

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 4

In the Matter of:

Anarchy Diesel, LLC

Respondent.

Docket No. CAA-04-2022-0053(b)

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 205(c)(1) of the Clean Air Act ("CAA" or the "Act"), 42 U.S.C. § 7524(c)(1), and Sections 22.13(b) and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 205(c)(1) of the Act.
5. At all times relevant to this CAFO, Respondent was Anarchy Diesel, LLC., a limited liability company doing business in Tennessee. This proceeding pertains to Respondent's facility located at 724 Highway 39 E, Athens, Tennessee, 37303 (Facility).

III. GOVERNING LAW

6. This proceeding arises under Part A of Title II of the Act, CAA §§ 202-219, 42 U.S.C. §§ 7521-7554, and the regulations promulgated thereunder.
7. The Act requires the EPA to prescribe and revise, by regulation, standards applicable to the emission of any air pollutant from new motor vehicles or new motor vehicle engines which cause or contribute to air pollution, which may reasonably be anticipated to endanger public health or welfare. Section 202(a)(1) and (3) of the CAA, 42 U.S.C. § 7521(a)(1) and (3); 40 C.F.R. part 86.
8. Section 203(a)(3)(B) of the Act, 42 U.S.C. § 7522(a)(3)(B), prohibits any person from manufacturing, selling, offering to sell, or installing parts or components 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 under Subpart A of Title II of the Act where the person knows or should know that the part or component is being offered for sale, manufactured or installed for such use. These parts or components are also referred to as “aftermarket defeat devices.”
9. Any person who violates Section 203 of the Act, 42 U.S.C. § 7522, or rule promulgated thereunder, may be assessed a civil penalty pursuant to Section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1), and 40 C.F.R. Part 19. Civil penalties under Section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1), may be assessed by an administrative order. The Administrator may compromise, or remit with or without conditions, any administrative penalty which may be imposed under Section 205(c)(1) of the Act, 42 U.S.C. § 7524(c)(1).
10. Section 302(e) of the Act, 42 U.S.C. § 7602(e), defines “person” as an individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency, department, or instrumentality of the United States and any officer, agent or employee thereof.
11. Section 203(a)(1) of the Act 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). 42 U.S.C. § 7522(a)(1).
12. Section 216(2) of the Act, 42 U.S.C. § 7550(2), defines “motor vehicle” as any self-propelled vehicle designed for transporting persons or property on a street or highway.
13. The EPA issues COCs to motor vehicle engine and motor vehicle manufacturers under section 206(a) of the CAA, 42 U.S.C. § 7525(a), to certify that a particular group of motor vehicle engines or motor vehicles conforms to applicable EPA requirements governing motor vehicle emissions.
14. The application for a COC must describe, among other things, the emissions-related “elements of design” of the motor vehicle or motor vehicle engine. See 40 C.F.R. § 86.1844-01.
15. 40 C.F.R. § 86.1803-01 defines “element of design” as any control system (i.e., computer software, electronic control system, emission 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.

16. To meet the emission standards in 40 C.F.R. part 86 and qualify for a COC, motor vehicle manufacturers may utilize “elements of design” that control emissions of air pollutants, such as exhaust gas recirculation, diesel oxidation catalysts, diesel particulate filters, and/or selective catalytic reduction systems.

