

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III**

**Four Penn Center – 1600 John F. Kennedy Blvd.  
Philadelphia, Pennsylvania 19103**

<b>In the Matter of:</b>	:	
	:	
<b>Tony’s Corvette Shop, Inc.;</b>	:	<b>Docket No. CAA-03-2022-0119</b>
<b>The Collector Car Museum, LLC; and</b>	:	
<b>Best Corvette Parts LLC</b>	:	
	:	<b>Proceeding under Clean Air Act</b>
<b>Respondents.</b>	:	<b>Section 205(c)(1)</b>

**CONSENT AGREEMENT**

**PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, Region III (“Complainant”), and Tony’s Corvette Shop, Inc., The Collector Car Museum, LLC and Best Corvette Parts LLC (“Respondents”) (collectively, the “Parties”), pursuant to Section 205(c)(1) of the Clean Air Act (the “CAA” or “Act”), 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.
2. Section 205(c)(1) of the Act authorizes the Administrator of the U.S. Environmental Protection Agency (“EPA” or the “Agency”) to assess penalties and undertake other actions required by this Consent Agreement. The EPA Administrator has delegated this authority to the Regional Administrator of EPA Region III who, in turn, has delegated it to the Complainant. This Consent Agreement and the attached Final Order (hereinafter collectively referred to as the “CAFO”) resolve Complainant’s civil penalty claims against the Respondents under Section 205(c)(1) of the Act for the violations alleged herein.
3. 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**

4. EPA has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
5. The *Consolidated Rules of Practice* govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a).

**GENERAL PROVISIONS**

6. For purposes of this proceeding only, Respondents admit the jurisdictional allegations set forth in this CAFO.
7. Except as provided in Paragraph 6, immediately above, Respondents neither admit nor deny the specific factual allegations set forth in this Consent Agreement.
8. Respondents agree not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
9. For purposes of this proceeding only, Respondents hereby expressly waive their right to contest the allegations set forth in this CAFO and waive their right to appeal the accompanying Final Order.
10. Respondents consent to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
11. Respondents shall bear their own costs and attorney's fees in connection with this proceeding.

**EPA'S 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. Tony's Corvette Shop, Inc. (or "TCS") is a Maryland corporation that has a primary office at 7500 Rickenbacker Drive, Gaithersburg, Maryland. TCS was formed on August 9, 1990.
14. The Collector Car Museum, LLC (or "CCM") is a Maryland limited liability company that operates under its registered trade name "Collector Car Museum" and maintains a corporate office at 19210 Woodfield Road, Gaithersburg, Maryland. CCM was formed on March 20, 1998.
15. Best Corvette Parts LLC (or "BCP") is a Delaware limited liability company that is licensed to do business in Maryland. BCP was formed on August 5, 2019 and has a principal office at 19210 Woodfield Road, Gaithersburg, Maryland.

16. Collectively, and at all times herein relevant, Respondents operated a Corvette repair, maintenance, restoration, and performance modification shop at 7500 Rickenbacker Drive, Gaithersburg, Montgomery County, Maryland 20879 (the "Facility") where they manufactured, offered for sale, sold and installed automotive parts and components in "Motor Vehicles", including "EPA-certified" Motor Vehicles and Motor Vehicle engines (as these terms are defined and described in Paragraphs 19 and 23, below).
17. Respondent TCS, CCM and BCP is each a "person" within the meaning of Section 113(a) of the CAA, 42 U.S.C § 7413(a), and as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).
18. 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, including hydrocarbons ("HC"), particulate matter ("PM"), oxides of nitrogen ("NO<sub>x</sub>"), and carbon monoxide ("CO"). The allegations, below, concern Motor Vehicles and Motor Vehicle engines and the tampering and defeat device prohibitions of CAA Sections 203(a)(3)(A) and (B), 42 U.S.C. §§ 7522(a)(3)(A) and (B).
19. "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."
20. Under Section 202 of the CAA, 42 U.S.C. § 7521, EPA promulgated emission standards for HC, PM, NO<sub>x</sub>, CO, and other pollutants applicable to Motor Vehicles and Motor Vehicle engines.
21. Manufacturers of new Motor Vehicles or Motor Vehicle engines must obtain a certificate of conformity ("COC") from EPA to sell, offer to sell, or introduce or deliver for introduction into commerce any new Motor Vehicle or Motor Vehicle engines in the United States. *See* Section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1).
22. Each COC application must describe, among other things, the emissions-related elements of design of the Motor Vehicle or Motor Vehicle engine. *See* 40 C.F.R. §§ 86.004-21, 86.1844-01. For example, manufacturers of diesel engines employ retarded fuel injection timing as a primary emission control device for emissions of NO<sub>x</sub>, while manufacturers of gasoline-powered engines employ spark timing as an emission control device. Manufacturers also employ certain hardware devices as emission control systems to manage and treat exhaust to reduce levels of regulated pollutants from being created or emitted into the ambient air. Such devices include catalytic converters, Exhaust Gas Recirculation ("EGR"), Diesel Particulate

Filter (“DPF”), Diesel Oxidation Catalyst (“DOC), Nitrogen Adsorber Catalyst (“NAC”), and Selective Catalytic Converter (“SCR”) systems.

