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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	Case No. _____
v.	)	
	)	
XTREME DIESEL PERFORMANCE, LLC,	)	<b>CONSENT DECREE</b>
	)	
Defendant.	)	
	)	

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A. Plaintiff United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), filed a Complaint in this action concurrently with this Consent Decree, alleging that Defendant, Xtreme Diesel Performance, LLC (“XDP”), violated Section 203(a)(3)(B) of the Clean Air Act (“CAA”), 42 U.S.C. § 7522(a)(3)(B), by manufacturing, selling, and offering to sell aftermarket products that bypass, defeat, or render inoperative emission controls installed on Motor Vehicles or Motor Vehicle Engines (as defined below in Section III (Definitions)), in violation of Section 203 of the CAA.

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

C. The United States’ Complaint against XDP alleges that XDP manufactured and/or sold Identified Subject Products, as defined in Section III (Definitions) below, including: (i) exhaust gas recirculation delete hardware

products; (ii) exhaust replacement pipes; and (iii) software products, also known as “tunes,” the effect of which is to bypass, defeat, or render inoperative a device or element of design installed on or in Motor Vehicles or Motor Vehicle Engines to control the emission of pollutants, in violation of Section 203(a)(3)(B) of the CAA.

D. The United States asserts that since January 1, 2015, XDP manufactured and/or sold over 27,145 Identified Subject Products.

E. The United States’ Complaint seeks the assessment of civil penalties.

F. On November 8, 2019, XDP represented to the United States that, as of September 22, 2019, XDP has suspended sales of all Identified Subject Products.

G. XDP does not admit liability for any violations alleged in the Complaint.

H. The United States has reviewed Financial Information submitted by XDP and has determined that XDP has demonstrated a limited ability to pay a civil penalty in this matter.

I. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

J. NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 205 of the CAA, 42 U.S.C. § 7524, and over the Parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and 1395(a), because XDP is located in and is doing business in this District. For purposes of this Decree, or any action to enforce this Decree, XDP consents to the Court's jurisdiction over this Decree and any such action and over XDP and consents to venue in this judicial district.

2. For purposes of this Consent Decree, XDP agrees that the Complaint states claims upon which relief may be granted pursuant to Sections 203 and 205 of the CAA, 42 U.S.C. §§ 7522 and 7524.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, and upon XDP and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of XDP's business, whether in

compliance with the procedures of this Paragraph or otherwise, shall relieve XDP of its obligation to ensure that the terms of the Decree are implemented, unless: (a) the transferee agrees to undertake the obligations required by this Decree and to be substituted for XDP as a Party under the Decree and thus be bound by the terms thereof, (b) the United States consents to relieve XDP of its obligations, and (c) the Court approves the substitution. The United States' decision to refuse to approve the substitution of the transferee for XDP as a Party shall be subject to dispute resolution and judicial review under Section X (Dispute Resolution), but must be upheld unless arbitrary and capricious. Among the criteria that the United States anticipates using in guiding its decision are the proposed transferee's financial and technical ability to comply with the requirements of the Decree, and whether the proposed transferee has a history of noncompliance with the CAA, its implementing regulations, or analogous requirements. However, if XDP transfers only part of its business(es), XDP shall remain obligated to ensure that the terms of the Decree are implemented for the part of the business(es) retained by XDP. At least 30 Days prior to such transfer, XDP shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA, the United States Attorney for the District of New Jersey, and the United States Department of Justice, in accordance with Section XIV (Notices). Any

attempt to transfer ownership or operation of XDP's business without complying with this Paragraph constitutes a violation of this Decree.

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

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

### III. DEFINITIONS

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

a. "Authorized Dealer" means any third party authorized by XDP to sell Products manufactured by XDP, including any wholesale distributor, at any

time since January 1, 2015.

b. “CAA” means the Clean Air Act, as amended, 42 U.S.C.

§ 7401 *et seq.*

c. “CARB Executive Order” or “CARB EO” means an official exemption issued by the California Air Resources Board (“CARB”) exempting an aftermarket product from the prohibitions of Section 27156 of the California Vehicle Code.

d. “Complaint” means the complaint filed by the United States in this action.

e. “Consent Decree” or “Decree” means this Consent Decree and all Appendices attached hereto and identified in Section XXIV (Appendices).

f. “Date of Lodging” means the day that this Consent Decree was lodged with the Court.

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

h. “Effective Date” shall have the definition provided in Section XV (Effective Date).



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

- i. on-board diagnostics systems;
- ii. diagnostic trouble codes;
- iii. rear oxygen sensors;
- iv. exhaust gas recirculation systems;
- v. diesel oxidization catalysts;
- vi. selective catalytic reduction systems;
- vii. diesel particulate filter systems;
- viii. NO<sub>x</sub> adsorber catalysts;
- ix. engine calibrations that affect the operation of the exhaust gas recirculation system, diesel particulate filter system, diesel oxidization catalyst, selective catalytic reduction system, and/or NO<sub>x</sub> adsorber catalyst;
- x. engine calibrations that affect combustion (*e.g.*, fuel injection timing); and

xi. all other parts, devices, or elements of design installed in order to ensure compliance with Title II of the CAA and its regulations.

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

k. “Exempt Product” means a Product that meets the conditions set forth in Section VI.

l. “Financial Information” means the documentation identified in Appendix B, which was submitted to the United States by XDP and which XDP asserts includes Confidential Business Information.

m. “Identified Subject Products” means the Motor Vehicle or Motor Vehicle Engine parts and components designed for use on specific makes and models of General Motors, Ford, and Dodge diesel trucks, identified in Appendix A.

n. “Marketing Materials” means all materials or communications containing or conveying information that are generated or used by XDP to discuss, describe, or explain any of XDP’s Products, in any form, including but not limited to electronic and hardcopy information used in advertisements, training materials, online videos (*e.g.*, YouTube), social media webpages (*e.g.*, Facebook, Instagram), and user manuals or guides.

o. “Motor Vehicle” means any self-propelled vehicle designed for transporting persons or property on a street or highway, as that term is used in Section 216 of the CAA, 42 U.S.C. § 7550(2).

p. “Motor Vehicle Engine” means an internal combustion engine that powers a Motor Vehicle.

q. “OEM” means the original equipment manufacturer responsible for the design and production of a Motor Vehicle or Motor Vehicle Engine.

r. “Other Subject Products” means any Product a principal effect of which is to bypass, defeat, or render inoperative a Motor Vehicle emission control device or Emissions-Related Element of Design.

s. “Paragraph” means a portion of this Decree identified by an Arabic numeral, including any subparagraphs thereunder.

t. “Parties” means the United States and XDP.

u. “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.

v. “Product” means any part, component, hardware, software, tune, programming, calibration, or device on which such software, tunes, calibrations or other programming is loaded, that can be used in a Motor Vehicle or

Motor Vehicle Engine. Products include Subject Products (i.e., Identified Subject Products and Other Subject Products) and Exempt Products.

w. “Section” means a portion of this Decree identified by a Roman numeral, including all Paragraphs thereunder.

x. “Subject Products” means, collectively, all “Identified Subject Products” and all “Other Subject Products.” Exempt Products are not Subject Products.

y. “Technical Support” means a range of services offered by XDP to customers or dealers involving the provision of assistance or advice on the use, installation, or repair of Products. Technical Support includes, but is not limited to, Product owners and user’s manuals and answers to specific questions provided by XDP to customers, potential customers, or dealers by phone, online, and in person.

z. “United States” means the United States of America, acting on behalf of EPA.

aa. “XDP” means Xtreme Diesel Performance, LLC, a New Jersey limited liability corporation with its current principal place of business at 1758 State Route 34, Wall Township, New Jersey 07727.

IV. CIVIL PENALTY

8. XDP shall pay \$1,125,000 as a civil penalty, plus interest as described in this Paragraph. This payment shall be made in three consecutive annual payments of \$375,000, with the first payment due 30 Days after the Effective Date, the second payment due one year after the Effective Date, and the third payment due two years after the Effective Date. XDP shall include with the first installment payment an additional amount for interest accrued at the rate of 3.25% per year on the total penalty amount from Date of Lodging through the date of payment. XDP shall include with each subsequent payment an additional amount for interest accrued at the rate of 3.25% per year on the unpaid balance from the date of the previous payment through the date of the payment. After the Effective Date, the Financial Litigation Unit of the U.S. Attorney's Office for the District of New Jersey ("FLU") will provide to XDP a calculation of the interest due for each payment. The amount of the civil penalty and the United States' agreement to payments over time reflect an analysis of the Financial Information, which demonstrated that XDP has a limited ability to pay a civil penalty.

9. The FLU will provide to XDP, in accordance with the notice provisions of Paragraph 70, instructions for making payment under this Section, including a Consolidated Debt Collection System ("CDCS") reference number. XDP shall make such payment at <https://www.pay.gov> in accordance with the

FLU's instructions, including references to the CDCS Number. XDP shall send electronic notices of this payment to DOJ and EPA in accordance with Paragraph 70.

10. XDP may pay any payment prior to its due date, but must contact the FLU in advance for a determination regarding the amount of interest to be included with the payment. If any installment payment includes an overpayment, the amount of the overpayment will be applied to the remaining principal.

