

F I L E D  
**Apr 30, 2026**  
Clerk, Environmental Appeals Board  
INITIALS RLM

**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

\_\_\_\_\_)  
In re Eagle Safe Surfaces Colorado Inc. )  
DBA Eagle & Myslik Inc. ) Docket No. CAA-2026-8726  
\_\_\_\_\_)

**FINAL ORDER**

\_\_\_\_\_  
Decided April 30, 2026  
\_\_\_\_\_

*Before Environmental Appeals Judges Aaron P. Avila and Ammie Roseman-Orr.*

*Order of the Board by Judge Avila:*

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA’s Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.

**BEFORE THE ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

In the Matter of:

EAGLE SAFE SURFACES COLORADO INC.  
DBA EAGLE & MYSLIK INC.

Respondent.

Docket No.  
CAA-2026-8726

**CONSENT AGREEMENT**

**Preliminary Statement**

1. This is a civil administrative penalty assessment proceeding instituted under Section 205(c)(1) of the Clean Air Act (“CAA”), 42 U.S.C. § 7524(c)(1). The issuance of this Consent Agreement and attached Final Order (“CAFO”) simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
2. Complainant in this matter is the United States Environmental Protection Agency (“EPA” or “Complainant”). On the EPA’s behalf, Sparsh S. Khandeshi, Acting Director, Air Enforcement Division, Office of Civil Enforcement, Office of Enforcement and Compliance Assurance, is authorized by lawful delegation to institute and settle civil administrative penalty assessment proceedings under Section 205(c)(1) of the CAA, 42 U.S.C. § 7524(c)(1).
3. Respondent in this matter is Eagle Safe Surfaces Colorado Inc. DBA Eagle & Myslik Inc. (“Eagle and Myslik” or “Respondent”). Respondent is a corporation organized under the laws of the State of Colorado with an office at 2869 S. Shoshone Street, Englewood, CO 80110. Among other things, the Respondent imports and sells nonroad vehicles.
4. The EPA and Respondent (referred to collectively as “Parties” and individually as “Party”), having agreed to settle this action, consent to the entry of this CAFO.

5. The Parties agree to settle this case without taking testimony and without adjudication of any issues of law or fact herein and agree with the terms of this CAFO.

### **Jurisdiction**

6. This Consent Agreement is entered into under Section 205(c)(1) of the 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,” 40 C.F.R. Part 22 (“Consolidated Rules”).
7. The EPA may administratively assess a civil penalty if the penalty sought is less than \$472,901. 42 U.S.C. § 7524(c)(1); 40 C.F.R. § 19.4.
8. The Consolidated Rules provide that where the Parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a CAFO. 40 C.F.R. §§ 22.13(b), 22.18(b).
9. The Environmental Appeals Board is authorized to issue consent orders memorializing settlements between the EPA and Respondent resulting from administrative enforcement actions under the CAA, and to issue final orders assessing penalties under the CAA. 40 C.F.R. §§ 22.4(a)(1), 22.18(b)(3).

### **Governing Law**

10. This proceeding arises under Part A of Title II of the CAA, CAA §§ 202-219, 42 U.S.C. §§ 7521-7554, and the regulations promulgated thereunder. These laws aim to reduce emissions from mobile sources of air pollution, generally including non-methane hydrocarbons, particulate matter, oxides of nitrogen, and carbon monoxide. The Alleged Violations of Law, stated below, concern the illegal importation of nonroad engines, specifically runway snow sweepers.
11. Manufacturers of new motor vehicles or new motor vehicle engines are prohibited from selling, offering for sale, or introducing into commerce, or delivering for introduction into commerce, or

any person from importing into the United States, any new motor vehicle or new motor vehicle engine unless such vehicle or engine is covered by a certificate of conformity issued by the EPA under regulations prescribed by the CAA governing vehicle and engine emission standards. 42 U.S.C. § 7522(a)(1).