23. The EPA issues certificate of conformity (“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. 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 emissions standards for NO<sub>x</sub>, PM, CO, HC, and other pollutants. *See generally* 40 C.F.R. Part 86, Subparts A and S. A Motor Vehicle or Motor Vehicle engine that is part of a test group or engine family that is in compliance with regulations under Subchapter II of the CAA and has been issued a COC by EPA is hereinafter referred to as an EPA-certified Motor Vehicle or Motor Vehicle engine.
24. Under Section 202(m) of the CAA, 42 U.S.C. § 7521(m), EPA promulgated regulations requiring manufacturers of Motor Vehicles to install on-board diagnostic (“OBD”) systems on vehicles beginning with the 2007 model year to monitor emission control components for any malfunction or deterioration causing exceedance of certain emission thresholds. The OBD system is a critical element of design of the Motor Vehicle.
25. Pursuant to Section 203(a)(3)(A) of the Act, 42 U.S.C. § 7522(a)(3)(A), it is a prohibited act “for any person to remove or render inoperative any device or element of design installed on or in a [M]otor [V]ehicle or [M]otor [V]ehicle engine in compliance with regulations under [Subchapter II of the CAA] prior to its sale and delivery to the ultimate purchaser, or for any person knowingly to remove or render inoperative any such device or element of design after such sale and delivery to the ultimate purchaser.”
26. 40 C.F.R. § 1068.101(b)(1) similarly provides, in relevant part and with exceptions not herein applicable, that “[y]ou may not remove or render inoperative any device or element of design installed on or in engines/equipment in compliance with the regulations prior to its sale and delivery to the ultimate purchaser. You also may not knowingly remove or render inoperative any such device or element of design after such sale and delivery to the ultimate purchaser. This includes, for example, operating an engine without a supply of appropriate quality urea if the emission control system relies on urea to reduce NO<sub>x</sub> emissions or the use of incorrect fuel or engine oil that renders the emission control system inoperative.”
27. Pursuant to Section 203(a)(3)(B) of the Act, 42 U.S.C. § 7522(a)(3)(B), it is also a prohibited act “for any person to manufacture or sell, or offer to sell, or install any part or component intended for use with, or as part of, any [M]otor [V]ehicle or [M]otor [V]ehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative

any device or Element of Design installed on or in a Motor Vehicle or Motor Vehicle engine in compliance with regulations under [Subchapter 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. 40 C.F.R. § 1068.101(b)(2) similarly provides, in relevant part, that “[y]ou may not knowingly manufacture, sell, offer to sell, or install, any component that bypasses, impairs, defeats, or disables the control of emissions of any regulated pollutant, except as explicitly allowed by the standard-setting part.”
29. It is also a violation for any person to cause any of the acts set forth in CAA Section 203(a), 42 U.S.C. § 7522(a).
30. On May 14, 2020, pursuant to Section 208(a) of the Act, 42 U.S.C. § 7524(a), EPA sent to “Tony’s Corvette Shop and any of its affiliates” a written request for information (“RFI”) seeking information relevant to the Agency’s investigation of TCS’ and its affiliates’ compliance with CAA Sections 203(a) and 213(d), 42 U.S.C. §§ 7522(a) and 7547(d), and the applicable motor vehicle regulations of 40 C.F.R. Parts 85 and 86. EPA therein sought information regarding automotive parts and components that TCS and its affiliates manufactured, offered for sale, sold and installed, from at least January 1, 2017 through May 14, 2020, in order to ascertain whether such automotive parts and components were compliant with CAA Subchapter II (“Emissions Standards for Moving Sources”) requirements and prohibitions or whether the parts and components had a principal effect of bypassing, defeating, or rendering inoperative emission control systems or elements of design installed on or in EPA-certified Motor Vehicles or Motor Vehicle engines.
31. By correspondence dated August 14, 2020, and attachments thereto, Respondents TCS, CCM and BCP collectively provided EPA with responses to the questions posed in the RFI and submitted documents and information responsive to information requested therein. Respondents’ RFI responses included: copies of sales invoices, containing information about automotive parts and components manufactured and sold, and services provided, during the period of September 2016 through April 2020; an electronic spreadsheet containing additional information about automotive parts and components sold, and services provided, during that same time period; and information about the nature and function of each automotive part and component sold and installed by the Respondents during the period of September 2016 through April 2020. This information was accompanied by a signed certification stating, to the best of Respondents’ knowledge and information, that the information provided by the Respondents in these documents and submissions was true and complete.

32. On or about July 9, 2021, EPA e-mailed to the Respondents' General Counsel, Lindsey M. Avedisian, Esq., a *Notice of Potential Violations and Opportunity to Confer* ("NOPVOC") that was executed by the EPA Region 3 Enforcement and Compliance Assurance Division Director on July 7, 2021. In that NOPVOC, EPA informed the Respondents that information currently available to the Agency suggested that Respondents TCS, CCM and BCP may have committed and/or may be committing violations of Title II of the CAA, 42 U.S.C. §§ 7521–7554, and specifically Sections 203(a)(3)(A) and (B) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and (B), by having manufactured devices known to bypass or render inoperable vehicle emission control systems, and that they sold (and/or offered to sell) and installed parts or components that have a principal effect of altering or bypassing emission control systems or elements of design on Motor Vehicles or Motor Vehicle engines installed by vehicle or engine OEMs in order to comply with CAA emission standards and that the Respondents knew or should have known that these parts or components were manufactured, sold (or offered for sale) and installed for such use or put to such use. In the NOPVOC, EPA identified Respondents' potential CAA statutory and regulatory noncompliance, explained EPA enforcement authorities, outlined applicable penalty assessment criteria and offered Respondents the opportunity to confer with EPA representatives prior to the Agency's initiation of any potential enforcement action.
33. On August 10, 2021, the Parties engaged in an initial NOPVOC conference, which became the basis for subsequent verbal and written communications and dialogue between them.
34. On November 10, 2021, the Parties executed a Tolling Agreement relating to EPA's causes of action, pursuant to CAA Section 205, 42 U.S.C. § 7524, against Respondents TCS, CCM and BCP for, inter alia, violations of Section 203(a)(3)(A) and (B) of the CAA, 42 U.S.C. § 7522(a)(3)(A) and (B) (the "Tolled Claims"). The Parties therein agreed that the period commencing on December 1, 2021 and ending on May 31, 2022, inclusive, shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by EPA or the United States on behalf of EPA against the Respondents on the Tolled Claims.
35. By correspondence dated January 13, 2022, EPA sent Respondents a follow-up information request letter ("IRL") through which EPA informally sought additional information from the Respondents regarding the electronic control module ("ECM") tuning practices employed by TCS and CCM during the previously identified time period and whether any such tuning practices may have disabled, deactivated or negatively impacted vehicle operating parameters, such as the fueling strategy, or vehicle emission control devices and/or engine management systems.