11. If XDP fails to make any payment required under Paragraph 8 by the due date, the United States may send XDP a written notice of late payment. If XDP fails to make the payment and to pay all interest and stipulated penalties owed within 30 Days of receipt of the notice, all remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until XDP pays the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Paragraph 35.

12. If XDP becomes the subject of a proceeding under the Bankruptcy Code, 11 U.S.C. §§ 101-1532, all remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until XDP pays the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Paragraph 35.

13. In the event of any sale, assignment, transfer, or other disposition (including by consolidation, merger, or reorganization) of all or substantially all of the assets or of a controlling interest in XDP, unless the United States has agreed in writing that XDP's payment obligations under Paragraph 8 shall be assumed in such transaction, all remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until XDP pays the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Paragraph 35.

14. XDP shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

#### V. COMPLIANCE REQUIREMENTS

15. Prohibition on Sale and Manufacture of Subject Products. Beginning on the Effective Date, XDP shall not manufacture, sell, offer to sell, or install any Subject Product.

16. Prohibition on Investment and Ownership. Beginning on the Effective Date, XDP shall not have any ownership interest in or invest in any person or entity that XDP knows, or with reasonable diligence should know, manufactures, sells, offers to sell, or installs in a Motor Vehicle or Motor Vehicle Engine any Subject Product; nor should XDP assist any person or entity in

manufacturing, selling, offering to sell, or installing any Subject Product in a Motor Vehicle Engine.

17. Training of Employees. No later than 90 Days after the Effective Date, and continuing on an annual basis thereafter, XDP shall conduct a Clean Air Act Compliance Training Program for all officers, employees, contractors, and consultants with responsibilities for sales, marketing, manufacturing, distribution, research and development, and/or technical support of aftermarket parts for Motor Vehicles. The training program shall:

- a. Include detailed information regarding:
  - i. the Compliance Requirements set forth in Section V (Compliance Requirements) of this Consent Decree;
  - ii. Emissions-Related Elements of Design;
  - iii. the acts prohibited by Section 203(a)(3) of the CAA, 42 U.S.C. § 7522(a)(3), including the statutory language of Section 203(a)(3);
  - iv. the categories of potentially liable persons under the CAA, including individuals;
  - v. the relevant maximum civil penalties for each violation of Section 203(a)(3)(A) and 203(a)(3)(B), as adjusted for inflation in 40 C.F.R. Part 19; and



- vi. the acts prohibited by Section 113(c)(2) of the CAA, 42 U.S.C. § 7413(c)(2), including the statutory language of that Section and the criminal penalties set forth therein;
- b. be conducted in person or by videoconference;
- c. be at least one hour in length;
- d. provide the trainees with a written summary of all training content; and
- e. require all trainees to acknowledge, in writing, that they participated in the training session and received a written summary of all content as required by Paragraph 17.d. Alternatively, XDP may certify, in accordance with Paragraph 29, that all employees participated in the training session and received a written summary of all content as required in Paragraph 17.d.

18. Prohibition on Tampering. XDP shall not remove or render inoperative any Emissions-Related Element of Design installed on or in a Motor Vehicle or Motor Vehicle Engine.

19. Additional Compliance Requirements. XDP shall comply with the following requirements:

- a. Deletion and Destruction of Subject Products. No later than 60 Days after the Effective Date, XDP shall Permanently Delete and/or Destroy all Subject Products in its possession and control, including those Subject Products

forfeited by officers of XDP pursuant to Paragraph 19.i. Within 60 Days of the Effective Date, XDP shall provide to EPA a certified statement in accordance with Paragraph 29 below that all Subject Products have been destroyed and: (a) as to hardware, a record of the serial number (or other suitable identifying marker if the Subject Product lacks a serial number) of each hardware device that was destroyed and the date of such destruction; and (b) as to software, tunes, calibrations or other programming: a description of the software, tunes, calibrations or other programming that was permanently erased or deleted and the date of such erasure or deletion.

b. Ceasing Technical Support. Beginning on the Effective Date, XDP shall permanently cease offering or making available any Technical Support or other information (including Marketing Materials) pertaining to the installation, manufacture, sale, use, or repair of any Subject Product on a motor vehicle or motor vehicle engine.

c. Denial of Warranty Claims. Beginning on the Effective Date, XDP shall deny all warranty claims pertaining to any Subject Product.

d. Instruction to Authorized Dealers. No later than 30 Days after the Effective Date, XDP shall instruct all Authorized Dealers to refuse to honor any warranty claims pertaining to any Subject Product, and to refuse to supply any Technical Support or other information (including Marketing Materials) pertaining

to the installation, manufacture, sale, use, or repair of any Subject Product.

e. Prohibition on Transfer of Intellectual Property. Beginning on the Effective Date, XDP 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 Subject Product.

f. Revision of Marketing Materials. No later than 60 Days after the Effective Date, XDP shall revise all Marketing Materials to ensure that such materials do not include any information, including but not limited to instructions or demonstrations, that pertains or relates in any way to replacing, overwriting, deleting, bypassing, defeating, or rendering inoperative any emission control device or Emissions-Related Element of Design, except for Marketing Materials for products that are covered by a CARB EO.

g. Notice to all Authorized Dealers and Subject Product Customers. No later than 60 Days after the Effective Date, XDP shall transmit an email to: (a) each Authorized Dealer and (b) each end-use customer to which an Identified Subject Product was sold on or after January 1, 2015. The subject line of the email shall read “Notice of Consent Decree in *United States v. Xtreme Diesel Performance*,” and the body shall include the language specified in Appendix C. If XDP does not have a valid email address for any party specified in this Paragraph, it shall instead send a letter including the language specified in

Appendix C to that party by physical mail. If XDP is unable, through reasonable efforts, to obtain either a valid email address or physical address for any party specified in this Paragraph, XDP is excused from providing notice to that party.

h. Notice to Employees. No later than 30 Days after the Effective Date, XDP shall post the written notice in Appendix D in conspicuous locations, both physical and electronic, where XDP officers and employees will regularly encounter it. These postings must include both hardcopy postings in a physical location and online, electronic postings.

i. Requirement of Officers to Forfeit Subject Products. No later than 30 Days after the Effective Date, XDP shall require each of its officers to forfeit any Subject Product in his or her possession, or installed on any Motor Vehicle owned or operated by him or her or under his or her control, by returning such Subject Product to XDP.

20. Notwithstanding the requirements of Paragraphs 15 through 19, XDP and its Authorized Dealers may provide Technical Support to customers seeking to remove Subject Products from vehicles on which they were installed and return such vehicles to OEM settings. XDP and its Authorized Dealers may also provide Technical Support to customers that does not involve the installation, manufacture, sale, use or repair of Subject Products.

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

## VI. EXEMPT PRODUCTS

22. For purposes of this Consent Decree only, and subject to Paragraphs 23 and 24, a Product is an Exempt Product if a CARB EO has been issued for the Product.

23. Notwithstanding any other provision of this Consent Decree, a Product is not an Exempt Product if:

a. For products manufactured by XDP, any documentation or information provided to CARB or to EPA related to the Product is materially incorrect or inaccurate;

b. XDP markets (which includes product descriptions or other marketing materials provided by third parties that appear on XDP's website, XDP's social media webpages, or product catalogs used by XDP) the Product using identification other than that shown in the associated CARB EO; or

c. XDP markets the Product for a configuration other than that listed in the associated CARB EO.

24. If a Product ceases to be an Exempt Product for any reason, XDP shall (i) immediately cease manufacturing, selling, and offering to sell that Product;

(ii) remove that Product from XDP's Marketing Materials; (iii) notify all Authorized Dealers, in writing, that continued sale of that Product violates the CAA; and (iv) take other reasonable efforts to remove that Product from commerce.

## VII. REPORTING REQUIREMENTS

25. By January 31<sup>st</sup> and July 31<sup>st</sup> of each year after the Effective Date, and continuing on a semi-annual basis until termination of this Decree pursuant to Section XVIII (Termination), and in addition to any other express reporting requirements of this Decree, XDP shall submit to the United States a semi-annual progress report for the preceding six months. Each semi-annual progress report shall include, but not be limited to, the following:

a. A statement regarding the status of the payment of: (i) the civil penalties and associated interest pursuant to Section IV (Civil Penalty); and (ii) any stipulated penalties owing pursuant to Section VIII (Stipulated Penalties);

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

c. A complete copy of any CARB EO obtained by XDP during the reporting period;

d. A list of all Products that XDP believes qualify as Exempt Products and the basis for that belief, including but not limited to the associated CARB EOs;

e. As to Subject Products that were Permanently Deleted and/or Destroyed pursuant to Paragraph 19.a, a list of all hardware Products, including Product names, type, serial numbers, and date of destruction; and a list of all software, data, or other information that was destroyed or deleted, including the type of software, data or other information and the date of destruction or deletion;

f. A list of all Authorized Dealers to whom XDP provided instructions pursuant to Paragraph 19.d and a copy of any such instructions provided;

g. A list of all Authorized Dealers and end-use customers to whom XDP provided a notification pursuant to Paragraph 19.g and a copy of any such notification provided;

h. A list of all Products forfeited in accordance with Paragraph 19.i, the name of the individual to whom the Products were delivered for forfeiture, and documentation of the destruction or deletion of such Products as set forth in Paragraph 19.a;

i. A list of all officers, employees, contractors, and consultants who participated in the Clean Air Act Compliance Training Program during the

reporting period pursuant to Paragraph 17, and copies of the training acknowledgments signed by the participants;

j. A copy of any handouts or other presentations given in the Clean Air Act Compliance Training Program;

k. A list of all entities owned in whole or part by XDP that manufacture or offer for sale any Product, a list of such entities' officers and directors, and a description of their businesses; and

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

26. If XDP violates, or has reason to believe that it may violate, any requirement of this Consent Decree, XDP shall notify the United States of such violation and its likely duration, in writing, within ten working Days of the Day XDP first becomes aware of the violation, with an explanation of the violation's likely cause and of the specific remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, XDP shall so state in the report along with the reason(s) why the violation cannot be fully explained. XDP shall investigate the cause of the



violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day XDP becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves XDP of its obligation to provide the notice required by Section IX (Force Majeure).