IV. FINDINGS OF FACTS

17. At all times relevant to this CAFO, Respondent manufactured and/or sold, offered to sell, or installed motor vehicle parts or performed services involving removing or rendering inoperative emissions-related devices or elements of design for various distributors and customers throughout the United States.
18. On June 4, 2019, EPA sent an information request (Request) pursuant to Section 208(a) of the Act, 42 U.S.C. § 7542(a), to Respondent regarding the aftermarket defeat devices it manufactured and/or sold, offered for sale, or installed.
19. On September 4 and September 10, 2019, Respondent submitted responses to the Request by providing invoices and documentation related to the Respondent’s manufacture and/or sale, offer for sale, or installation of aftermarket defeat devices.
20. Based on Respondent’s September 4 and September 10, 2019 responses to the Request, and additional information gathered during the EPA’s investigation, the EPA alleges that Respondent manufactured, sold, offered for sale, and/or installed the aftermarket defeat devices, including exhaust gas recirculation delete hardware, exhaust system emission control delete hardware, and software products known as “tunes” that allow removal or disabling of emission control hardware in motor vehicles, identified in Appendix A, herein incorporated in this CAFO by reference.
21. The aftermarket defeat devices manufactured, sold, offered for sale, and/or installed by Respondent, were designed and marketed for use on various motor vehicles, and intended to bypass, defeat, or render inoperative emissions-related devices or elements of design, such as the exhaust gas recirculation, diesel oxidation catalysts, diesel particulate filters, selective catalytic reduction and on-board diagnostic systems that are installed on those motor vehicles to meet the CAA emission standards.
22. On February 3, 2021, EPA sent a Notice of Potential Violation and Opportunity to Confer (NOPVOC) to the Respondent concerning the alleged violations.
23. On March 10, 2021, EPA and the Respondent held a show cause meeting to discuss the violations alleged in the NOPVOC. During the show cause meeting, Respondent confirmed that it no longer manufactures, sells, offers for sale, or installs aftermarket defeat devices.
24. On or around August 11, 2021, Anarchy Diesel, LLC. was dissolved.

V. ALLEGED VIOLATIONS

25. At all times relevant to this CAFO, Respondent was a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

26. Based on the information provided in the Respondent's responses to the Request, and as shown in Appendix A, between January 1, 2018, and June 4, 2019, Respondent installed and/or sold at least 9,123 aftermarket defeat devices.
27. The aftermarket defeat devices identified in Appendix A of this CAFO are parts or components intended for use with, or as part of, motor vehicles or motor vehicle engines, and a principal effect of the parts or components is to bypass, defeat, or render inoperative emissions-related devices or elements of design that are installed in or on a motor vehicle to meet the CAA's emission standards such as exhaust gas recirculation, diesel oxidation catalysts, diesel particulate filters, selective catalytic reduction and on-board diagnostic systems.
28. Respondent knew or should have known that the aftermarket defeat devices identified in Appendix A were manufactured and/or sold, offered for sale, or installed to bypass, defeat, or render inoperative devices or elements of design that motor vehicle and motor vehicle engine manufacturers employ to meet emission standards in regulations promulgated under CAA Title II, Part A, 42 U.S.C. §§ 7521–7554, in violation of Section 203(a)(3)(B) of the Act, 42 U.S.C. § 7522(a)(3)(B).
29. The EPA alleges that, between January 1, 2018, and June 4, 2019, Respondent committed approximately 9,123 violations of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), by manufacturing, selling, offering for sale, and/or installing aftermarket defeat devices identified in Appendix A of this CAFO.

VI. STIPULATIONS

30. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
31. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
 - a. admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
 - b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - c. consents to the assessment of a civil penalty as stated below;
 - d. consents to the conditions specified in this CAFO;
 - e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
 - f. waives its rights to appeal the Final Order accompanying this CAFO.
32. For the purpose of this proceeding, Respondent:
 - a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;
 - b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
 - c. waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;

- d. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of the Act and its implementing regulations;
- e. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO; and
- f. agrees to comply with the terms of this CAFO.

33. In accordance with 40 C.F.R. § 22.5, the individuals named in the certificate of service are authorized to receive service related to this proceeding and the parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

34. Based on the Respondent’s substantiated ability to pay claim, and in accordance with the Act, EPA has determined that \$166,557.00 is an appropriate civil penalty to settle this action, which Respondent consents to pay as follows:

- a. The civil penalty will be paid in two installments in order to complete payment of the entire civil penalty including interest. Including the civil penalty and interest, the total amount that will be paid upon completion of all payments will be **\$166,849.59**. The first payment is due within sixty (60) days of the Effective Date of this CAFO, which is upon its filing with the Regional Hearing Clerk. Respondent’s subsequent payment shall thereafter be due within ninety (90) days from said Effective Date.
- b. Respondent shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made <i>no later than</i>	Principal Amount	Interest Amount	Total Payment Amount
1	Sixty (60) calendar days following the Effective Date of this CAFO.	U.S. \$148,557.00	U.S. \$247.59	U.S. \$148,804.59
2	Ninety (90) calendar days following the Effective Date of this CAFO.	U.S. \$18,000.00	U.S. \$45.00	U.S. \$18,045.00

- c. If Respondent fails to make one of the installment payments in accordance with the schedule set forth above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for and shall pay a non-payment penalty and other charges as described below in paragraph 38 in the event of any such failure or default.
- d. Further, if Respondent fails to pay the installment payments in accordance with the schedule set forth above, EPA may take action as set forth below in paragraph 39.