12. Section 213(d) of the CAA, 42 U.S.C. § 7547(d), extends the prohibition in Section 203(a)(1) to new nonroad vehicles and engines, as Section 213(d) provides that the standards for nonroad vehicles and engines are required to be enforced in the same manner as the standards prescribed under Section 202 of the CAA for motor vehicles and motor vehicle engines. Further, Section 213(d) states that the EPA shall revise or promulgate regulations as may be necessary to determine compliance with, and enforce, standards in effect under CAA Section 113.
13. “Person” is defined as including individuals, corporations, partnerships, associations, states, municipalities, and political subdivisions of a states. 42 U.S.C. § 7602(e).
14. “Manufacturer” is defined as “any person engaged in the manufacturing or assembling of new motor vehicles, new motor vehicle engines, new nonroad vehicles or new nonroad engines, or importing such vehicles or engines for resale, or who acts for and is under the control of any such person in connection with the distribution of new motor vehicles, new motor vehicle engines, new nonroad vehicles or new nonroad engines....” 42 U.S.C. § 7550(1). *See also* 40 C.F.R. § 1068.30 (“manufacturer” includes importers that import new engines or new equipment into the United States for resale).
15. “Nonroad engine” is defined as “an internal combustion engine (including the fuel system) that is not used in a motor vehicle or a vehicle used solely for competition,” or that is not subject to standards applicable to new stationary sources in Section 111 of the CAA, 42 U.S.C. § 7411 or new motor vehicles in Section 202 of the CAA, 42 U.S.C. § 7521. 42 U.S.C § 7550(10).

16. “Nonroad vehicle” is defined as “a vehicle that is powered by a nonroad engine and that is not a motor vehicle or a vehicle used solely for competition.” 42 U.S.C. § 7550(11).
17. The EPA is required to promulgate standards for new nonroad engines that will achieve the greatest degree of emission reduction available and requires that the EPA consider standards equivalent in stringency to those applicable to comparable motor vehicles and engines. 42 U.S.C. § 7547(a)(3).
18. Under Section 213 of the CAA, 42 U.S.C. § 7547, the EPA promulgated emission standards for compression-ignition (commonly called “diesel”) nonroad engines at 40 C.F.R. Part 1039.
19. The regulations at 40 C.F.R. Part 1039 apply for all new, compression-ignition nonroad engines, as defined in § 1039.801. 40 C.F.R. § 1039.1.
20. “Compression-ignition” is defined as “relating to a type of reciprocating, internal-combustion engine that is not a spark-ignition engine.” 40 C.F.R. § 1039.801.
21. “New nonroad engine” includes, among other things, an imported nonroad engine with a maximum engine power of 130 ≤kilowatts ≤560 and produced after January 1, 1996. 40 C.F.R. § 1039.801.
22. The EPA administers a certification program, under which it issues certificates of conformity, to ensure that every new motor vehicle and nonroad engine introduced into United States commerce satisfies applicable emission standards. 42 U.S.C. §§ 7525 and 7547.
23. To obtain a certificate of conformity for a given nonroad engine family and model year, the manufacturer must submit an application demonstrating that each nonroad engine will not exceed established emission standards for certain pollutants. *See* 40 C.F.R. §§ 1039.201, 1039.205. If the EPA determines the application is complete and meets the requirements of 40 C.F.R Part 1039 and the CAA, the EPA will issue a certificate of conformity for the emission family for that

model year. 40 C.F.R. § 1039.255(a). The EPA may deny an application if it determines the engine family does not meet applicable requirements. 40 C.F.R. § 1039.255(b).

24. A valid certificate of conformity is one that applies for the same model year as the model year of the engine or equipment (except as allowed by 40 C.F.R. § 1068.105(a)), covers the appropriate category or subcategory of engines/equipment, and conforms to all requirements specified for equipment in the standard-setting part. 40 C.F.R. § 1068.101(a)(1)(i). Engines or equipment are not considered covered by a certificate unless they are in a configuration described in the application for certification. *Id.*
25. The requirements and prohibitions of 40 C.F.R. Part 1068, the General Compliance Provisions for Highway, Stationary, and Nonroad Programs, apply to everyone, including anyone who manufactures, imports, installs, owns, operates, or rebuilds any of the engines subject to Part 1039, or equipment containing these engines. *See* 40 C.F.R. § 1039.15(b).
26. A manufacturer may not sell, offer for sale, introduce into commerce in the United States, deliver for introduction into commerce into the United States, or import into the United States (or cause any of the foregoing with respect to) a new nonroad engine unless it is covered by a certificate of conformity or is otherwise exempt from certification. *See* 40 C.F.R. §§ 1068.101(a)(1), (b)(5).
27. Manufacturers are prohibited from importing an uncertified engine or piece of equipment if it is defined to be new in the standard-setting part with a model year for which emission standards applied. 40 C.F.R. § 1068.101(b)(5).
28. Any violation of Section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), is a separate offense with respect to each new nonroad vehicle or engine. 42 U.S.C. § 7524(a); 40 C.F.R. § 1068.101(a)(1).