27. Whenever any violation of this Consent Decree or any other event affecting XDP's performance under this Decree, or the performance of its business, may pose an immediate threat to the public health or welfare or the environment, XDP shall notify EPA orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after XDP first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

28. All reports shall be submitted to the persons designated in Section XIV (Notices).

29. Each report submitted by XDP under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

31. The reporting requirements of this Consent Decree do not relieve XDP of any reporting obligations required by the CAA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

32. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

#### VIII. STIPULATED PENALTIES

33. XDP shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

<b><u>Consent Decree Violation</u></b>	<b><u>Stipulated Penalty</u></b>
Manufacture, sell, offer to sell, or install any Subject Product, in violation of the requirements of Paragraph 15	\$4,500 per Subject Product unit that is manufactured, sold, offered for sale, or installed.
Failure to comply with the requirements of Paragraph 17 (Training of Employees)	\$500 per trainee, up to a maximum of \$50,000 per calendar year.
Failure to comply with the requirements of Paragraph 19.a (Deletion and Destruction of Subject Products)	\$350 per Day for the first 30 Days of noncompliance; and \$1,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 19.b (Ceasing Technical Support)	\$2,500 per violation.
Failure to comply with the requirements of Paragraphs 19.c (Denial of Warranty Claims) and 19.d (Instruction to Authorized Dealers)	\$350 per Day for the first 30 Days of noncompliance; and \$1,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 19.e (Prohibition on Transfer of Intellectual Property)	\$500,000 or two times the gross amount received from the transfer, whichever is greater.
Failure to comply with the requirements of Paragraph 19.f (Revision of Marketing Materials)	\$350 per Day for the first 30 Days of noncompliance; and \$1,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 19.g (Notice to all Authorized Dealers and Subject Product Customers)	\$350 per customer or Dealer.
Failure to comply with the requirements of Paragraph 19.h (Notice to Employees)	\$350 per Day for the first 30 Days of noncompliance; and \$1,500 per Day thereafter.
Failure to comply with the requirements of Paragraph 19.i (Requirement of Officers to Forfeit Subject Products)	\$350 per Day for the first 30 Days of noncompliance; and \$1,500 per Day thereafter.

Violation of any other requirement of this Consent Decree.	\$1,000 per Day for the first 15 Days of noncompliance; \$2,500 per Day for the 16th through 30th Days of noncompliance; and \$5,000 per Day thereafter.
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34. Periodic Reports. If XDP fails to submit a Semi-Annual Report as required by Paragraph 25, or submits an incomplete Semi-Annual Report, XDP shall pay a stipulated penalty of \$350 per Day for the first 30 Days of noncompliance and \$1,500 per Day thereafter.

35. Late Payment of Civil Penalty. If XDP fails to pay the civil penalties required to be paid under Paragraph 8 when due, XDP shall pay a stipulated penalty of \$2,500 per Day for each Day that the payment is late.

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

37. XDP shall pay any stipulated penalty within 30 Days of receiving the United States' written demand, except as otherwise provided in the following Paragraph.

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

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

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, XDP shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c., below; or

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

39. XDP shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

40. If XDP fails to pay stipulated penalties according to the terms of this Consent Decree, XDP shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for XDP's failure to pay any stipulated penalties.

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

42. The payment of penalties and interest, if any, shall not alter in any way XDP's obligation to complete the performance of the requirements of this Consent Decree.

43. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for XDP's violation of this Decree or applicable law, including but not limited to an action against XDP for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

#### IX. FORCE MAJEURE

44. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of XDP, of any entity controlled by XDP, or of XDP's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite XDP's best efforts to fulfill the

obligation. The requirement that XDP exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. “Force majeure” does not include XDP’s financial inability to perform any obligation under this Consent Decree.

45. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, XDP shall provide notice orally or by electronic or facsimile transmission to EPA, within 72 hours of when XDP first knew that the event might cause a delay. Within seven Days thereafter, XDP shall provide in writing to the United States an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; XDP’s rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of XDP, such event may cause or contribute to an endangerment to public health, welfare or the environment. XDP shall include with any notice all available documentation supporting the claim that

the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude XDP from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. XDP shall be deemed to know of any circumstance of which XDP, any entity controlled by XDP, or XDP's contractors knew or should have known.

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

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

48. If XDP elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, XDP shall have the burden of



demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that XDP complied with the requirements of Paragraphs 44 and 45. If XDP carries this burden, the delay at issue shall be deemed not to be a violation by XDP of the affected obligation of this Consent Decree identified to EPA and the Court.

#### X. DISPUTE RESOLUTION

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

50. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when XDP sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written

agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 14 Days after the conclusion of the informal negotiation period, XDP invokes formal dispute resolution procedures as set forth below.

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

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

53. XDP may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed

within 30 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of XDP's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree. The motion may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 50, unless the United States raised a new issue of law or fact in its Statement of Position.

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

55. Standard of Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 51, XDP shall bear the burden of demonstrating that its position complies with this Consent Decree, and that XDP is entitled to relief under applicable principles of law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious.

56. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of XDP under this Consent Decree, unless and until final resolution of the dispute so

provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 38. If XDP does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

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

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. inspect records and any Product(s) regulated under Title II of the CAA or the regulations promulgated thereunder;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess XDP's compliance with this Consent Decree.

58. Until two years after the termination of this Consent Decree, XDP shall retain, and shall instruct its contractors and agents to preserve, all non-

identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to XDP's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, XDP shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

59. At the conclusion of the information-retention period provided in the preceding Paragraph, XDP shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, XDP shall deliver any such documents, records, or other information to EPA. XDP may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If XDP asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or

information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by XDP. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

60. XDP may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that XDP seeks to protect as CBI, XDP shall follow the procedures set forth in 40 C.F.R. Part 2.

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

## XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

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

63. The United States’ agreement to the amount of the civil penalty required by Paragraph 8 is based on the Financial Information. XDP certifies that

the Financial Information is true, accurate, and complete and that there has been no material change in XDP's financial condition between the time the Financial Information was submitted and the date of XDP's execution of this Consent Decree. Notwithstanding any other provision of this Consent Decree, the United States reserves the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if XDP's Financial Information is false, or in any material respect, inaccurate or incomplete. This right is in addition to any other rights and causes of action, civil or criminal, that the United States may have under law or equity in such event.

64. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CAA or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraphs 62 and 63. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising as a result of XDP's business or any of XDP's Products, whether related to the violations addressed in this Consent Decree or otherwise.

65. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief

relating to XDP's operations, XDP shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 62.

66. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. XDP is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and XDP's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that XDP's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, or with any other provisions of federal, state, or local laws, regulations, or permits.

67. This Consent Decree does not limit or affect the rights of XDP or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against



XDP, except as otherwise provided by law.

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

### XIII. COSTS

69. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by XDP.

### XIV. NOTICES

70. Unless otherwise specified in this Decree, whenever notifications, submissions, statements of position, or communications are required by this Consent Decree (referred to as "notices" in this Section), they shall be made electronically. Any notices that are required by this Consent Decree to be sent to "the United States" should be sent both to the United States Department of Justice and to EPA. For notices to EPA, XDP shall register for the CDX electronic system and upload such notices at <https://cdx.epa.gov>. Notices to the United States Department of Justice or to XDP shall be sent to the applicable email address(es) below. Any notice that cannot be uploaded or electronically transmitted via email shall be provided in writing to the applicable address(es) below.

