

**BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

IN THE MATTER OF:

AirFish Automotive, LLC
11125 National Boulevard
Laurel, DE 19956

Respondent.

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DOCKET NO.: CAA-03-2020-0095

**EXPEDITED SETTLEMENT
AGREEMENT**

EXPEDITED SETTLEMENT AGREEMENT

1. This Expedited Settlement Agreement (“ESA” or “Agreement”) is entered into by the Director, Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“EPA” or “Complainant”), and AirFish Automotive, LLC (“Respondent”), pursuant to Section 205(c)(1) of the Clean Air Act (“CAA”), as amended, 42 U.S.C § 7524(c)(1), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (“Consolidated Rules of Practice”), 40 C.F.R. Part 22 (with specific reference to 40 C.F.R. §§ 22.13(b), 22.18(b)(2), and (3)). The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated it to the Complainant.
2. EPA has jurisdiction over the above-captioned matter pursuant to Section 205(c)(1) of the CAA, 42 U.S.C § 7524(c)(1), and 40 C.F.R. §§ 22.1(a)(2) and 22.4 of the Consolidated Rules of Practice.
3. Respondent is a “person” as defined under Section 302(e) of the CAA, 42 U.S.C § 7602(e), and a “manufacturer” as defined under Section 216(1) of the CAA, 42 U.S.C § 7550(1) and 40 C.F.R. § 1068.30.
4. EPA alleges that Respondent failed to comply with Sections 203(a)(3)(A) and (B) of the CAA, 42 U.S.C. §§ 7522(a)(3)(A) and (B), and the implementing regulations found at 40 C.F.R. §§ 1068.101(b)(1) and (2).
5. As a result of EPA’s investigation and pursuant to its enforcement authority under Section 208(b) of the CAA, 42 U.S.C. §7542(b), EPA obtained evidence that between July 27, 2017 and March 18, 2019, Respondent sold and installed thirty (30) products, identified in Table 1, below, which render inoperative emission control systems on EPA-certified motor vehicle and motor vehicle engines (“defeat devices”). These products include: (i) engine control module reprogrammers (also known as “tuners”) that disable emission control systems and/or disables Diagnostic Trouble Codes (DTCs) on EPA-certified motor vehicles, such as Exhaust Gas Recirculation (EGR) systems, vehicle

engine active fuel management, on-board diagnostic systems, rear oxygen sensors, and/or Diesel Particulate Filter (DPF) systems; (ii) EGR deletion kits or components used for the removal or bypass of EGR systems; and (iii) DPF or Selective Catalytic Reduction (SCR) delete kits (“straight pipes”) to remove or bypass the DPF or SCR systems. EPA alleges that Respondent’s sale of these defeat devices constitutes thirty (30) violations of CAA Section 203(a)(3)(B), 42 U.S.C. § 7522(a)(3)(B), and the implementing regulations found at 40 C.F.R. § 1068.101(b)(2).

Table 1: Violation Summary - Sale of Defeat Devices

Invoice No.	Invoice Date	Product Description	Effect on Emission Control System
8206	7/27/2017	SCT X4 Tuner	OBD/ECM Changes, Removes DTCs, Alters Fuel
8206	7/27/2017	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8206	7/27/2017	aFe Exhaust System	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8206	7/27/2017	Custom Tunes	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8238	8/23/2017	SCT X4 Tuner	OBD/ECM Changes, Removes DTCs, Alters Fuel
8238	8/23/2017	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8238	8/23/2017	aFe Exhaust System	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8238	8/23/2017	Custom Tunes	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8391	2/7/2018	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8391	2/7/2018	Patriot Diagnostic System Tuner	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8391	2/7/2018	aFe Exhaust System	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8503	5/29/2018	SCT X4 Tuner	OBD/ECM Changes, Removes DTCs, Alters Fuel
8503	5/29/2018	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8503	5/29/2018	aFe Exhaust System	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8503	5/29/2018	Custom Tunes	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8537	6/25/2018	SCT X4 Tuner	OBD/ECM Changes, Removes DTCs, Alters Fuel
8537	6/25/2018	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8537	6/25/2018	Custom Tunes	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8764	2/27/2019	SCT X4 Tuner	OBD/ECM Changes, Removes DTCs, Alters Fuel
8764	2/27/2019	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8764	2/27/2019	aFe Exhaust System	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative

8764	2/27/2019	Custom Tunes	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8775	3/4/2019	SCT X4 Tuner	OBD/ECM Changes, Removes DTCs, Alters Fuel
8775	3/4/2019	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8775	3/4/2019	aFe Exhaust System	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8775	3/4/2019	Custom Tunes	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8781	3/18/2019	SCT X4 Tuner	OBD/ECM Changes, Removes DTCs, Alters Fuel
8781	3/18/2019	Sinister Diesel EGR Block Off Plates	Removes EGR, Renders Emissions Controls inoperative
8781	3/18/2019	aFe Exhaust System	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
8781	3/18/2019	Custom Tunes	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative

6. As a part of its investigation, EPA also obtained evidence that Respondent installed certain of the defeat devices identified in Table 1, above, in EPA-certified motor vehicles and motor vehicle engines. EPA alleges that Respondent’s installation of defeat devices in eight (8) unique EPA-certified motor vehicles and motor vehicle engines during the July 27, 2017 through March 18, 2019 time period (as further identified by specific part numbers and/or descriptions in Table 2, below) constitutes eight (8) violations of the vehicle tampering prohibition of CAA Section 203(a)(3)(A), 42 U.S.C. § 7522(a)(3)(A), and the implementing regulations found at 40 C.F.R. § 1068.101(b)(1).

Table 2: Violation Summary – Vehicle Tampering (Installation of Defeat Devices)

Invoice No.	Invoice Date	Parts Installed (by Part Number or Description)	Motor Vehicle
8206	7/27/2017	sct7015 / sinsd-egr-6.7p-fp / afe49-03012 / Innovative custom tunes	Ford Super Duty
8238	8/23/2017	sct7015 / sinsd-egr-6.7p-fp / afe49-03012 / Innovative custom tunes	Ford Super Duty
8391	2/7/2018	sinsd-egr-6.7p-fp / afe49-03012 / Patriot custom tunes	Ford Super Duty
8503	5/29/2018	sct7015 / sinsd-egr-6.7p-fp / afe49-03012 / Innovative custom tunes	Ford Super Duty
8537	6/25/2018	sct7015 / sinsd-egr-6.7p-fp / Innovative custom tunes	Ford Super Duty
8764	2/27/2019	sct7015 / sinsd-egr-6.7p-fp / afe49-03012 / Innovative custom tunes	Ford Super Duty
8775	3/4/2019	sct7015 / sinsd-egr-6.7p-fp / afe49-03012 / Innovative custom tunes	Ford Super Duty
8781	3/18/2019	sct7015 / sinsd-egr-6.7p-fp / afe49-03012 / Innovative custom tunes	Ford Super Duty

7. EPA subsequently confirmed that, on or about January 24, 2020, Respondent offered for sale, on its company web site, nine (9) automotive parts, identified in Table 3, below, which EPA considers to be defeat devices. Respondent’s offer to sell each of these defeat devices constitutes nine (9) additional violations of CAA Section 203(a)(3)(B), 42 U.S.C. § 7522(a)(3)(B), and the implementing regulations found at 40 C.F.R. § 1068.101(b)(2).

Table 3: Violation Summary – Defeat Devices Offered for Sale

Product Description	Part No.	Supplier	Effect on Emission Control System
5" turbo single back	s62240P	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
cool duals	s6214409	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
cab and chassis exhaust	s6240409	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
dual 5" smokers	s6214al	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
4" single back (Stock Cat)	s6206p	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
EC/CC 5" Turbo Back	s66240p	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
03-07 Turbo back single side	s6212p	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
Downpipe	s6212p	MBRP	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative
Removes CAT, not muffler	afe49-03012	AFE	Alters DPF, Alters EGR, Alters Catalyst, Alters SCR, Renders Emissions Controls inoperative