36. By correspondence dated February 11, 2022, Respondents provided EPA with narrative responses to questions posed in EPA's January 13, 2022 IRL and transmitted to EPA, for the Agency's independent review and analysis, each of the 150 electronic "tune" software files that Respondent CCM had modified and customized (*i.e.*, manufactured) prior to sale and installation, by TCS, in EPA-certified Motor Vehicles and Motor Vehicle Engines at the Facility during the time period at issue.
37. On May 10, 2022, the Parties executed an extension to their original Tolling Agreement (the "Tolling Agreement Extension" or "TAE"). The TAE extended the period for EPA's pursuit of the Tolled Claims against the Respondents through November 30, 2022.
38. The sales invoices, electronic spreadsheet, electronic tune files and other information provided to EPA by the Respondents with their August 14, 2020 RFI and February 11 2022 IRL responses (collectively, "Respondents' RFI & IRL Responses") establishes that between December 22, 2016 and April 22, 2020, Respondents CCM and TCS manufactured and sold to owners of EPA-certified Motor Vehicles and/or Motor Vehicle engines, automotive parts and components that have a principal effect of changing, affecting, modifying, bypassing, defeating, or rendering inoperative devices or elements of design that control emissions of regulated air pollutants on an EPA-certified Motor Vehicle (each generally referred to hereinafter as a "Defeat Device") that are more specifically referred to as Aftermarket ECM ("Engine Control Module") Programmers, or "tuners," and which contain software commonly referred to as "tunes," that modify ECM programming or calibrations and/or On-Board Diagnostic System ("OBD") operations of an EPA-certified Motor Vehicle or Motor Vehicle engine.
39. The information provided to EPA in and with Respondents' RFI & IRL Responses further establishes that between December 22, 2016 and April 22, 2020, Respondent TCS physically installed in EPA-certified Motor Vehicles and/or Motor Vehicle engines: (i) Defeat Device Aftermarket ECM Programmers, or "tuners," that Respondent CCM had manufactured by making software modifications to customize each tune prior to installation, and which Respondent's CCM and TCS had sold to the vehicle owners, as well as; (ii) Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes," which are automotive components designed to physically remove, disable, or bypass aftertreatment emission control devices or other elements of design installed on or in an EPA-certified Motor Vehicle or Motor Vehicle engine.
40. The information contained in and with Respondents' RFI & IRL Responses further establishes that between August 19, 2019 and April 22, 2020, Respondent BCP, on behalf of Respondent TCS, advertised and offered to sell to EPA-certified Motor Vehicle owners Defeat Device Aftermarket ECM Programmers, or "tuners," and Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes."

41. Information provided to EPA in Respondents' RFI & IRL Responses therefore establishes that:

- (a) between December 22, 2016 and April 22, 2020, Respondents CCM and TCS manufactured and sold sixty-six (66) Defeat Device Aftermarket ECM Programmers, or "tuners," to EPA-certified Motor Vehicle owners, as identified and described in Appendix A, hereto;
- (b) between December 22, 2016 and April 22, 2020, Respondent TCS sold twenty-eight (28) Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes," to EPA-certified Motor Vehicles owners, as identified and described in Appendix B, hereto;
- (c) between December 22, 2016 and April 22, 2020, Respondent TCS physically installed each of the sixty-six (66) Defeat Device Aftermarket ECM Programmers, or "tuners," referenced in paragraph 41(a), above, and each of the twenty-eight (28) Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes" referenced in paragraph 41(b), above, into sixty-six (66) EPA-certified Motor Vehicles or Motor Vehicle Engines at the Facility, as identified in Appendices A and B, hereto; and
- (d) between August 19, 2019 and April 22, 2020, Respondent BCP, on behalf of Respondent TCS, advertised and offered to sell to EPA-certified Motor Vehicle owners Defeat Device Aftermarket ECM Programmers, or "tuners," and Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes" of the same and/or similar type as identified in Appendices A and B, hereto.

**COUNTS 1 - 94**

**Sale of Defeat Devices**

42. The allegations in each of the preceding paragraphs are incorporated by reference herein as though fully set forth at length.

43. Between December 22, 2016 and April 22, 2020, Respondents TCS and CCM manufactured and sold to Motor Vehicle owners sixty-six (66) Defeat Device Aftermarket ECM Programmers, or "tuners," as referenced in paragraph 41(a), above, and as further identified and described in Appendix A hereto, which contained software commonly referred to as "tunes," that modified ECM programming or calibrations and/or EPA-certified Motor Vehicle or Motor Vehicle engine OBD operations.