As to the United States eescdcopy.enrd@usdoj.gov  
Department of Justice by email: Re: DJ # 90-5-2-1-12076

With email copies to: deborah.gitin@usdoj.gov  
davis.forsythe@usdoj.gov

As to the United States EES Case Management Unit  
Department of Justice by mail: Environment and Natural Resources  
Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-5-2-1-12076

With mail copies to: Davis Forsythe  
Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice  
999 18<sup>th</sup> St.  
South Terrace – Suite 370  
Denver, CO 80202  
Re: DJ # 90-5-2-1-12076

Deborah Gitin  
Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice  
450 Golden Gate Ave., Rm. 07-6714  
San Francisco, CA 94102  
Re: DJ # 90-5-2-1-12076

As to EPA by email: bickmore.ryan@epa.gov

As to EPA by mail: Director,  
Enforcement and Compliance Assurance  
Division  
U.S. Environmental Protection Agency,  
Region 9  
75 Hawthorne St.  
San Francisco, CA 94105

As to XDP:

Robert Craft  
Xtreme Diesel Performance, LLC  
1758 State Route 34 North  
Wall Township, NJ 07727  
bob@xdp.com

Michael S. McDonough  
Pillsbury Winthrop Shaw Pittman LLP  
725 South Figueroa Street  
Suite 2800  
Los Angeles, CA 90071  
Michael.mcdonough@pillsburylaw.com

71. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

72. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

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

XVI. RETENTION OF JURISDICTION

74. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X (Dispute

Resolution) and XVII (Modification), or effectuating or enforcing compliance with the terms of this Decree.

#### XVII. MODIFICATION

75. Except as otherwise set forth in Paragraph 71, the terms of this Consent Decree, including any attached Appendices, may be modified only by a subsequent written agreement signed by all the Parties. In the case of non-material modifications, an email exchange stating agreement shall be considered a signed writing. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

76. Any disputes concerning a modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 55, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

#### XVIII. TERMINATION

77. After XDP has: (a) completed the requirements of Paragraphs 15 through 19 and complied with those requirements for at least four years after the Effective Date; (b) paid the civil penalties required by Section IV (Civil Penalty), including any accrued interest; and (c) paid any accrued stipulated penalties determined by the United States to be owing pursuant to Paragraphs 33, 34, and 35,

XDP may serve upon the United States a Request for Termination, stating that XDP has satisfied these requirements, together with all necessary supporting documentation.

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

79. If the United States does not agree that the Decree may be terminated, XDP may invoke Dispute Resolution under Section X (Dispute Resolution). However, XDP shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of its Request for Termination.

#### XIX. SIGNATORIES/SERVICE

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

81. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. XDP agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree, and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rule of this Court including, but not limited to, service of a summons. XDP agrees to accept service of all pleadings subsequent to the Complaint via Electronic Case Filing. XDP need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree, in which case XDP's answer would be due 30 Days following the Court's order.

## XX. INTEGRATION

82. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXI. FINAL JUDGMENT

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

XXII. HEADINGS

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

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

85. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 162-21(b)(2), performance of Section II (Applicability), Paragraph 5; Section V (Compliance Requirements), Paragraphs 17, 19.a, 19.c, 19.d, 19.f, 19.g, and 19.h; Section VII (Reporting Requirements), Paragraphs 25, 26, and 29; and Section XI (Information Collection and Retention), Paragraphs 57–59, is restitution, remediation, or required to come into compliance with law.

XXIV. APPENDICES

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

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

“Appendix B” is a general description of the Financial Information submitted by XDP.

“Appendix C” is language to be included in the notice to dealers and customers referenced in Paragraph 19.g.

“Appendix D” is language to be included in the notice to employees referenced in Paragraph 19.h.

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

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UNITED STATES DISTRICT JUDGE

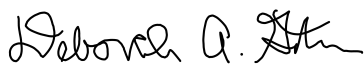


THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Xtreme Diesel Performance, LLC*.

FOR THE UNITED STATES OF AMERICA:

TODD KIM  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

Sept. 13, 2021  
Date

By:   
DEBORAH A. GITIN  
Senior Counsel (CA Bar No. 284947)  
DAVIS H. FORSYTHE  
Senior Counsel (CO Bar No. 51737)  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
450 Golden Gate Ave., Rm. 07-6714  
San Francisco, CA 94102  
Tel.: (415) 744-6488  
E-mail: deborah.gitin@usdoj.gov

RACHAEL A. HONIG  
Acting United States Attorney  
District of New Jersey

Sept. 13, 2021  
Date

By: /s/ Alex D. Silagi  
ALEX D. SILAGI  
Assistant United States Attorney  
District of New Jersey

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Xtreme Diesel Performance, LLC*.

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date: August 16, 2021

A handwritten signature in blue ink, appearing to read "L. E. Starfield", is written over a horizontal line.

LAWRENCE E. STARFIELD

Acting Assistant Administrator

Office of Enforcement and Compliance Assurance

United States Environmental Protection Agency

1200 Pennsylvania Avenue, N.W.

Washington, DC 20460

ROSEMARIE A. KELLEY

Director, Office of Civil Enforcement

Office of Enforcement and Compliance Assurance

United States Environmental Protection Agency

Washington, DC 20460

EVAN BELSER

Acting Director, Air Enforcement Division

Office of Civil Enforcement

Office of Enforcement and Compliance Assurance


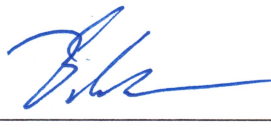
United States Environmental Protection Agency

Washington, DC 20460

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Xtreme Diesel Performance, LLC*.

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGION 9:

8/16/2021  
Date

  
  
for SYLVIA QUAST  
Regional Counsel  
U.S. Environmental Protection Agency, Region 9  
Office of Regional Counsel  
75 Hawthorne St.  
San Francisco, CA 94105


OF COUNSEL:

RYAN BICKMORE  
Attorney-Advisor  
U.S. Environmental Protection Agency

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of  
*United States of America v. Xtreme Diesel Performance, LLC.*

FOR DEFENDANT XTREME DIESEL PERFORMANCE, LLC:

8.11.2021  
Date

  
\_\_\_\_\_  
ROBERT CRAFT  
Partner

**APPENDIX A**

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE Power 46-90071 EGR Cooler Race Track Kit	EGR Delete	2007.5-2008 Dodge 6.7L Cummins	Advanced Flow Engineering	46-90071
AFE Power 46-90072 BladeRunner EGR Cooler Race Track Kit	EGR Delete	2009-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	46-90072
AFE 46-90076 EGR Race Track Kit	EGR Delete	2003-2007 Ford 6.0L Powerstroke	Advanced Flow Engineering	46-90076
BD-Power EGR Cooler Race Track Kit 1090001	EGR Delete	2003-2007 Ford 6.0L Powerstroke	BD-Power	1090001
BD-Power EGR Cooler Race Track Kit 1090003	EGR Delete	2008-2010 Ford 6.4L Powerstroke	BD-Power	1090003
BD-Power EGR Cooler Race Track Kit  Model Year  2007.5-2008	EGR Delete	2007.5-2012 Dodge 6.7L Cummins	BD-Power	1090011
BD-Power EGR Cooler Race Track Kit  Model Year  2009-2012	EGR Delete	2007.5-2012 Dodge 6.7L Cummins	BD-Power	1090012
Shibby Engineering 2007CLRC&C Cab & Chassis Cooler Race Track Kit	EGR Delete	2007.5-2009 Dodge 6.7L Cummins (Cab & Chassis)	Shibby Engineering	2007CLRC&C
Shibby Engineering 2007CLRTRK EGR Cooler Race Track Kit	EGR Delete	2007.5-2009 Dodge 6.7L Cummins (Pickup)	Shibby Engineering	2007CLRTRK
Shibby Engineering 2007COMPC&C Cab & Chassis EGR Race Track Kit	EGR Delete	2007.5-2009 Dodge 6.7L Cummins (Cab & Chassis)	Shibby Engineering	2007COMPC&C
Shibby Engineering 2007COMPTRK EGR Race Track Kit	EGR Delete	2007.5-2009 Dodge 6.7L Cummins	Shibby Engineering	2007COMPTRK
Shibby Engineering 2007EGR EGR Race Track Kit	EGR Delete	2007.5-2012 Dodge 6.7L Cummins	Shibby Engineering	2007EGR

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
Shibby Engineering 2009CLRC&C Cab & Chassis Cooler Race Track Kit	EGR Delete	2009.5-2012 Dodge 6.7L Cummins (Cab & Chassis)	Shibby Engineering	2009CLRC&C
Shibby Engineering 2009CLRTRK EGR Cooler Race Track Kit	EGR Delete	2009.5-2012 Dodge 6.7L Cummins	Shibby Engineering	2009CLRTRK
Shibby Engineering 2009COMPC&C Cab & Chassis EGR Race Track Kit	EGR Delete	2009.5-2012 Dodge 6.7L Cummins (Cab & Chassis)	Shibby Engineering	2009COMPC&C
Shibby Engineering 2009COMPTRK EGR Race Track Kit	EGR Delete	2009.5-2012 Dodge 6.7L Cummins	Shibby Engineering	2009COMPTRK
Shibby Engineering 2013CLRTRK EGR Cooler Race Track Kit	EGR Delete	2013-2016 Dodge 6.7L Cummins	Shibby Engineering	2013CLRTRK
Shibby Engineering 2013COMPTRK EGR Race Track Kit	EGR Delete	2013-2016 Dodge 6.7L Cummins	Shibby Engineering	2013COMPTRK
XDP Ford 6.4L EGR Race Track Kit XD145	EGR Delete	2008-2010 Ford 6.4L Powerstroke	Xtreme Diesel Performance	XD145
XDP Powerstroke Solution with Ford Factory Head Gaskets  Alignment Dowel Size  18 mm Alignment Dowels	EGR Delete	2003-2007 Ford 6.0L Powerstroke	Xtreme Diesel Performance	XD146
XDP Powerstroke Solution with Ford Factory Head Gaskets  Alignment Dowel Size  20 mm Alignment Dowels	EGR Delete	2003-2007 Ford 6.0L Powerstroke	Xtreme Diesel Performance	XD147
XDP Powerstroke Solution with Black Diamond Head Gaskets  Alignment Dowel Size  18 mm Alignment Dowels	EGR Delete	2003-2007 Ford 6.0L Powerstroke	Xtreme Diesel Performance	XD148