29. Persons violating Section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), are each liable for civil penalties of up to \$59,114 per engine for each violation occurring after November 2, 2015. 42 U.S.C. § 7524(a); 40 C.F.R. § 19.4.

### **Stipulated Facts**

30. Respondent is a “person” within the meaning of 42 U.S.C. § 7602(e).
31. From 2022 through 2025, Respondent imported 28 trucks equipped with Daimler OM470LA and OM471LA model diesel engines into the United States. The engines each have a maximum engine power ranging from 456 to 530 horsepower, or approximately 335 to 390 kilowatts. The trucks were equipped for nonroad use as part of Øveraasen-branded snow removal plows and sweepers for airport runway use.
32. Collectively, the 28 trucks are referred to as the “Subject Vehicles” and the engines in the trucks are referred to as the “Subject Engines.” The Subject Vehicles and Subject Engines are identified in Exhibit A.
33. Respondent is a “manufacturer” of the Subject Engines within the meaning of 42 U.S.C. § 7550(1) and 40 C.F.R. § 1068.30.
34. The Subject Engines are “nonroad engines” within the meaning of 42 U.S.C § 7550(10), and “new, compression-ignition nonroad engines” within the meaning of 40 C.F.R. §§ 1039.1 and 1039.801.
35. The Subject Engines were not covered by any certificates of conformity issued by the EPA under 40 C.F.R. Part 1039, and no exemption or exclusion from the certification requirements applied to these engines under either Subparts C or D of 40 C.F.R. Part 1068.

### **Alleged Violations of Law**

36. By importing the new, nonroad compression-ignition engines identified in Exhibit A without a valid certificate of conformity issued by the EPA under 40 C.F.R. Part 1039, or under an exemption or exclusion under 40 C.F.R. Part 1068, Respondent violated Sections 203(a)(1) and 213(d) of the CAA, 42 U.S.C. §§ 7522(a)(1) and 7547(d), and the corresponding implementing regulations under 40 C.F.R. Parts 1039 and 1068. Each import of an uncertified engine constitutes a separate violation under Section 203(a)(1), resulting in 28 violations.

### **Terms of Consent Agreement**

37. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- (a) admits that the EPA has jurisdiction over the subject matter alleged in this Consent Agreement;
  - (b) admits to the stipulated facts stated above;
  - (c) neither admits nor denies the alleged violations of law stated above;
  - (d) consents to the assessment of a civil penalty as stated below;
  - (e) consents to any conditions specified in this Consent Agreement;
  - (f) waives any right to contest the alleged violations of law; and
  - (g) waives its rights to appeal the Final Order accompanying this Consent Agreement.
38. For the purpose of this proceeding, Respondent:
- (a) agrees that this Consent Agreement states a claim upon which relief may be granted against Respondent;
  - (b) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Consent Agreement, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);

- (c) 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 Consent Agreement and Final Order;
- (d) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to enforce this Consent Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- (e) consents to personal jurisdiction in any action to enforce this Consent Agreement or Order, or both, in the United States District Court for the District of Columbia;
- (f) agrees that Respondent may not delegate duties under this Consent Agreement to any other Party without the written consent of the EPA, which may be granted or withheld at EPA's unfettered discretion. If the EPA so consents, the Consent Agreement is binding on the Party or Parties to whom the duties are delegated;
- (g) acknowledges that this Consent Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (h) acknowledges that this Consent Agreement and attached Final Order will be available to the public and agree that it does not contain any confidential business information or personally identifiable information;
- (i) acknowledges that its tax identification number may be used for collecting or reporting any delinquent monetary obligation arising from this Agreement (*see* 31 U.S.C. § 7701);

- (j) certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete; and
- (k) acknowledges that there are significant penalties for knowingly submitting false, fictitious, or fraudulent information, including the possibility of fines and imprisonment (*see* 18 U.S.C. § 1001).