- e. Notwithstanding Respondent's agreement to pay the assessed civil penalty in accordance with the installment schedule set forth above, Respondent may pay the entire civil penalty of \$166,557.00 within thirty (30) calendar days of the Effective Date of this CAFO and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with interest accrued up to the date of such full payment.

35. Payments shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and docket number for this matter shall be referenced on the face of the check. If Respondent sends payment by the U.S. Postal Service, the payment shall be addressed to:

United States Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-U.S. Postal express mail delivery, the payment shall be sent to:

U.S. Bank
Government Lockbox 979077
U.S. EPA Fines & Penalties
1005 Convention Plaza
Mail Station: SL-MO-C2-GL
St. Louis, Missouri 63101
Contact Number: (314) 425-1819

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read:
"D68010727 Environmental Protection Agency"

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury facility:

5700 Rivertech Court
Riverdale, Maryland 20737
Contact: John Schmid, (202) 874-7026
REX (Remittance Express): 1-866-234-5681

36. Respondent shall send proof of each payment, within 24 hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960
R4_Regional_Hearing_Clerk@epa.gov

and

Aleeka Broner
Enforcement and Compliance Assurance Division
Air Enforcement Branch
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960
broner.aleeka@epa.gov

37. "Proof of payment" means, as applicable, a copy of the check, 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 the Facility name and Docket No. CAA-04-2022-0053(b).
38. Pursuant to 42 U.S.C. § 7524(c)(6), if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may recover in addition to the amount of the unpaid penalty assessed, the following amounts on any amount overdue:
- f. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within 30 days of the Effective Date of this CAFO, Interest is waived. However, if the civil penalty is not paid in full within 30 days of the Effective Date of this CAFO, Interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued Interest are paid. Interest will be assessed at rates established pursuant to 26 U.S.C. § 6621(a)(2).
 - g. Non-Payment Penalty. A 10 percent quarterly nonpayment penalty pursuant to Section 205(c)(6) of CAA, 42 U.S.C. § 7524(c)(6).
 - h. Attorneys' Fees and Costs of Collection. The United States enforcement expenses, including, but not limited to, attorneys' fees and cost of collection pursuant to Section 205(c)(6) of CAA, 42 U.S.C. § 7424(c)(6).
39. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may:

- i. Refer the debt to a credit reporting agency or a collection agency pursuant to 40 C.F.R. §§ 13.13 and 13.14.
- j. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H;
- k. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17; and/or
- l. Request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed, in addition to the amounts described above, pursuant to 42 U.S.C. § 7524(c)(6). In any such action, the validity, amount, and appropriateness of the penalty and of this CAFO shall not be subject to review.

40. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. RESPONDENT'S CERTIFICATION OF COMPLIANCE

41. Respondent and the EPA have agreed, in compromise of the civil penalty that otherwise may be imposed herein, that Respondent shall fulfill the conditions stated below in paragraphs 42 through 46. Respondent consents to the issuance of the Final Order and consents to the payment of a compromised civil penalty with conditions. Payment of the compromised civil penalty in paragraph 34, and performance of the condition(s) shall resolve all claims for federal civil penalties for the violations alleged herein.
42. By signing this Consent Agreement, Respondent agrees to the following: (i) Respondent will not remove or render inoperative any emissions-related device or element of design installed on or in a motor vehicle or motor vehicle engine in violation of Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A); (ii) Respondent will not manufacture, sell, offer for sale, or install any part or component including but not limited to products listed in Appendix A, in violation of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B); and (iii) Respondent acknowledges receipt of EPA's November 23, 2020 "*Tampering Policy: The EPA Enforcement Policy on Vehicles and Engine Tampering and Aftermarket Defeat Devices under the Clean Air Act.*"
43. Respondent shall permanently cease providing or offering to provide technical support, maintenance, repair, or marketing material pertaining to the installation, manufacture, sale, use, or repair of any aftermarket defeat devices, including but not limited to products listed in Appendix A.
44. No later than 30 days of the effective date of the CAFO, Respondent shall permanently delete and/or destroy any aftermarket defeat device remaining in its inventory and/or possession, including products listed in Appendix A.
45. "Permanently delete and/or destroy" means (a) in the case of hardware, to crush the device and all of its parts or components to render them useless; and (b) in the case of software, tunes, calibrations or other programming, to completely and permanently erase all programming and information.