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
XDP Powerstroke Solution with Black Diamond Head Gaskets  Alignment Dowel Size  20 mm Alignment Dowels	EGR Delete	2003-2007 Ford 6.0L Powerstroke	Xtreme Diesel Performance	XD149
XDP LLY EGR Race Track Kit XD164	EGR Delete	2004.5-2005 GM 6.6L Duramax LLY	Xtreme Diesel Performance	XD164
XDP LBZ EGR Race Track Kit XD165	EGR Delete	2006-2007 GM 6.6L Duramax LLY/LBZ	Xtreme Diesel Performance	XD165
XDP LMM EGR Race Track Kit XD166	EGR Delete	2007.5-2010 GM 6.6L Duramax LMM	Xtreme Diesel Performance	XD166
XDP LML EGR Race Track Kit XD167	EGR Delete	2011-2015 GM 6.6L Duramax LML*	Xtreme Diesel Performance	XD167
XDP 6.0L Complete Installer Series EGR Race Track Kit with Up-pipe XD169	EGR Delete	2003-2007 Ford 6.0L Powerstroke	Xtreme Diesel Performance	XD169
XDP Ford 6.4L EGR Race Track Kit with Intake Elbow XD175	EGR Delete	2008-2010 Ford 6.4L Powerstroke	Xtreme Diesel Performance	XD175
XDP 6.7L Ford EGR Race Track Kit XD181	EGR Delete	2011-2014 Ford 6.7L Powerstroke	Xtreme Diesel Performance	XD181
XDP 6.0L Basic EGR Race Track Kit with Coolant Block-Off Plate XD186	EGR Delete	2003-2007 Ford 6.0L Powerstroke	Xtreme Diesel Performance	XD186
XDP EGR Race Track Kit With Hose XD199	EGR Delete	2013-2016 Dodge 6.7L Cummins	Xtreme Diesel Performance	XD199
XDP 6.7L Ford EGR Race Track Kit XD217	EGR Delete	2015-2016 Ford 6.7L Powerstroke	Xtreme Diesel Performance	XD217
XDP EGR Race Track Kit With Hose XD221	EGR Delete	2009-2012 Dodge 6.7L Cummins*	Xtreme Diesel Performance	XD221
XDP LML EGR Race Track Kit XD223	EGR Delete	2015.5-2016 GM 6.6L Duramax LML*	Xtreme Diesel Performance	XD223

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
XDP 6.7L Ford EGR Race Track Kit With Coolant Re-Route Plate XD231	EGR Delete	2011-2014 Ford 6.7L Powerstroke	Xtreme Diesel Performance	XD231
XDP EGR Race Track Kit With Hose XD246	EGR Delete	2007.5-2009 Dodge 6.7L Cummins*	Xtreme Diesel Performance	XD246
XDP LLY EGR Blocker Plate XD152	EGR Delete	2004.5-2005 GM 6.6L Duramax LLY	Xtreme Diesel Performance	XD152
XDP LBZ EGR Blocker Plate XD153	EGR Delete	2006-2007 GM 6.6L Duramax LBZ	Xtreme Diesel Performance	XD153
XDP LMM EGR Blocker Plate XD154	EGR Delete	2007.5-2010 GM 6.6L Duramax LMM	Xtreme Diesel Performance	XD154
XDP LML EGR Blocker Plate XD170	EGR Delete	2011-2016 GM 6.6L Duramax LML	Xtreme Diesel Performance	XD170
AFE 49-02003 ATLAS 4" Turbo-Back Exhaust System  Configuration  With Muffler	Exhaust Aftertreatment Delete	2004.5-2009 Dodge 5.9L/6.7L Cummins	Advanced Flow Engineering	49-02003
AFE 49-02010 ATLAS 4" Aluminized Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-02010
AFE 49-02011 ATLAS 4" Aluminized Steel Down-Pipe Exhaust System	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-02011
AFE 49-02030 ATLAS 5" Turbo-Back Race Exhaust System	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-02030
AFE 49-02030NM ATLAS 5" Turbo-Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-02030NM
AFE 49-02047 ATLAS 5" Turbo-Back Race Exhaust System	Exhaust Aftertreatment Delete	2013-2017 Dodge 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-02047
AFE 49-02047NM-1 ATLAS 5" Turbo-Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2013-2017 Dodge Ram 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-02047NM-1



Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-02050 ATLAS 4" Race Pipe	Exhaust Aftertreatment Delete	2013-2016 Dodge Ram 6.7L Cummins	Advanced Flow Engineering	49-02050
AFE 49-02054 ATLAS 4" Turbo-Back Race Exhaust System	Exhaust Aftertreatment Delete	2013-2017 Dodge 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-02054
AFE 49-02054NM ATLAS 4" Turbo-Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2013-2017 Dodge 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-02054NM
AFE 49-02055 ATLAS 4" Race Pipe	Exhaust Aftertreatment Delete	2013-2016 Dodge Ram 6.7L Cummins	Advanced Flow Engineering	49-02055
AFE 49-02058 ATLAS 4" Turbo-Back Race Exhaust System	Exhaust Aftertreatment Delete	2004.5-2012 Dodge 5.9L/6.7L Cummins (All Cabs & Beds)	Advanced Flow Engineering	49-02058
AFE 49-02058NM ATLAS 4" Turbo-Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2004.5-2012 Dodge 5.9L/6.7L Cummins (All Cabs & Beds)	Advanced Flow Engineering	49-02058NM
AFE 49-03004 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  With Muffler	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-03004
AFE 49-03004 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  No Muffler	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-03004NM
AFE 49-03006 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  With Muffler	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-03006
AFE 49-03006 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  No Muffler	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-03006NM
AFE 49-03010 ATLAS 4" Aluminized Steel Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-03010

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-03011 ATLAS 4" Aluminized Steel Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-03011
AFE 49-03012 ATLAS 4" Aluminized Steel Race Pipe	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-03012
AFE 49-03039 ATLAS 5" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke (All Crew & Ext. Cabs)	Advanced Flow Engineering	49-03039
AFE 49-03039NM ATLAS 5" Downpipe-Back Exhaust System w/o Muffler	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-03039NM
AFE 49-03040-1 ATLAS 5" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke (All Crew & Ext. Cabs)	Advanced Flow Engineering	49-03040-1
AFE 49-03040NM ATLAS 5" Downpipe-Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-03040NM
AFE 49-03066-P ATLAS 4" Downpipe-Back Dual Race Exhaust System	Exhaust Aftertreatment Delete	2011-2016 Ford Super Duty (CC/EC-SB/LB)	Advanced Flow Engineering	49-03066-P
AFE 49-03093 ATLAS 5" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke (All Ext. & Crew Cabs)	Advanced Flow Engineering	49-03093
AFE 49-03093NM ATLAS 5" Downpipe-Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke (All Ext. & Crew Cabs)	Advanced Flow Engineering	49-03093NM
AFE 49-04002 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  With Muffler, No Tip	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04002

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-04002 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  No Muffler, No Tip	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04002NM
AFE 49-04003 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  With Muffler	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-04003
AFE 49-04003 ATLAS 4" Downpipe-Back Race Exhaust System  Configuration  No Muffler	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-04003NM
AFE 49-04010 ATLAS 4" Race Front Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax	Advanced Flow Engineering	49-04010
AFE ATLAS 4" Aluminized Steel Race Pipe 49-0101X  Cab & Bed Configuration  Reg. Cab, Long Bed	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04011
AFE ATLAS 4" Aluminized Steel Race Pipe 49-0101X  Cab & Bed Configuration  Ext.Cab, Short Bed	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04012
AFE ATLAS 4" Aluminized Steel Race Pipe 49-0101X  Cab & Bed Configuration  Ext.Cab, Long Bed	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04013
AFE ATLAS 4" Aluminized Steel Race Pipe 49-0101X  Cab & Bed Configuration  Crew Cab, Short Bed	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04014
AFE ATLAS 4" Aluminized Steel Race Pipe 49-0101X  Cab & Bed Configuration  Crew Cab, Long Bed	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04015