39. For purposes of this proceeding, the Parties each agree that:

- (a) this Consent Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings, whether written or oral, among the Parties with respect to the subject matter hereof;
- (b) this Consent Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on each of the Parties individually as fully and completely as if the Parties had signed one single instrument, so that the rights and liabilities of the Parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Consent Agreement;
- (c) its undersigned representative is fully authorized by the Party whom he or she represents to bind that Party to this Consent Agreement and to execute it on behalf of that Party;
- (d) each Party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other Party's obligations under this Consent Agreement and attached Final Order; and

(e) each Party will bear their own costs and attorney fees in the action resolved by this Consent Agreement and attached Final Order.

40. Civil Penalty. The civil penalty agreed upon by the Parties for settlement purposes is \$466,456 (the “Civil Penalty”).

(a) pay the Civil Penalty within thirty calendar days of the Filing Date of this Consent Agreement;

(b) pay the Civil Penalty using any method provided on the following website <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa#Pay.gov>;

(c) identify each and every payment with Docket No. CAA-2026-8726; and

(d) within 24 hours of payment, email proof of payment to Conner Kingsley at [kingsley.conner@epa.gov](mailto:kingsley.conner@epa.gov). “Proof of payment” means, as applicable, a confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with Docket No. CAA-2026-8726.

41. Failure to pay the full amount of the penalty assessed under this Consent Agreement and Final Order may subject Respondent to a civil action to collect any unpaid portion of the proposed civil penalty and interest. In order to avoid the assessment of interest, administrative costs, and late payment penalty in connection with such civil penalty, as described in the following four paragraphs of this Consent Agreement and Final Order, Respondent must timely pay the penalty.

42. 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 Civil Penalty per this Consent Agreement and Final Order, the entire unpaid balance of the Civil Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

(a) Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of collection proceedings.

(b) Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

43. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Civil Penalty, interest, or other charges and penalties per this Consent Agreement and Final Order, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following:

(a) request that the Attorney General bring a civil action in the appropriate district court to recover the full remaining balance of the Civil 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 Civil Penalty shall not be subject to review;

(b) refer the debt to a credit reporting agency or a collection agency. *See* 40 C.F.R. §§ 13.13 and 13.14;

(c) 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 (*see* 40 C.F.R. Part 13, Subparts C and H); and

(d) 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.

44. 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 Civil Penalty amount.
45. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement and Final Order shall not be deductible for purposes of federal taxes.
46. As a condition of settlement, Respondent agrees to the following:
- (a) Within 60 days of the Effective Date of this Agreement, apply to each of the Subject Engines identified in Exhibit A a supplemental label in a readily visible location adjacent to the existing emission control information label that is required by 40 C.F.R. § 1039.135, and which will be durable throughout the engine's useful life and cannot be removed without being destroyed or defaced. Each label shall state: "This engine is not EPA certified but is legal for introduction into United States commerce pursuant to the terms of a settlement agreement with the U.S. EPA, Docket No. CAA-2026-8726."
  - (b) Within 120 days of the Effective Date of this Agreement, Respondent must provide a corrective action report to the EPA that includes the following and otherwise demonstrates the labeling described in the foregoing subparagraph was completed:
    - i. A legible photograph of a representative label as applied;
    - ii. A list of vehicle identification numbers and corresponding engine serial numbers that received supplemental labels; and

- iii. Certification of the completion of the required supplemental labeling of each unit as described above, signed by a corporate officer, containing the following language:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly and willfully submitting a materially false statement.