8. EPA has determined that each of the acts identified in Paragraphs 5 through 7, above, are in violation of Title II of the Clean Air Act (CAA) § 203(a)(3), 42 U.S.C. § 7522(a)(3).
9. Respondent certifies that it has not had the same, or closely related violation(s), that were the subject of an enforcement action under Title II of the CAA in the past five (5) years.
10. EPA and Respondent agree that settlement of this matter for a penalty in the amount of ***THIRTY-TWO THOUSAND, THREE HUNDRED AND THIRTY-THREE DOLLARS (\$32,333.00)***, which Respondent shall be liable to pay in accordance with the terms set forth below, is reasonable and in the public interest and is based upon EPA’s consideration of the statutory factors set forth in Section 205(c)(2) of the CAA, 42 U.S.C. § 7524(c)(2). These factors were applied to the particular facts and circumstances of this case with specific reference to EPA’s June 21, 2019 *Recommendation to Approve Expedited Settlement Agreement Pilot for Clean Air Act Vehicle and Engine Violations – Tampering/Defeat Devices* policy, the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA’s civil penalty policies to account for inflation. EPA and Respondent further acknowledge and represent that the aforesaid settlement is based, in part, upon EPA’s consideration of the Respondent’s ability to pay the agreed civil penalty. EPA has reviewed and considered Respondent’s certified statement of its current financial

condition and its articulation of the reasons in support of Respondent’s contention that it is unable to pay the agreed civil penalty amount within 30 days, or absent the incorporated penalty payment provisions, without experiencing undue hardship. EPA acknowledges the impacts that the COVID-19 pandemic may have on regulated entities, and we have considered your specific circumstances in determining an appropriate timeline for payment of the penalty herein.

11. Complainant has relied upon the financial information provided by Respondent and identified in the preceding Paragraph and, based upon that information, it is Complainant’s conclusion that the Respondent has established that it is unable to pay the full amount of the civil penalty identified and set forth in Paragraph 10, above, within thirty (30) days of the effective date of this ESA and that a payment plan of the nature and duration set forth below is necessary and appropriate. Pursuant to the provisions of this ESA, Respondent will remit a total civil penalty (principal) of **Thirty-Two Thousand Three Hundred and Thirty-Three Dollars (\$32,333.00)** and interest (calculated at the rate of 2% per annum on the outstanding principal balance) in the amount of **One Hundred and Ninety-Two Dollars and Forty-Nine Cents (\$192.49)**, in accordance with the installment payment schedule set forth in the chart, immediately below:

Payment No.	Principal Amount	Interest	Date Payment Due (From Effective Date of ESA)	Payment Amount Due
1	\$ 4,072.44	\$ -	<i>Within 30 Days</i>	\$ 4,072.44
2	\$ 4,023.77	\$ 48.67	<i>Within 60 Days</i>	\$ 4,072.44
3	\$ 4,032.05	\$ 40.39	<i>Within 90 Days</i>	\$ 4,072.44
4	\$ 4,037.64	\$ 34.80	<i>Within 120 Days</i>	\$ 4,072.44
5	\$ 4,044.60	\$ 27.84	<i>Within 150 Days</i>	\$ 4,072.44
6	\$ 4,052.24	\$ 20.20	<i>Within 180 Days</i>	\$ 4,072.44
7	\$ 4,058.54	\$ 13.90	<i>Within 210 Days</i>	\$ 4,072.44
8	\$ 4,011.72	\$ 6.69	<i>Within 240 Days</i>	\$ 4,018.41
Total:	\$ 32,333.00	\$ 192.49		\$ 32,525.49

12. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the installment payment schedule set forth in Paragraph 11, immediately above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, applicable interest, administrative handling charges and late payment penalty charges as described in Paragraphs 16 through 19, below, in the event of any such failure or default.

13. Respondent may, at any time after commencement of payments under the installment payment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.
14. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check, or electronic wire transfer, in the following manner:
 - a. All payments by Respondent shall reference the Respondent's name and address, and the Docket Number of this action, *i.e.*, **CAA-03-2020-0095**;
 - b. All checks shall be made payable to "**United States Treasury**";
 - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000;
 - d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/makepayment>;
 - e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously to:

A.J. D'Angelo
Senior Assistant Regional Counsel (3RC30)
U.S. Environmental Protection Agency - Region III
1650 Arch Street
Philadelphia, PA 19103-2029
e-mail: Dangelo.aj@epa.gov
15. Payment of the civil penalty, in accordance with the above terms and provisions, is due and payable immediately upon Respondent's receipt of a true and correct copy of the fully executed and filed ESA. Receipt by Respondent or Respondent's legal representative of such copy of the fully executed ESA, with a date stamp indicating the date on which the ESA was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed to EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).

16. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this ESA shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
17. INTEREST: Interest on the civil penalty assessed in this ESA will begin to accrue on the date that a true and correct copy of this ESA is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
18. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
19. LATE PAYMENT PENALTY: A late penalty payment of six percent (6%) per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
20. Respondent agrees not to deduct, for federal tax purposes, all or any portion of the civil monetary penalty specified in this Agreement.
21. Respondent certifies that it has provided EPA with true and accurate documentation demonstrating completion of remedial measures to correct the violations alleged above and come into compliance with the CAA.
22. In signing this Agreement, the Respondent: admits the jurisdictional allegations set forth in this Agreement; neither admits nor denies the specific factual allegations and conclusions of law set forth in this Agreement, except as provided in the jurisdictional admission above; agrees not to contest EPA's jurisdiction with respect to the execution of this Agreement, the issuance of the attached Final Order, or the enforcement the Agreement; expressly waives its right to a hearing on any issue of law or fact set forth in this Agreement and any right to appeal the accompanying Final Order; consents to the issuance of the Agreement and agrees to comply with its terms; and bear its own costs and attorney's fees.

23. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Agreement are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.
24. This Agreement and attached Final Order constitute a settlement by EPA of its claims for civil penalties for the violations alleged in this Agreement.
25. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Sections 22.18(c) and 22.31(a) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under the CAA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this Agreement, following its filing with the Regional Hearing Clerk.
26. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b), is effective upon filing.
27. The undersigned representative certifies that she/he is fully authorized to execute this Agreement and to legally bind Respondent.

For Respondent: AirFish Automotive, LLC

Name (print): William Brent Hays II

Title (print): owner

Signature: 

Date 4-30-20

In the matter of:
AirFish Automotive, LLC

Expedited Settlement Agreement
Docket No: CAA-03-2020-0095

For Complainant: U.S. Environmental Protection Agency, Region III

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

Date

Karen Melvin, Director
Enforcement and Compliance Assurance Division

**BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

IN THE MATTER OF:)
) **DOCKET NO.: CAA-03-2020-0095**
)
AirFish Automotive, LLC) **FINAL ORDER**
11125 National Boulevard)
Laurel, DE 19956)
)
Respondent.)

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency - Region III, and Respondent, AirFish Automotive, LLC, have executed a document entitled “Expedited Settlement Agreement,” which I hereby ratify as a Consent Agreement in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (“Consolidated Rules of Practice”), 40 C.F.R. Part 22, (with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3)). The terms of the foregoing Expedited Settlement Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

Based upon the representations of the parties in the attached Expedited Settlement Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the statutory factors set forth in Section 205(c)(2) of the CAA, 42 U.S.C. § 7524(c)(2), EPA’s June 21, 2019 *Recommendation to Approve Expedited Settlement Agreement Pilot for Clean Air Act Vehicle and Engine Violations – Tampering/Defeat Devices* policy, the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the applicable EPA memoranda addressing EPA’s civil penalty policies to account for inflation, and Respondent’s current financial condition.

NOW, THEREFORE, PURSUANT TO Section 205(c)(1) of the Clean Air Act (“CAA”), as amended, 42 U.S.C § 7524(c)(1), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **THIRTY-TWO THOUSAND, THREE HUNDRED AND THIRTY-THREE DOLLARS (\$32,333.0)**, in accordance with the payment provisions set forth in the Expedited Settlement Agreement, and comply with the terms and conditions of the Expedited Settlement Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Expedited Settlement Agreement and does not waive, extinguish or otherwise affect Respondent’s obligation to comply with all applicable provisions of Title II of the Clean Air Act (“CAA”), 42 U.S.C. §§ 7521 *et seq.*, and the regulations promulgated thereunder.

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

Date

Joseph J. Lisa
Regional Judicial Officer
U.S. EPA - Region III