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-04021 ATLAS 4" Race Front Pipe	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-04021
AFE 49-04022 ATLAS 4" Aluminized Steel Race Pipe	Exhaust Aftertreatment Delete	2011-2016 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-04022
AFE 49-04033NM ATLAS 5" Downpipe- Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-04033NM
AFE 49-04035-1 ATLAS 5" Downpipe- Back Race Exhaust System	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML (144.2" to 167.7" Wheelbase)	Advanced Flow Engineering	49-04035-1
AFE 49-04035NM ATLAS 5" Down-Pipe Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-04035NM
AFE 49-04044 ATLAS 4" Dual Downpipe-Back Exhaust System  Exhaust Tip Finish   6" Black Tips	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-04044-B
AFE 49-04044 ATLAS 4" Dual Downpipe-Back Exhaust System  Exhaust Tip Finish   6" Polished Tips	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-04044-P
AFE 49-04052 ATLAS 4" Dual Downpipe-Back Exhaust System	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-04052
AFE 49-04053 ATLAS 4" Down-Pipe Back Race Exhaust System	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-04053
AFE 49-04054 ATLAS 5" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-04054

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-04054NM ATLAS 5" Down-Pipe Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-04054NM
AFE 49-04055 ATLAS 4" Race Front Pipe	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (Fits 133.7"-167.7" Wheelbases)	Advanced Flow Engineering	49-04055
AFE 49-04059 ATLAS 4" Downpipe-Back Exhaust System	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-04059
AFE 49-04059NM ATLAS 4" Downpipe- Back No Muffler Exhaust System	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-04059NM
AFE 49-04060 ATLAS 5" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-04060
AFE 49-04060NM ATLAS 5" Downpipe- Back No Muffler Race Exhaust System	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-04060NM
AFE 49-04066 ATLAS 4" Race Pipe	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-04066
AFE 49-04067 ATLAS 4" Race Pipe	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML	Advanced Flow Engineering	49-04067
AFE 49-04083 ATLAS 4" Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew & Ext. Cab, Long Bed)	Advanced Flow Engineering	49-04083
AFE 49-04087 ATLAS 5" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2017 GM 6.6L Duramax L5P (All Crew Cabs)	Advanced Flow Engineering	49-04087
AFE 49-12009-1 LARGE Bore HD 4" Turbo-Back Race Exhaust System	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-12009-1
AFE 49-13022 LARGE Bore HD 4" Downpipe- Back Race Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-13022

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-13029 Large Bore HD 4" Downpipe-Back Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-13029
AFE 49-14017NM Large Bore HD 4" Down-Pipe Back No Muffler Exhaust	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-14017NM
AFE 49-42009-1 MACH Force XP 4" Turbo-Back Race Exhaust System	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-42009-1
AFE 49-42010NM-1 MACH Force XP 4" Turbo-Back No Muffler Race Exhaust	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-42010NM-1
AFE 49-42020 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-42020
AFE 49-42021 MACH Force XP 4" Race Down Pipe	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-42021
AFE 49-42022 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins 4500/5500 (Cab & Chassis)	Advanced Flow Engineering	49-42022
AFE 49-42023 Large Bore-HD 4" 409 Stainless Steel Down-Pipe Exhaust System	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-42023
AFE 49-42029 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2011-2012 Dodge 6.7L Cummins 4500/5500	Advanced Flow Engineering	49-42029
AFE 49-42030-P MACH Force XP 5" Turbo-Back Exhaust System	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	Advanced Flow Engineering	49-42030-P

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-42047-1 MACH Force XP 5" Turbo-Back Race Exhaust System  Exhaust Tip  Black	Exhaust Aftertreatment Delete	2013-2017 Dodge Ram 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-42047-1B
AFE 49-42047-1 MACH Force XP 5" Turbo-Back Race Exhaust System  Exhaust Tip  Polished	Exhaust Aftertreatment Delete	2013-2017 Dodge Ram 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-42047-1P
AFE 49-42050 MACH Force XP 4" Race Pipe	Exhaust Aftertreatment Delete	2013-2016 Dodge Ram 6.7L Cummins	Advanced Flow Engineering	49-42050
AFE 49-42054 Large Bore HD 4" Turbo-Back Race Exhaust System   Exhaust Tip  Black Exhaust Tip	Exhaust Aftertreatment Delete	2013-2017 Dodge 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-42054-B
AFE 49-42054 Large Bore HD 4" Turbo-Back Race Exhaust System   Exhaust Tip  Polished Exhaust Tip	Exhaust Aftertreatment Delete	2013-2017 Dodge 6.7L Cummins (Crew & Mega Cabs)	Advanced Flow Engineering	49-42054-P
AFE 49-42055 MACH Force XP 4" Race Pipe	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	Advanced Flow Engineering	49-42055
AFE 49-4302X MACH Force XP 4" Downpipe- Back Race Exhaust System  Product Option  T409 Stainless Steel - With Muffler	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43022
AFE 49-4302X MACH Force XP 4" Downpipe- Back Race Exhaust System  Product Option  T409 Stainless Steel - Without Muffler	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43023NM
AFE 49-43024 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43024



Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-43025 MACH Force XP 4" Race Down Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43025
AFE 49-43026 MACH Force-Xp 3-1/2" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43026
AFE 49-43027 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43027
AFE 49-43029 MACH Force XP 4" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43029
AFE 49-43030NM Mach Force XP 4" Downpipe-Back No Muffler Race Exhaust	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43030NM
AFE 49-43031 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43031
AFE 49-43032 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43032
AFE 49-43034 MACH Force XP 4" Flange Back Race Exhaust System	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-43034
AFE 49-43035NM MACH Force XP 4" Flange-Back No-Muffler Race Exhaust	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-43035NM
AFE 49-43036 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-43036



Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-43039 Mach Force XP 5" Downpipe-Back Race Exhaust System  Product Option  With Muffler	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-43039
AFE 49-43039 Mach Force XP 5" Downpipe-Back Race Exhaust System  Product Option  No Muffler	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	Advanced Flow Engineering	49-43039NM
AFE 49-43040 MACH Force XP 5" Down-Pipe Back Race Exhaust System  Configuration  No Tip	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43040
AFE 49-43040 MACH Force XP 5" Down-Pipe Back Race Exhaust System  Configuration  Black Tip	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	Advanced Flow Engineering	49-43040-B
AFE 49-43066 MACH Force XP 4" Downpipe-Back Dual Race Exhaust System  Exhaust Tips  Black	Exhaust Aftertreatment Delete	2011-2016 Ford Super Duty (CC/EC-SB/LB)	Advanced Flow Engineering	49-43066-B
AFE 49-43066 MACH Force XP 4" Downpipe-Back Dual Race Exhaust System  Exhaust Tips  Polished	Exhaust Aftertreatment Delete	2011-2016 Ford Super Duty (CC/EC-SB/LB)	Advanced Flow Engineering	49-43066-P
AFE 49-43093 Large Bore HD 5" Downpipe-Back Race Exhaust System	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke (All Ext. & Crew Cabs)	Advanced Flow Engineering	49-43093
AFE 49-44017 Mach Force XP 4" Down-Pipe Back Race Exhaust System  Finish   Black Tip	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-44017-B
AFE 49-44017 Mach Force XP 4" Down-Pipe Back Race Exhaust System  Finish   Polished Tip	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM	Advanced Flow Engineering	49-44017-P

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-44019 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew Cab, Short Bed)	Advanced Flow Engineering	49-44019
AFE 49-44020 Mach Force XP 4" Race Front Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew Cab, Short Bed)	Advanced Flow Engineering	49-44020
AFE 49-44021 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew Cab, Long Bed)	Advanced Flow Engineering	49-44021
AFE 49-44022 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Extended Cab, Short Bed)	Advanced Flow Engineering	49-44022
AFE 49-44023 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Ext.Cab, Long Bed)	Advanced Flow Engineering	49-44023
AFE 49-44024 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Reg. Cab, Long Bed)	Advanced Flow Engineering	49-44024
AFE 49-4402X 4" MACH Force XP Race Exhaust System   Muffler Option  With Muffler	Exhaust Aftertreatment Delete	2011-2016 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44025
AFE 49-4402X 4" MACH Force XP Race Exhaust System   Muffler Option  Without Muffler	Exhaust Aftertreatment Delete	2011-2016 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44026NM
AFE 49-44027 MACH Force-Xp 4" 409 Stainless Steel Race Pipe	Exhaust Aftertreatment Delete	2011-2016 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44027

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-44028 MACH Force XP 4" Race Front Pipe	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44028
AFE 49-440XX 5" MACH Force XP Race Exhaust System   Muffler Option  With Muffler (Black Tip)	Exhaust Aftertreatment Delete	2011-2016 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44029-B
AFE 49-440XX 5" MACH Force XP Race Exhaust System   Muffler Option  With Muffler (Polished Tip)	Exhaust Aftertreatment Delete	2011-2016 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44029-P
AFE 49-440XX 5" MACH Force XP Race Exhaust System   Muffler Option  No Muffler, No Tip	Exhaust Aftertreatment Delete	2011-2016 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44030NM
AFE 49-4403X MACH Force XP 4" Downpipe-Back Race Exhaust   Product Option  4 409 Stainless (Without Muffler) Excl. Tip	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44031NM
AFE 49-4403X MACH Force XP 4" Downpipe-Back Race Exhaust   Product Option  4 409 Stainless (With Muffler) Incl. Tip	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML (ECLB, CCSB & CCLB Configurations Only - Does not fit ECSB)	Advanced Flow Engineering	49-44032
AFE 49-44033 Mach Force XP 5" Downpipe-Back Race Exhaust System  Product Option  5" 409 Stainless - with Black Tip	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax	Advanced Flow Engineering	49-44033-B
AFE 49-44033NM MACH Force XP 5" Downpipe-Back No Muffler Race Exhaust	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax	Advanced Flow Engineering	49-44033NM