44. Between December 22, 2016 and April 22, 2020, Respondent TCS additionally sold to Motor Vehicle owners another twenty-eight (28) Defeat Device aftermarket automotive parts and components, as referenced in paragraph 41(b), above, and as further identified and described in Appendix B hereto, which consisted of Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes," that physically removed, disabled, or bypassed aftertreatment emission control devices or other elements of design installed on or in EPA-certified Motor Vehicles or Motor Vehicle engines.
45. Each of the ninety-four (94) Defeat Devices referenced collectively in the two preceding paragraphs, immediately above, which are further identified and described in Appendices A and B, hereto, are automotive parts and/or components intended for use with, or as part of, EPA-certified Motor Vehicles or Motor Vehicle engines which have a principal effect of bypassing, defeating, or rendering inoperative emissions-related elements of design that are installed on EPA-certified Motor Vehicles or Motor Vehicle engines.
46. At the time that Respondents CCM and TCS sold each of the ninety-four (94) Defeat Devices referenced in paragraphs 41(a) and 41(b), above, as further identified and described in Appendices A and B, hereto, Respondents CCM and TCS knew or should have known that each such automotive part or component would be put to use for the purpose of bypassing, defeating, or rendering inoperative a device and/or element(s) of design installed on or in an EPA-certified Motor Vehicle or Motor Vehicle engine otherwise in compliance with CAA Title II motor vehicle emission and fuel standards.
47. Between December 22, 2016 and April 22, 2020, Respondents CCM and TCS collectively committed ninety-four (94) violations of Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), and the implementing regulations found at 40 C.F.R. § 1068.101(b)(2), by selling ninety-four (94) Defeat Devices, including Defeat Device Aftermarket ECM Programmers, or "tuners," and Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes," that Respondents CCM and TCS each knew or should have known would be put to use for the purpose of bypassing, defeating, or rendering inoperative a device and/or element(s) of design installed on or in an EPA-certified Motor Vehicle or Motor Vehicle engine otherwise in compliance with CAA Title II motor vehicle emission and fuel standards.
48. By selling ninety-four (94) Defeat Devices in violation of CAA section 203(a)(3)(B), 42 U.S.C. § 7522(a)(3)(B), Respondents CCM and TCS are subject to the assessment of civil penalties under section 203(c) of the Act, 42 U.S.C. § 7524(c).

**COUNTS 95 - 160**

***Installation Of Defeat Devices Into EPA-Certified  
Motor Vehicles and/or Motor Vehicle Engines  
(i.e., Vehicle "Tampering")***

49. The allegations in each of the preceding paragraphs are incorporated by reference herein as though fully set forth at length.
50. Between December 22, 2016 and April 22, 2020, Respondent TCS physically installed each of the ninety-four (94) Defeat Devices referenced in paragraph 41(c), above, which are further identified and described in Appendices A and B, hereto, into a total of sixty-six (66) EPA-certified Motor Vehicles and/or Motor Vehicle engines, which are also identified and described (by EPA-designated Vehicle # and by the year, make and model of each Vehicle) in Appendices A and B, hereto.
51. Respondent TCS' installation of Defeat Devices into sixty-six (66) unique EPA-certified Motor Vehicles and/or Motor Vehicle engines during the December 22, 2016 through April 22, 2020 time period constitutes sixty-six (66) separate violations of the vehicle tampering prohibition of CAA Section 203(a)(3)(A), 42 U.S.C. § 7522(a)(3)(A), and the implementing regulations found at 40 C.F.R. § 1068.101(b)(1).
52. By installing Defeat Devices, including Defeat Device Aftermarket ECM Programmers, or "tuners," and Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes," in EPA-certified Motor Vehicles and/or Motor Vehicle engines in violation of the vehicle tampering prohibition of CAA Section 203(a)(3)(A), 42 U.S.C. § 7522(a)(3)(A), Respondent TCS is subject to the assessment of civil penalties under Section 203(c) of the CAA, 42 U.S.C. § 7524(c).

**COUNT 161**

***Offering to Sell Defeat Devices***

53. The allegations in each of the preceding paragraphs are incorporated by reference herein as though fully set forth at length.
54. Between August 19, 2019 and April 22, 2020, Respondent BCP, on behalf of Respondent TCS, advertised and offered for sale to EPA-certified Motor Vehicle owners certain of the same, and/or similar, Defeat Device Aftermarket ECM Programmers, or "tuners," and certain of the same, and/or similar, Defeat Device straight pipes, or exhaust aftermarket "Delete Pipes," as those which are previously referenced in paragraphs 41(a) and 41(b), above, and identified and described in Appendices A and B, hereto.

55. Certain of the Defeat Device Aftermarket ECM Programmers, or “tuners,” that Respondent BCP advertised and offered for sale to EPA-certified Motor Vehicle owners during the above-referenced time period contained software commonly referred to as “tunes,” that modified ECM programming or calibrations and/or EPA-certified Motor Vehicle or Motor Vehicle engine OBD operations.
56. Certain of the Defeat Device straight pipes, or exhaust aftermarket “Delete Pipes,” that Respondent BCP advertised and offered for sale to EPA-certified Motor Vehicle owners during the above-referenced time period physically removed, disabled, or bypassed aftertreatment emission control devices or other elements of design installed on or in EPA-certified Motor Vehicles or Motor Vehicle engines.
57. At the time that Respondent BCP, on behalf of Respondent TCS, advertised and offered to sell Defeat Device Aftermarket ECM Programmers, or “tuners,” and the Defeat Device straight pipes, or exhaust aftermarket “Delete Pipes” of the same and/or similar types as those referenced in Paragraph 41(d), above, Respondent BCP knew or should have known that such automotive parts or components would be put to use for the purpose of bypassing, defeating, or rendering inoperative a device and/or element(s) of design installed on or in an EPA-certified Motor Vehicle or Motor Vehicle engine otherwise in compliance with CAA Title II motor vehicle emission and fuel standards.
58. Between August 19, 2019 and April 22, 2020, Respondent BCP violated Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), and the implementing regulations found at 40 C.F.R. § 1068.101(b)(2), by offering to sell Defeat Devices, including Defeat Device Aftermarket ECM Programmers, or “tuners,” and Defeat Device straight pipes, or exhaust aftermarket “Delete Pipes,” that Respondent BCP knew or should have known would be put to use for the purpose of bypassing, defeating, or rendering inoperative a device and/or element(s) of design installed on or in an EPA-certified Motor Vehicle or Motor Vehicle engine otherwise in compliance with CAA Title II motor vehicle emission and fuel standards.
59. By offering to sell Defeat Devices in violation of CAA section 203(a)(3)(B), 42 U.S.C. § 7522(a)(3)(B), Respondent BCP is subject to the assessment of civil penalties under section 203(c) of the Act, 42 U.S.C. § 7524(c).