46. Respondent shall not offer for sale, sell, convey, or otherwise transfer in any way the design, source code, technology, manufacturing process, or other intellectual property associated with any aftermarket defeat devices, including but not limited to products listed in Appendix A.

IX. EFFECT OF CAFO

47. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

48. Full payment of the civil penalty, as provided in Section VI (Terms of Payment), shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).

49. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 205(c)(6) of the Act, 42 U.S.C. § 7414(c)(6), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

50. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict 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, except as expressly provided herein.

51. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment as provided under the Act.

52. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.

53. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns. Respondent must give written notice and a copy of this CAFO to any successors in interest prior to any transfer of ownership or control of any portion of or interest in Respondent. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to the EPA.

54. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.

55. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.

56. By signing this Consent Agreement, the 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 CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
57. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
58. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
59. EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA. If such false or inaccurate material was provided, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
60. It is the intent of the parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
61. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

X. EFFECTIVE DATE


62. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

[Remainder of Page Intentionally Left Blank

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **Anarchy Diesel, LLC**, Docket No. **CAA-04-2022-0053(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:


Signature _____

8-1-2022
Date _____

Printed Name: Patrick Cody Hale

Title: Owner

Address: _____

The foregoing Consent Agreement In the Matter of **Anarchy Diesel, LLC**, Docket No. **CAA-04-2022-0053(b)** is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Carol L. Kemker
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Anarchy Diesel, LLC

Respondent.

Docket No. **CAA-04-2022-0053(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified and incorporated by reference into this Final Order in accordance with 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.

The Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of **Anarchy Diesel, LLC**, Docket No. **CAA-04-2022-0053(b)**, were filed and copies of the same were emailed to the parties as indicated below.

Via email to all parties at the following email addresses:

To Respondent: Stewart D. Cables, Managing Partner
 Hassan + Cables, LLC
 Stewart@hassancables.com
 1035 Pearl Street, Suite 200
 Boulder, CO 80302
 303-249-9994

To EPA: Aleeka Broner, Life Scientist
 aleeka.broner@epa.gov
 404-562-9186

 Bonnie Sawyer, Attorney-Adviser
 sawyer.bonnie@epa.gov
 404-562-9539

 U.S. EPA Region 4
 61 Forsyth Street, S.W.
 Atlanta, Georgia 30303-8960

Shannon L. Richardson, Regional Hearing Clerk
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

APPENDIX A

Product Description	Vehicle Application	Component Deleted	Quantity Sold
2007-2009 6.7 Cummins autocal	Dodge Cummins 6.7L 2007-2009	Diesel Particulate Filter (DPF), Exhaust Gas Recirculation (EGR), Diesel Oxidation Catalyst (DOC), On-Board Diagnostics System (OBD), fuel timing maps; prevents Diagnostic Trouble Code (DTC) or Malfunction Indicator Light (MIL) from illuminating	345
2007-2009 6.7 Cummins autocal lite	Dodge Cummins 6.7L 2007-2009	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	216
2007-2009 6.7 Cummins csp tune file	Dodge Cummins 6.7L 2007-2009	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	147
2007-2009 6.7 Cummins single tune file	Dodge Cummins 6.7L 2007-2009	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	120
2010+ Cummins autocal	Dodge Cummins 6.7L 2010-2012	DPF, EGR, DOC, OBD, Selective Catalytic Reduction (SCR), fuel timing maps; prevents DTCs or MILs from illuminating	1289
2010+ Cummins single tune autocal	Dodge Cummins 6.7L 2010-2018	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	799
2010-2012 6.7 Cummins csp tune file	Dodge Cummins 6.7L 2010-2012	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	629
2010-2012 6.7 cummins autocal	Dodge Cummins 6.7L 2010-2012	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	Not Reported
2010-2017 6.7 Cummins single tune file	Dodge Cummins 6.7L 2010-2017	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	579
2013-2017 6.7 Cummins autocal	Dodge Cummins 6.7L 2013-2017	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	Not Reported
2013-2017 6.7 Cummins csp file	Dodge Cummins 6.7L 2013-2017	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	Not Reported
Cummins mm3 tune pack	Dodge Cummins 6.7L 2010-2018	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	29
Cummins mm3 tuner	Dodge Cummins 6.7L 2010-2018	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	225
EZ Lynk auto agent 6.7 Cummins	Dodge Cummins 6.7L 2010-2018	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	313
EZ Lynk auto agent 6.7 Powerstroke	Ford Powerstroke 6.7L 2011-2019	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	188