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-44033 Mach Force XP 5" Downpipe-Back Race Exhaust System  Product Option  5" 409 Stainless - with Polished Tip	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax	Advanced Flow Engineering	49-44033-P
AFE 49-44035 MACH Force XP 5" Down-Pipe Back Race Exhaust System  Configuration  Black Tip	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-44035-B
AFE 49-44035 MACH Force XP 5" Down-Pipe Back Race Exhaust System  Configuration  No Muffler, No Tip	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-44035NM
AFE 49-44035 MACH Force XP 5" Down-Pipe Back Race Exhaust System  Configuration  Polished Tip	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-44035-P
AFE 49-44052-X MACH Force XP 4" Downpipe-Back Race Exhaust System  Exhaust Tip Finish  6" Black Exhaust Tips	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-44052-B
AFE 49-44052-X MACH Force XP 4" Downpipe-Back Race Exhaust System  Exhaust Tip Finish  6" Polished Exhaust Tips	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-44052-P
AFE 49-44054 MACH Force XP 5" Down-Pipe Back Race Exhaust System	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-44054
AFE 49-44054 MACH Force XP 5" Down-Pipe Back Race Exhaust System  Exhaust Tip Finish  6" Black	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-44054-B

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-44054 MACH Force XP 5" Down-Pipe Back Race Exhaust System  Exhaust Tip Finish  6" Polished	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (133.7" to 167.7" Wheelbase)	Advanced Flow Engineering	49-44054-P
AFE 49-44055 Large Bore HD 4" Race Front Pipe	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML (Fits 133.7"-167.7" Wheelbases)	Advanced Flow Engineering	49-44055
AFE 49-44059 Large Bore HD 4" Downpipe-Back Exhaust System   Exhaust Tip  Black	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-44059-B
AFE 49-44059 Large Bore HD 4" Downpipe-Back Exhaust System   Exhaust Tip  Polished	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-44059-P
AFE 49-44060 Large Bore HD 5" Turbo-Back Exhaust System   Exhaust Tip  Black Exhaust Tip	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-44060-B
AFE 49-44060 Large Bore HD 5" Turbo-Back Exhaust System   Exhaust Tip  Polished Exhaust Tip	Exhaust Aftertreatment Delete	2001-2010 GM 6.6L Duramax (Crew & Ext. Cabs)	Advanced Flow Engineering	49-44060-P
AFE 49-44066 Large Bore HD 4" Race Pipe	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	Advanced Flow Engineering	49-44066
AFE 49-44067 Large Bore HD 4" Race Pipe	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML	Advanced Flow Engineering	49-44067
AFE 49-44079 MACH Force XP 4" Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew & Ext. Cab, Short Bed)	Advanced Flow Engineering	49-44079
AFE 49-44083 MACH Force XP 4" Race Pipe	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew & Ext. Cab, Long Bed)	Advanced Flow Engineering	49-44083

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
AFE 49-44092 Rebel XD Series 4" Downpipe-Back Race Exhaust System  Exhaust Tip Finish  Black	Exhaust Aftertreatment Delete	2017 GM 6.6L Duramax L5P (All Crew & Ext. Cabs)	Advanced Flow Engineering	49-44092-B
AFE 49-44092 Rebel XD Series 4" Downpipe-Back Race Exhaust System  Exhaust Tip Finish  Polished	Exhaust Aftertreatment Delete	2017 GM 6.6L Duramax L5P (All Crew & Ext. Cabs)	Advanced Flow Engineering	49-44092-P
MBRP C6048409 5" XP Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6048409
MBRP C6276PLM 4" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke (With Bungs)	MBRP Performance Exhaust	C6276PLM
MBRP C6276SLM 4" SLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke (With Bungs)	MBRP Performance Exhaust	C6276SLM
MBRP C6278AL 5" Installer Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2011-2015 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6278AL
MBRP CFS9456 4" XP Series Competition Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke (With Bungs)	MBRP Performance Exhaust	CFS9456
MBRP C6004P 4" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew & Ext. Cabs)	MBRP Performance Exhaust	C6004P
MBRP C6004PLM 4" PLM Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew & Ext. Cabs)	MBRP Performance Exhaust	C6004PLM

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
MBRP C6020PLM 5" PLM Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2007.5-2010 GM 6.6L Duramax LMM (Crew & Ext. Cabs)	MBRP Performance Exhaust	C6020PLM
MBRP C6044304 4" Pro Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6044304
MBRP C6044P 4" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6044P
MBRP C6044PLM 4" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6044PLM
MBRP C6045P 4" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6045P
MBRP C6045PLM 4" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax	MBRP Performance Exhaust	C6045PLM
MBRP C6048PLM 5" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6048PLM
MBRP C6048SLM 5" SLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6048SLM
MBRP C6049P 5" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax LML	MBRP Performance Exhaust	C6049P
MBRP C6049PLM 5" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax	MBRP Performance Exhaust	C6049PLM



Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
MBRP C6116PLM 5" PLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2007.5-2009 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6116PLM
MBRP C6126P 4" Performance Series Turbo-Back Competition Exhaust	Exhaust Aftertreatment Delete	2007.5-2009 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6126P
MBRP C6126PLM 4" PLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2007.5-2009 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6126PLM
MBRP C6142P 4" Performance Series Turbo-Back Competition Exhaust	Exhaust Aftertreatment Delete	2010-2012 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6142P
MBRP C6143P 4" Performance Series Turbo-Back Competition Exhaust	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6143P
MBRP C6143PLM 4" PLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6143PLM
MBRP C6143SLM 4" SLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6143SLM
MBRP C6146P 5" Performance Series Turbo-Back Competition Exhaust	Exhaust Aftertreatment Delete	2010-2012 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6146P
MBRP C6146PLM 5" PLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2010-2012 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6146PLM
MBRP C6147P 5" Performance Series Turbo-Back Competition Exhaust	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6147P



Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
MBRP C6147PLM 5" PLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6147PLM
MBRP C6147SLM 5" SLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	C6147SLM
MBRP C6241PLM 4" PLM Series Turbo-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	C6241PLM
MBRP C6254PLM 4" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	C6254PLM
MBRP C6254SLM 4" SLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	C6254SLM
MBRP C6260PLM 4" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6260PLM
MBRP C6260SLM 4" SLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6260SLM
MBRP C6262304 4" Pro Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6262304
MBRP C6262P 4" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6262P
MBRP C6268P 5" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	C6268P

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
MBRP C6268PLM 5" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	C6268PLM
MBRP C6268SLM 5" SLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	C6268SLM
MBRP C6270P 4" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	C6270P
MBRP C6280PLM 5" PLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6280PLM
MBRP C6280SLM 5" SLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6280SLM
MBRP C6292304 4" Pro Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6292304
MBRP C6292P 4" Performance Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6292P
MBRP C6292PLM 4" PLM Series Downpipe-Back Competition Exhaust	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6292PLM
MBRP C6292SLM 4" SLM Series Downpipe-Back Competition Exhaust System	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke	MBRP Performance Exhaust	C6292SLM
MBRP CDAL437 4" Installer Series Competition Race Pipe	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	MBRP Performance Exhaust	CDAL437

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
MBRP CDAL439 4" Installer Series Downpipe & Competition Race Pipe Kit	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	MBRP Performance Exhaust	CDAL439
MBRP CDAL441 4" Installer Series Competition Race Pipe	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	CDAL441
MBRP CDAL442 4" Installer Series Competition Race Pipe With Muffler	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	CDAL442
MBRP CDAL443 4" Installer Series Competition Race Pipe With Muffler	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	MBRP Performance Exhaust	CDAL443
MBRP CDS9439 4" XP Series Downpipe & Competition Race Pipe Kit	Exhaust Aftertreatment Delete	2007.5-2012 Dodge 6.7L Cummins	MBRP Performance Exhaust	CDS9439
MBRP CDS9442 4" XP Series Competition Race Pipe With Muffler	Exhaust Aftertreatment Delete	2013-2016 Dodge 6.7L Cummins	MBRP Performance Exhaust	CDS9442
MBRP CFAL457 4" Installer Series Competition Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	CFAL457
MBRP CFAL458 4" Installer Series Competition Race Pipe	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	CFAL458
MBRP CFAL461 4" Installer Series Competition Race Pipe	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke	MBRP Performance Exhaust	CFAL461
MBRP CFAL462 4" Installer Series Competition Race Pipe With Muffler	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	CFAL462
MBRP CFAL463 4" Installer Series Competition Race Pipe With Muffler	Exhaust Aftertreatment Delete	2017 Ford 6.7L Powerstroke	MBRP Performance Exhaust	CFAL463