- iv. By its signature to this Consent Agreement, Respondent certifies that from the date of its signature, it will not sell, offer to sell, introduce into United States commerce, deliver for introduction into United States commerce, or import (or cause the foregoing with respect to) any new equipment containing uncertified or unexempted engines.
47. By signing this Consent Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Consent Agreement.
  48. By signing this Consent Agreement, Respondent agrees to acceptance of the Complainant's (a) digital or an original signature on this Consent Agreement; and (b) service of the fully executed Consent Agreement on the Respondent by mail or electronically by e-mail. Complainant agrees to acceptance of the Respondent's digital or an original signature on this Consent Agreement.
  49. Except as qualified by Paragraph 43(c), each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

### **Effect of Consent Agreement and Attached Final Order**

50. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged above.
51. This Consent Agreement and attached Final Order apply to and are binding upon the Complainant and the Respondent. Successors and assigns of Respondent are also bound if they are owned, in whole or in part, directly or indirectly, or otherwise controlled by Respondent. Nothing in the previous sentence adversely affects any right of the EPA under applicable law to assert successor or assignee liability against Respondent's successor or assignee.
52. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to annually send to the Internal Revenue Service ("IRS") 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). Respondent's 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. To provide the EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable.

- (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/irspdf/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 Division at [wise.milton@epa.gov](mailto:wise.milton@epa.gov), on or before the date that Respondent’s penalty payment is due, pursuant to Paragraph 40 of the Consent Agreement and Final Order, or within seven days should the order become effective between December 15 and December 31 of the calendar year. The EPA recommends encrypting IRS Form W-9 email correspondence.
  - (d) In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide the EPA’s Cincinnati Finance Division with Respondent’s TIN, via email, within five (5) days of Respondent’s receipt of a TIN issued by the IRS.
53. Nothing in this Consent Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the CAA or other federal, state, or local laws or statutes, 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, or determination of, any issue related to any federal, state, or local permit.
54. The EPA reserves the right to revoke this Consent Agreement and accompanying settlement penalty if and to the extent the EPA finds, after signing this Consent Agreement, that any information provided by Respondent was or is materially false or inaccurate, and the EPA

reserves the right to pursue, assess, and enforce legal and equitable remedies for the Alleged Violations of Law. The EPA shall give Respondent written notice of such termination, which will be effective upon mailing.

55. The Parties agree to submit this Consent Agreement to the Environmental Appeals Board with a request that it be incorporated into a Final Order.
56. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to the Respondent. This Consent Agreement and attached Final Order shall become effective after execution of the Final Order by the Environmental Appeals Board and filing with the Hearing Clerk.

**EXHIBIT A**  
**Subject Vehicles and Engines**

**Unit 1 – Øveraasen Serial Number 32206**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96423310668437

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM471LA - Euro VI  
Date of Manufacture – February 2023  
Engine Serial Number – 471943 C 0814 179

**Unit 2 – Øveraasen Serial Number 32207**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96423110756668

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM471LA - Euro VI  
Date of Manufacture – January 2024  
Engine Serial Number – 471943 C 0923 797

**Unit 3 – Øveraasen Serial Number 32208**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96423910758877

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM471LA - Euro VI  
Date of Manufacture – February 2024  
Engine Serial Number – 471943 C 0926 224

**Unit 4 – Øveraasen Serial Number 32209**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96423410767146

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM471LA - Euro VI  
Date of Manufacture – March 2024  
Engine Serial Number – 471943 C 0936 838

**Unit 5 – Øveraasen Serial Number 322010**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96423X10767507

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM471LA - Euro VI  
Date of Manufacture – March 2024  
Engine Serial Number – 471943 C 0937 086

**Unit 6 – Øveraasen Serial Number 322011**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96423810767506

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM471LA - Euro VI  
Date of Manufacture – March 2024  
Engine Serial Number – 471943 C 0937 108

**Unit 7 – Øveraasen Serial Number 32092**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96440810570243

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – January 2022  
Engine Serial Number – 470913 C 0698 819

**Unit 8 – Øveraasen Serial Number 32190**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400510710222

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – August 2023  
Engine Serial Number – 470913 C 0867 958

**Unit 9 – Øveraasen Serial Number 32191**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400610712030

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – August 2023  
Engine Serial Number – 470913 C 0869 746

**Unit 10 – Øveraasen Serial Number 32192**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400910712202

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – August 2023  
Engine Serial Number – 470913 C 0870 101

**Unit 11 – Øveraasen Serial Number 32193**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400210721839

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – September 2023  
Engine Serial Number – 470913 C 0882 043

**Unit 12 – Øveraasen Serial Number 32194**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400610724114

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – September 2023  
Engine Serial Number – 470913 C 0884 375