#### **CIVIL PENALTY**

60. In settlement of EPA’s claims for civil penalties assessable for the violations alleged in this Consent Agreement, Respondents consent to the assessment of a civil penalty against them in the amount of **ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00)**, which Respondents agree that they jointly and severally shall be liable to pay in accordance with the terms set forth below.

61. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in CAA Section 205(c)(2), 42 U.S.C. § 7524(c)(2), which include the gravity of the violation, the economic benefit or savings (if any) resulting from the violation, the size of the violator's business, the violator's history of compliance with this subchapter, action taken to remedy the violation, the effect of the penalty on the violator's ability to continue in business, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's January 2021 *Clean Air Act Title II Vehicle & Engine Civil Penalty Policy*, which reflects the statutory penalty criteria and factors set forth at CAA Section 205(c)(2), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

62. Payment of the full civil penalty amount and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:

- a. All payments by Respondents shall include reference to Respondents' names and addresses, and the Docket Number of this action, *i.e.*, **CAA-03-2022-0119**;
- b. All checks shall be made payable to the "United States Treasury";
- c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

- d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/makepayment>

- e. A copy of Respondents' check or other documentation of payment of the penalty using the method selected by Respondents for payment shall be sent simultaneously, **by e-mail**, to:

A.J. D'Angelo, Esq.  
Sr. Assistant Regional Counsel  
U.S. EPA, Region III (3RC30)  
[dangelo.aj@epa.gov](mailto:dangelo.aj@epa.gov)

and

U.S. EPA Region III Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto:R3_Hearing_Clerk@epa.gov)

63. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondents' failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
64. Payment of the civil penalty is due and payable immediately upon the effective date of this Consent Agreement and Final Order. Receipt by Respondents or Respondents' 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 as of the effective date of this Consent Agreement and Final Order by Respondents in accordance with 40 C.F.R. § 13.9(a).
65. INTEREST: Interest on the civil penalty assessed in this Consent Agreement and Final Order will begin to accrue on the effective date of this Consent Agreement and Final Order. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the effective date of this Consent Agreement and Final Order. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R § 13.11(a).
66. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
67. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
68. If Respondents fail to make a full and complete payment of the civil penalty in accordance with this Consent Agreement and Final Order, the entire unpaid balance of the penalty shall become immediately due and owing. Failure by Respondents to pay the CAA civil penalty assessed by the Final Order in full in accordance with this Consent Agreement and Final Order may subject Respondents to a civil action to collect the assessed penalty, plus interest, pursuant to Section 113 of the CAA, 42 U.S.C. § 7413. In any such collection action, the validity, amount and appropriateness of the penalty shall not be subject to review.
69. Respondents agree not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.

70. The Parties consent to service of the Final Order **by e-mail** at the following valid email addresses:

dangelo.aj@epa.gov  
*for valid service upon Complainant's counsel,*  
A.J. D'Angelo, Esq.  
Sr. Assistant Regional Counsel  
U.S. EPA, Region III (3RC30)

and

david.loring@afslaw.com  
*for valid service upon Respondents' counsel,*  
David M. Loring, Esq.  
Partner  
ArentFox Schiff LLP

#### **GENERAL SETTLEMENT CONDITIONS**

71. By signing this Consent Agreement, Respondents acknowledge that this Consent Agreement and Final Order will be available to the public and represent that, to the best of Respondents' knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondents.
72. Respondents certify that any information or representation they have supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondents 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 EPA may have, civil or criminal, under law or equity in such event. Respondents and their 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**

73. Respondents certify to EPA, upon personal investigation and to the best of their respective knowledge and belief, that they currently are in compliance with regard to the violations alleged in this Consent Agreement.

**OTHER APPLICABLE LAWS**

74. Nothing in this Consent Agreement and Final Order shall relieve Respondents of their respective obligations to comply with all applicable federal, state, and local laws and regulations, 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 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 Act, 42 U.S.C. §§ 7401–7671, or any regulations promulgated thereunder.

**RESERVATION OF RIGHTS**

75. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violations alleged against Respondents in this Consent Agreement and Final Order. EPA reserves the right to commence action against any person, including Respondents, in response to any condition which 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). EPA reserves any rights and remedies available to it under the Act, 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**

76. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondents and the respective officers, directors, employees, contractors, successors, agents and assigns of the Respondents. By his or her signature below, the person who signs this Consent Agreement on behalf of each Respondent is acknowledging that he or she is fully authorized by such Respondent to execute this Consent Agreement and to legally bind such Respondent to the terms and conditions of this Consent Agreement and Final Order.


**EFFECTIVE DATE**

77. The effective date of this Consent Agreement and Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his/her 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**

78. 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.