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
MBRP CFAL464 4" Installer Series Competition Race Pipe With Muffler	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	CFAL464
MBRP CFS9457 4" XP Series Competition Race Pipe	Exhaust Aftertreatment Delete	2008-2010 Ford 6.4L Powerstroke	MBRP Performance Exhaust	CFS9457
MBRP CFS9458 4" XP Series Competition Race Pipe	Exhaust Aftertreatment Delete	2011-2016 Ford 6.7L Powerstroke	MBRP Performance Exhaust	CFS9458
MBRP CGMAL426 4" Installer Series Competition Race Pipe	Exhaust Aftertreatment Delete	2011-2015 GM 6.6L Duramax	MBRP Performance Exhaust	CGMAL426
MBRP CGMAL429 4" Installer Series Competition Race Pipe	Exhaust Aftertreatment Delete	2015.5-2016 GM 6.6L Duramax	MBRP Performance Exhaust	CGMAL429
Magnaflow Exhaust System Downpipe-Back 5" SS tubing 16908	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax Silverado/Sierra 2500HD/3500 CC/SB LB7/LLY	MagnaFlow	16908
Magnaflow Dual 4" Downpipe-Back Black Series Exhaust System 17030	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax CC/SB	MagnaFlow	17030
Magnaflow Downpipe-Back 5" Black Series Exhaust System 17036	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax (All Crew & Ext. Cabs)	MagnaFlow	17036
Magnaflow 4" Downpipe-Back Turn Down Exhaust System 17127	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax CC/SB	MagnaFlow	17127
Magnaflow 4" Downpipe-Back Turn Down Exhaust System 17129	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax CC/LB	MagnaFlow	17129
Magnaflow 4" Downpipe-Back Custom Builder Pipe Kit 17980	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax (EC/CC-LB/SB)	MagnaFlow	17980

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
Magnaflow 4" Dual Downpipe-Back Custom Builder Pipe Kit 17981	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax EC-CC/SB-LB	MagnaFlow	17981
Magnaflow 5" Downpipe-Back Custom Builder Pipe Kit 17982	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax EC-CC/SB-LB	MagnaFlow	17982
Magnaflow Downpipe-Back 4" Pro Series Exhaust System 17994	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax EC-CC/LB	MagnaFlow	17994
Magnaflow Pro Series Downpipe-Back Dual 4" Exhaust System 17996	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax EC/SB-LB, CC/LB	MagnaFlow	17996
Magnaflow Pro Series Downpipe-Back 5" Exhaust System 17999	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax (Ext. & Crew Cabs)	MagnaFlow	17999
Magnaflow 4" Downpipe-Back Aluminized Custom Builder Pipe Kit 18980	Exhaust Aftertreatment Delete	2001-2004 GM 6.6L Duramax (Crew & Ext. Cabs)	MagnaFlow	18980
Magnaflow 4" Dual Downpipe-Back Aluminized Exhaust Kit 18981	Exhaust Aftertreatment Delete	2001-2004 GM 6.6L Duramax (All Crew & Ext. Cabs)	MagnaFlow	18981
Magnaflow 5" Downpipe-Back Aluminized Custom Builder Pipe Kit 18982	Exhaust Aftertreatment Delete	2001-2004 GM 6.6L Duramax (All Crew & Ext. Cabs)	MagnaFlow	18982
Magnaflow 4" Downpipe-Back Aluminized Pro Series Exhaust System 18994	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax EC-CC/SB-LB	MagnaFlow	18994
Magnaflow 18996 4" Aluminized Pro Series Dual Downpipe-Back Exhaust	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax EC-CC/SB-LB	MagnaFlow	18996
Magnaflow 5" Downpipe-Back Aluminized Pro Series Exhaust System 18999	Exhaust Aftertreatment Delete	2001-2007 GM 6.6L Duramax (All Crew & Ext. Cabs)	MagnaFlow	18999

Product Name	Product Type	Vehicle Application(s)	Manufacturer Name	Manufacturer Part Number
PPE Xcelerator Hot+2 E.T. Power Programmer 111040000	Delete Tunes	2001-2007 GM 6.6L Duramax LB7/LLY/LBZ	PPE	111040000
Duramax Tuner LB7/LLY Spade Series Ace	Delete Tunes	2001-2005 GM 6.6L Duramax LB7/LLY/LBZ/LMM	Duramax Tuner	DUACE
Duramax Tuner LB7/LLY Spade Series Jack	Delete Tunes	2001-2010 GM 6.6L Duramax LB7/LLY/LBZ/LMM	Duramax Tuner	DUJACK
Duramax Tuner LB7/LLY Single Tune SPADE	Delete Tunes	2001-20010 GM 6.6L Duramax LB7/LLY/LBZ/LMM	Duramax Tuner	DUSNGLSPADE
EFILive FS2-03 FlashScan V2 For GM & Dodge Cummins	Delete Tunes	2001-2016 GM 6.6L Duramax   2006-2015 Dodge 5.9L/6.7L Cummins	EFILive	FS2-03
EFILive FlashScan V2 FS2-DC	Delete Tunes	2006-2015 Dodge 5.9L/6.7L Cummins	EFILive	EFIFS2-DC
EFILive FlashScan V2 FS2-GM	Delete Tunes	2001-2016 GM 6.6L Duramax	EFILive	FS2-GM
GDP Tuning EZFCDR EZ LYNK Tuner	Delete Tunes	2011-2017 Ford 6.7L Powerstroke   2011-2016 GM 6.6L Duramax LML   2013-2017 Dodge 6.7L Cummins   2016-2017 Nissan Titan XD 5.0L Cummins	GDP Gorilla Performance	EZFCDR

## **APPENDIX B**

- Spreadsheet of XDP income and expenses, including 2018-2020 actuals and 2021-2023 projections
- Presentation accompanying spreadsheet of XDP income and expenses
- XDP profit and loss statement for Jan-May 2020
- XDP cash flow statement for Jan-May 2020
- XDP balance sheet for period ending May 2020
- Dank Holdings, LLC and subsidiary-level (including XDP) financial statements for 2016-2019
- Dank Holdings, LLC federal tax returns for 2012-2019
- Personal tax returns for owners of Dank Holdings, LLC for 2016-2018

**APPENDIX C**

**NOTICE OF CONSENT DECREE IN  
UNITED STATES v. XTREME DIESEL PERFORMANCE, LLC**

Dear Customer,

Xtreme Diesel Performance, LLC (“XDP”) has entered into a civil judicial settlement with the federal government regarding the manufacture and sale of certain XDP and other brand exhaust and electronic tuning products, which are listed in the attached table. The United States Environmental Protection Agency (“EPA”) has alleged that these products violate the Clean Air Act’s prohibition against motor vehicle parts or components that have the principal effect of bypassing, defeating or rendering inoperative any emissions control system or element of design on a vehicle. *See* 42 U.S.C. § 7522(a)(3). Emissions control systems include the diesel particulate filter, exhaust gas recirculation system, catalysts, and onboard diagnostic system. Motor vehicle emissions controls are important for protection of public health and the environment.

In this settlement, XDP has agreed, among other things, that:

1. XDP will no longer manufacture, sell, or install these products or others that have the principal effect of bypassing, defeating or rendering inoperative any emissions control system or element of design on a vehicle (*see* 42 U.S.C. §7522(a)(3)); and
2. XDP will no longer provide technical support (including user manuals, telephone support, online/chat support, YouTube videos, and warranty support) for these products.

As part of the resolution of this litigation, XDP has agreed to send this notice to all customers that purchased these products from XDP on or after January 1, 2015.



## **APPENDIX D**

### **NOTICE OF CONSENT DECREE IN UNITED STATES v. XTREME DIESEL PERFORMANCE, LLC**

TO: ALL OFFICERS, DIRECTORS, AND EMPLOYEES OF XTREME DIESEL PERFORMANCE, LLC

Xtreme Diesel Performance, LLC (“XDP”) has entered into a civil judicial settlement with the federal government regarding the manufacture and sale of certain exhaust delete hardware and engine software tunes, including those exhaust components and tunes identified in the attached list. XDP voluntarily exited that business on October 15, 2019, and now only offers aftermarket products that do not have the principal effect of bypassing, defeating or rendering inoperative any emissions control system or element of design on a vehicle (*see* 42 U.S.C. §7522(a)(3)).

The United States Environmental Protection Agency (“EPA”) has alleged that the manufacture, sale, and installation of any part or component intended for use with a motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative emission control devices or elements of design, such as diesel particulate filters, exhaust gas recirculation systems, catalysts, and onboard diagnostic systems, is prohibited.

Anyone who undertakes any of the actions prohibited by Section 7522(a)(3)(A) or (B) of the Clean Air Act, or who offers for sale, sells, conveys, or otherwise transfers in any way the design, technology, or manufacturing processes or techniques used to manufacture the products identified above may be subject to a civil action under the Clean Air Act.

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#### **42 U.S. Code Section 7522**

##### **(a) Enumerated prohibitions**

The following acts and the causing thereof are prohibited—

(3)(A) for any person to remove or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance

with regulations under this subchapter prior to its sale and delivery to the ultimate purchaser, or for any person knowingly to remove or render inoperative any such device or element of design after such sale and delivery to the ultimate purchaser; or

(3)(B) for any person to manufacture or sell, or offer to sell, or install, any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under this subchapter, and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.