**Unit 13 – Øveraasen Serial Number 32195**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400610725876

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – October 2023  
Engine Serial Number – 470913 C 0887 729

**Unit 14 – Øveraasen Serial Number 32200**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96440610733910

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – December 2023  
Engine Serial Number – 470913 C0 895 665

**Unit 15 – Øveraasen Serial Number 32227**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96440410778596

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – June 2024  
Engine Serial Number – 470913 C 0953 086

**Unit 16 – Øveraasen Serial Number 32228**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96440010779474

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – June 2024  
Engine Serial Number – 470913 C 0953 939

**Unit 17 – Øveraasen Serial Number 32229**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96440410779882

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – June 2024  
Engine Serial Number – 470913 C 0954 559

**Unit 18 – Øveraasen Serial Number 32232**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400X10778595

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – May 2024  
Engine Serial Number – 470913 C 0953 157

**Unit 19 – Øveraasen Serial Number 32140**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810562685

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – November 2021  
Engine Serial Number – 470913 C 0688825

**Unit 20 – Øveraasen Serial Number 32141**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810560635

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – December 2021  
Engine Serial Number – 470913 C 0685 784

**Unit 21 – Øveraasen Serial Number 32142**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810561766

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – December 2021  
Engine Serial Number – 470913 C 0687 780

**Unit 22 – Øveraasen Serial Number 32143**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810561983

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – December 2021  
Engine Serial Number – 470913 C 0688 343

**Unit 23 – Øveraasen Serial Number 32144**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810562319

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – December 2021  
Engine Serial Number – 470913 C 0688 554

**Unit 24 – Øveraasen Serial Number 32145**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810624319

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – August 2022  
Engine Serial Number – 470913 C 0759 718

**Unit 25 – Øveraasen Serial Number 32146**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810625412

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – August 2022  
Engine Serial Number – 470913 C 0760 685

**Unit 26 – Øveraasen Serial Number 32147**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96400810623862

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – August 2022  
Engine Serial Number – 470913 C 0758 845

**Unit 27 – Øveraasen Serial Number 32011**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96440410778344

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – May 2024  
Engine Serial Number – 470913 C 0952 668

**Unit 28 – Øveraasen Serial Number 32014**

Truck Chassis Info

Manufacturer – Mercedes Benz  
Serial Number – W1T96440410778344

Engine Info

Manufacturer -Daimler Truck AG  
Model – OM470LA - Euro VI  
Date of Manufacture – January 2020  
Engine Serial Number – 470918 C 0546 845

The foregoing Consent Agreement in the matter of Eagle Safe Surfaces Colorado Inc. dba Eagle & Myslik Inc., Docket No. CAA-2026-8726, is Hereby Stipulated, Agreed, and Approved for Entry.

Steve McKeown

Digitally signed by Steve  
McKeown  
Date: 2026.02.17 15:09:44 -05'00'

2/17/26

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Signature

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Date

Printed Name: Steve McKeown


Title: President

Address: 2869 S Shoshone St. Englewood, CO 80110

Respondent's Federal Tax Identification Number: 87-4225942

**For Complainant:**

SPARSH  
KHANDESHI

 Digitally signed by SPARSH  
KHANDESHI  
Date: 2026.03.20 13:15:25 -04'00'

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Sparsh S. Khandeshi, Acting Director  
Air Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., N.W.  
Washington, DC 20460-0001

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Date

**CERTIFICATE OF SERVICE**

I certify that copies of the foregoing Consent Agreement and Final Order, in the matter of *Eagle Safe Surfaces Colorado Inc. DBA Eagle & Myslik Inc.* Docket No. CAA-2026-8726, were sent to the following persons on April 30, 2026, in the manner indicated:

By E-mail:

Steve McKeown  
President & CEO of Eagle & Myslik Inc.  
2869 S. Shoshone Street  
Englewood, CO 80110  
E-mail: [stevem@eagle-myslik.com](mailto:stevem@eagle-myslik.com)

Conner Kingsley  
Office of Civil Enforcement  
Office of Enforcement and Compliance  
Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., N.W.  
Washington, DC 20460  
E-mail: [kingsley.conner@epa.gov](mailto:kingsley.conner@epa.gov)

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Tommie Madison  
Clerk of the Board