IAG Performance	IAG Top Feed Conversion Kit – V2 Silver TGV, Red Rails, Custom Lines for OEM FPR (04-06 STI, 04-05 FXT)
IAG-AFD- 3302SLGD	IAG Performance	IAG Top Feed Conversion Kit - V2 Silver TGV, Gold Rails, Custom Lines for Aeromotive FPR (04-06 STI, 04-05 FXT)
IAG-AFD- 3302SLRD	IAG Performance	IAG Top Feed Conversion Kit - V2 Silver TGV, Red Rails, Custom Lines for Aeromotive FPR (04-06 STI, 04-05 FXT)

FILED

Sep 16, 2025

9:47 am

**U.S. EPA REGION 3
HEARING CLERK**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103**

In the Matter of: :
 :
INTEGRITY AUTO GROUP, INC. : **U.S. EPA Docket No. CAA-03-2025-0112**
dba IAG Performance :
1241 New Windsor Road : **Proceeding under Section 205(c)(1) of the Clean**
Westminster, MD 21158 : **Air Act, 42 U.S.C. § 7524(c)(1)**
 :
Respondent.

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, INTEGRITY AUTO GROUP, INC. dba IAG Performance, have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

NOW, THEREFORE, PURSUANT TO Section 205(c)(1) of the Clean Air Act, 42 U.S.C. § 7524(c)(1), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of *FOUR HUNDRED AND TWENTY-SIX THOUSAND ONE HUNDRED* dollars (\$426,100), in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the Clean Air Act and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: **JEFFREY NAST** Digitally signed by JEFFREY NAST
Date: 2025.09.16 08:46:01 -04'00'

[Digital Signature and Date]
Regional Judicial and Presiding Officer
U.S. EPA Region 3