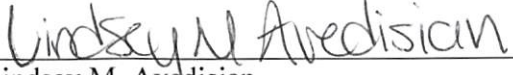
For Respondent *Tony's Corvette Shop, Inc.:*

Date: 8/22/2022 By:   
Anthony J. Avedisian  
President  
Tony's Corvette Shop, Inc. :

For Respondent *The Collector Car Museum, LLC:*

Date: 8/22/22 By:   
R. Keith Green  
Member  
The Collector Car Museum, LLC  
:

For Respondent *Best Corvette Parts LLC:*

Date: 8/22/22 By:   
Lindsey M. Avedisian  
Manager  
Best Corvette Parts LLC



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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Karen Melvin, Director  
Enforcement and Compliance Assurance Division  
U.S. EPA – Region III  
Complainant

Attorney for Complainant:

Date: \_\_\_\_\_

By: \_\_\_\_\_

A.J. D'Angelo, Esq.  
Sr. Assistant Regional Counsel  
Air & Toxics Branch (3RC30)  
U.S. EPA – Region III

**APPENDIX A**

**CAA Section 203(A)(3)(A) & (B) Violations  
66 Defeat Device Aftermarket ECM Programmers, or "Tuners," Manufactured and Sold by  
Respondents CCM and TCS and Installed by Respondent TCS  
in 66 Unique EPA-Certified Motor Vehicles/Engines  
with Supporting Vehicle Identification/Application and Tuner Manufacture/Sale/Installation Information**

<b>#</b>	<b>Part Type</b>	<b>EPA-Certified Motor Vehicles (VIN# Removed to Protect Personally Identifiable Information)</b>	<b>Date(s) Tuned (i.e., Software Manufactured/Installed)</b>	<b>Sale Date (if on Final Bill(s))</b>	<b>Invoice # (if provided)</b>
1	Tuner	Vehicle #1: 2017 Chevrolet Z06 Corvette	7/24/2017 – 8/8/2017	8/8/2017	69
2	Tuner	Vehicle #2: 2006 Chevrolet Z06 Corvette	5/24/2019	5/7/2019	---
3	Tuner	Vehicle #3: 2012 Chevrolet GS Corvette	5/22/2017	5/26/2017	74
4	Tuner	Vehicle #4: 2003 Chevrolet Z06 Corvette	7/6/2017	6/28/2017	75
5	Tuner	Vehicle #5: 2012 Chevrolet Z06 Corvette	1/2/2018 – 1/18/2018	11/13/2017	76
6	Tuner	Vehicle #6: 2008 Chevrolet Corvette	2/14/2017 12/21/2017	2/21/2017 NA	78
7	Tuner	Vehicle #7: 2012 Chevrolet GS Corvette	10/26/2017	10/27/2017	80
8	Tuner	Vehicle #8: 2007 Chevrolet Corvette	5/23/2017 7/25/2017 11/7/2018	12/22/2016 7/25/2017	83, 84, 147
9	Tuner	Vehicle #9: 2018 Chevrolet ZL1 Camaro	1/16/2018 8/13/2018	10/30/2017 8/10/2018	86, 87
10	Tuner	Vehicle #10: 2008 Chevrolet Z06 Corvette	8/8/2018	NA	---
11	Tuner	Vehicle #11: 2006 Chevrolet Z06 Corvette	3/12/2018	8/4/2017	88
12	Tuner	Vehicle #12: 2008 Chevrolet Z06 Corvette	10/1/2019	8/5/2019	89
13	Tuner	Vehicle #13: 2012 Chevrolet ZR1 Corvette	10/12/2018	10/19/2018	90
14	Tuner	Vehicle #14: 2010 Chevrolet Camaro	5/12/2017	3/18/2017	93
15	Tuner	Vehicle #15: 2008 Chevrolet Corvette	3/17/2018	3/19/2018	94, 95
16	Tuner	Vehicle #16: 1998 Chevrolet Corvette	1/15/2017	NA	---
17	Tuner	Vehicle #17: 2017 Chevrolet Z06 Corvette	2/24/2020	1/23/2020	96
18	Tuner	Vehicle #18: 2001 Chevrolet Corvette	11/8/2017– 3/2/2018 6/19/2019	8/30/2017 4/26/2019	98, 99, 101
19	Tuner	Vehicle #19: 2019 Chevrolet Corvette	12/4/2019	12/12/2019	102
20	Tuner	Vehicle #20: 2003 Chevrolet Z06 Corvette	9/12/2018	9/13/2018	104
21	Tuner	Vehicle #21: 2002 Chevrolet Corvette	7/11/2017	7/11/2017	105
22	Tuner	Vehicle #22: 2012 Chevrolet 2LT Corvette	4/16/2019	2/24/2019	106