EZ Lynk auto agent LML Duramax	GM LML Duramax 6.6L 2011-2016	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	56
EZ Lynk tune share permanent	GM LML Duramax 6.6L 2011-2016; Dodge Cummins 6.7L 2010-2018; Ford Powerstroke 6.7L 2011-2019	EGR, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	403
EZ Lynk tune share temporary	GM LML Duramax 6.6L 2011-2016; Dodge Cummins 6.7L 2010-2018; Ford Powerstroke 6.7L 2011-2019	EGR, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	154
LBZ Duramax autocal	GM LBZ Duramax 6.6L 2006-2007	EGR, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	39
LBZ Duramax dsp tune file	GM LBZ Duramax 6.6L 2006-2007	EGR, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	74
LBZ Duramax single tune file	GM LBZ Duramax 6.6L 2004-2005	EGR, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	180
LLY Duramax autocal	GM LLY Duramax 6.6L 2004-2005	EGR, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	47
LLY Duramax dsp tune file	GM LLY Duramax 6.6L 2004-2005	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	85
LLY Duramax single tune file	GM LLY Duramax 6.6L 2004-2005	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	41
LML Duramax autocal lite	GM LML Duramax 2011-2016	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	835
LML Duramax autocal lvl 1	GM LML Duramax 2011-2016	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	504
LML Duramax autocal lvl 2	GM LML Duramax 2011-2016	DPF, EGR, DOC, OBD, SCR, fuel timing maps; prevents DTCs or MILs from illuminating	126
LML single tune file	GM LML Duramax 2011-2016	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	646
LML SOTF tune file	GM LML Duramax 2011-2016	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	282
LMM dsp file	GM LMM Duramax 6.6L 2007-2010	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	30
LMM Duramax autocal	GM LMM Duramax 6.6L 2007-2010	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	125
LMM Duramax autocal lite	GM LMM Duramax 6.6L 2007-2010	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	143
LMM single tune file	GM LMM Duramax 6.6L 2007-2010	DPF, EGR, DOC, OBD, fuel timing maps; prevents DTCs or MILs from illuminating	118

2011-2017 Ford 6.7 EGR delete kit	Ford Powerstroke 6.7L 2011-2017	EGR	12
6.7 Cummins EGR delete kit	Dodge Cummins 6.7L 2007-2018	EGR	101
LML Duramax EGR delete kit	GM LML Duramax 6.6L 2011-2016	EGR	Not Reported
LBZ/LMM EGR delete	GM LBZ/LMM Duramax 6.6L 2006-2010	EGR	Not Reported
2011-2015 LML turboback exhaust	GM LML Duramax 6.6L 2011-2015	DPF, DOC, SCR	37
2011-2016 6.7 Ford downpipe back exhaust	Ford Powerstroke 6.7L 2011-2016	DPF, DOC, SCR	8
2011-2016 6.7 Ford race pipe	Ford Powerstroke 6.7L 2011-2016	DPF, DOC, SCR	13
2013-2017 6.7 Cummins exhaust	Dodge Cummins 6.7L 2013-2017	DPF, DOC, SCR	Not Reported
2015.5-2016 LML race pipe	GM LML Duramax 6.6L 2015-2016	DPF, DOC, SCR	Not Reported
2015.5-2016 LML race exhaust	GM LML Duramax 6.6L 2015-2016	DPF, DOC, SCR	5
2007-2010 LML race exhaust	GM LML Duramax 6.6L 2007-2010	DPF, DOC	12
6.7 Cummins race pipe	Dodge Cummins 6.7L 2007-2018	DPF, DOC, SCR	83
6.7 Cummins turbo back exhaust	Dodge Cummins 6.7L 2007-2018	DPF, DOC, SCR	85