23	Tuner	Vehicle #23: 2008 Chevrolet GS Corvette	11/14/2017	10/9/2017	107
24	Tuner	Vehicle #24: 2007 Chevrolet Corvette	11/27/2017	11/7/2017	108
25	Tuner	Vehicle #25: 2017 Chevrolet Z06 Corvette	2/16/2017 5/30/2017 7/11/2018	1/18/2017 NA 7/11/2018	109, 110
26	Tuner	Vehicle #26: 2014 Chevrolet 2LT Corvette	7/18/2017	7/18/2017	111
27	Tuner	Vehicle #27: 2005 Chevrolet Corvette	9/14/2017	8/28/2017	112
28	Tuner	Vehicle #28: 2010 Chevrolet Corvette	9/13/2018	9/6/2018	114
29	Tuner	Vehicle #29: 2008 Chevrolet Z06 Corvette	5/13/2019	NA	---
30	Tuner	Vehicle #30: 2010 Chevrolet 1LT Corvette	2/6/2017	1/27/2017	116
31	Tuner	Vehicle #31: 2012 Chevrolet GS Corvette	3/12/2019	3/9/2019	118
32	Tuner	Vehicle #32: 2001 Chevrolet Corvette	1/29/2020	2/10/2020	123
33	Tuner	Vehicle #33: 2013 Cadillac CTSV	10/31/2017	10/31/2017	124
34	Tuner	Vehicle #34: 2010 Chevrolet GS Corvette	1/12/2017– 3/2/2017 9/12/2017– 11/27/2017	2/1/2017 12/1/2017	125, 127
35	Tuner	Vehicle #35: 2017 Chevrolet GS Corvette	2/27/2018	1/16/2018	128
36	Tuner	Vehicle #36: 2010 Chevrolet 1LT Corvette	7/19/2017	7/19/2017	129
37	Tuner	Vehicle #37: 2006 Chevrolet Z06 Corvette	4/25/2017	4/26/2017	133
38	Tuner	Vehicle #38: 2015 Chevrolet 2LT Corvette	4/5/2017	4/5/2017	134
39	Tuner	Vehicle #39: 2008 Chevrolet Corvette	9/21/2017 12/20/2017– 1/12/2018	8/2/2017; 10/27/2017	135, 136, 137
40	Tuner	Vehicle #40: 2012 Chevrolet 1LT Corvette	3/21/2017	3/20/2017	138
41	Tuner	Vehicle #41: 2001 Chevrolet Silverado	11/13/2017 6/4/2019	NA	---
42	Tuner	Vehicle #42: 2004 Chevrolet Corvette	11/5/2018	11/6/2018	139
43	Tuner	Vehicle #43: 2004 Chevrolet Corvette	12/10/2019	9/28/2019	140
44	Tuner	Vehicle #44: 2015 Chevrolet 3LT Corvette	11/15/2017 4/25/2018; 9/24/2019	10/27/2017 3/10/2018 9/14/2019	141, 142, 143
45	Tuner	Vehicle #45: 2012 Chevrolet GS Corvette	6/28/2018	6/27/2018	145
46	Tuner	Vehicle #46: 2008 Chevrolet Z06 Corvette	3/21/2017– 3/23/2017	3/25/2017	---
47	Tuner	Vehicle #47: 2012 Chevrolet GS Corvette	3/7/2018	NA	---
48	Tuner	Vehicle #48: 2011 Chevrolet 2LT Corvette	4/6/2017	4/7/2017	148
49	Tuner	Vehicle #49: 2010 Chevrolet ZR1 Corvette	6/28/2017 4/11/2018	6/28/2017; 2/4/2018	149, 150

50	Tuner	<i>Vehicle #50: 2002 Chevrolet Z06 Corvette</i>	5/23/2017 10/30/2017	11/6/2017	152
51	Tuner	<i>Vehicle #51: 2017 Chevrolet Corvette</i>	5/30/2017	5/9/2017	153
52	Tuner	<i>Vehicle #52: 1999 Chevrolet Corvette</i>	5/24/2019	4/19/2019	154
53	Tuner	<i>Vehicle #53: 2013 Chevrolet 2LT Corvette</i>	8/5/2019	8/5/2019	155
54	Tuner	<i>Vehicle #54: 2005 Pontiac GTO</i>	1/10/2018– 3/13/2018	NA	---
55	Tuner	<i>Vehicle #55: 2006 Chevrolet Z06 Corvette</i>	10/14/2019	10/14/2019	166
56	Tuner	<i>Vehicle #56: 2008 Chevrolet Z06 Corvette</i>	4/22/2020	1/23/2020	160
57	Tuner	<i>Vehicle #57: 2015 Chevrolet 1LT Corvette</i>	3/19/2018	2/20/2018	161
58	Tuner	<i>Vehicle #58: 1999 Chevrolet Corvette</i>	2/6/2020	1/4/2020	163
59	Tuner	<i>Vehicle #59: 2011 Chevrolet 3LT Corvette</i>	4/23/2018	1/26/2018	164
60	Tuner	<i>Vehicle #60: 2003 Chevrolet Corvette</i>	8/9/2019	8/19/2019	165
61	Tuner	<i>Vehicle #61: 2001 Chevrolet Corvette</i>	7/24/2017 4/21/2019	6/6/2017	167
62	Tuner	<i>Vehicle #62: 2016 Chevrolet Z06 Corvette</i>	2/20/2017	NA	71 & 72
63	Tuner	<i>Vehicle #63: 2004 Chevrolet Z06 Corvette</i>	2/4/2020	1/6/2020	70
64	Tuner	<i>Vehicle #64: 2006 Chevrolet Corvette</i>	1/13/2018	N/A	---
65	Tuner	<i>Vehicle #65: 2014 Cadillac CTSV</i>	1/22/2020	1/22/2020	85
66	Tuner	<i>Vehicle #66: 2006 Chevrolet Corvette</i>	7/9/2019	NA	---

**APPENDIX B**

<b>CAA Section 203(A)(3)(A) &amp; (B) Violations 28 Defeat Device Straight Pipes, or Exhaust Aftermarket "Delete Pipes," Sold and Installed by Respondent TCS in 28 (of 66 Previously Identified in Appendix A) Unique EPA-Certified Motor Vehicles/Engines with Supporting Defeat Device Identification (by Part Type, Manufacturer, and Number), Sale &amp; Installation Information</b>							
#	Part Type	Part Manufacturer	Part Number (If provided)	Invoice #	Sale Date	Install Date	EPA-Certified Motor Vehicles (VIN# Removed)
1	Straight Pipe	American Racing Headers	C5-01134300LSWC	98	8/30/2017	8/30/2017	Vehicle #18: 2001 Chevrolet Corvette
2	Straight Pipe	American Racing Headers	C5-97134300LSWC	163	1/4/2020	1/4/2020	Vehicle #58: 1999 Chevrolet Corvette
3	Straight Pipe	American Racing Headers	C5-01178300LSWC	167	6/6/2017	6/6/2017	Vehicle #61: 2001 Chevrolet Corvette
4	Straight Pipe	American Racing Headers	C5-04178300LSWC	140	9/28/2019	9/28/2019	Vehicle #43: 2004 Chevrolet Corvette
5	Straight Pipe	American Racing Headers	C6-05134300LSWC	135	8/2/2017	8/2/2017	Vehicle #39: 2008 Chevrolet Corvette
6	Straight Pipe	American Racing Headers	C6-05200300LSWC	83	12/22/2016	12/22/2016	Vehicle #8: 2007 Chevrolet Corvette
7	Straight Pipe	American Racing Headers	C6-09178300LSWC	74	05/26/2017	05/26/2017	Vehicle #3: 2012 Chevrolet GS Corvette
8				80	10/27/2017	10/27/2017	Vehicle #7: 2012 Chevrolet GS Corvette
9				11	01/26/2018	01/26/2018	Vehicle #31: 2012 Chevrolet GS Corvette
10				14	02/10/2018	02/10/2018	Vehicle #45: 2012 Chevrolet GS Corvette
11				164	06/27/2018	06/27/2018	Vehicle #59: 2011 Chevrolet 3LT Corvette
12	Straight Pipe	American Racing Headers	Z06-06178300LSWC	76	11/13/2017	11/13/2017	Vehicle #5: 2012 Chevrolet Z06 Corvette
13				89	08/05/2019	08/05/2019	Vehicle #12: 2008 Chevrolet Z06 Corvette
14	Straight Pipe	American Racing Headers	C7-14178300LSWC	69	01/18/2017	01/18/2017	Vehicle #1: 2017 Chevrolet Z06 Corvette
15				96	04/05/2017	04/05/2017	Vehicle #17: 2017 Chevrolet Z06 Corvette
16				102	05/09/2017	05/09/2017	Vehicle #19: 2019 Chevrolet Corvette
17				109	08/08/2017	08/08/2017	Vehicle #25: 2017 Chevrolet Z06 Corvette
18				128	09/07/2017	09/07/2017	Vehicle #35: 2017 Chevrolet GS Corvette
19				130	10/27/2017	10/27/2017	Vehicle #25: 2017 Chevrolet Z06 Corvette
20				134	01/16/2018	01/16/2018	Vehicle #38: 2015 Chevrolet 2LT Corvette
21				141	02/20/2018	02/20/2018	Vehicle #44: 2015 Chevrolet 3LT Corvette
22				153	12/12/2019	12/12/2019	Vehicle #51: 2017 Chevrolet Corvette
23				161	01/23/2020	01/23/2020	Vehicle #57: 2015 Chevrolet 1LT Corvette
24	Straight Pipe	American Racing Headers	CAV8-16178300FSQWC	86	10/30/2017	10/30/2017	Vehicle #9: 2018 Chevrolet ZL1 Camaro
25	Straight Pipe	American Racing Headers	ZR1-09178300LSWC	90	06/28/2017	06/28/2017	Vehicle #13: 2012 Chevrolet ZR1 Corvette
26				149	10/19/2018	10/19/2018	Vehicle #49: 2010 Chevrolet ZR1 Corvette
27	Straight Pipe	Custom Corvette Accessories (dba LG Motorsports)	Part No. Not Provided	70	1/6/2020	1/6/2020	Vehicle #63: 2004 Chevrolet Z06 Corvette
28	Straight Pipe	Kooks Headers	21602401	155	8/5/2019	8/5/2019	Vehicle #53: 2013 Chevrolet 2LT Corvette

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
Four Penn Center – 1600 John F. Kennedy Blvd.  
Philadelphia, Pennsylvania 19103**

<b>In the Matter of:</b>	:	
	:	
<b>Tony’s Corvette Shop, Inc.;</b>	:	<b>Docket No. CAA-03-2022-0119</b>
<b>The Collector Car Museum, LLC; and</b>	:	
<b>Best Corvette Parts LLC</b>	:	
	:	<b>Proceeding under Clean Air Act</b>
<b>Respondents.</b>	:	<b>Section 205(c)(1)</b>

**FINAL ORDER**

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (“EPA” or the “Agency”), Region III, and Respondents, Tony’s Corvette Shop, Inc., The Collector Car Museum, LLC and Best Corvette Parts LLC, 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.

Based on the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the statutory factors set forth in Section 205(c)(2) of the Clean Air Act, 42 U.S.C. § 7524(c)(2), EPA’s *Clean Air Act Title II Vehicle & Engine Civil Penalty Policy*, dated January 2021, the appropriate Adjustment of Civil Monetary Penalties for Inflation, pursuant to 40 C.F.R. Part 19, and applicable implementing guidance.

**NOW, THEREFORE**, pursuant to Section 205(c)(1) of the Clean Air Act (“CAA”), as amended, 42 U.S.C § 7524(c)(1), and Section 22.18(b)(3) of the *Consolidated Rules of Practice*, **IT IS HEREBY ORDERED** that Respondents pay a civil penalty in the amount of **ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00)** 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 Respondents’ obligation to comply with all applicable provisions of Title II of the CAA, 42 U.S.C. §§ 7521 *et seq.*, and the regulations promulgated thereunder.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph J. Lisa  
Regional Judicial Officer  
U.S. Environmental Protection Agency, Region III