

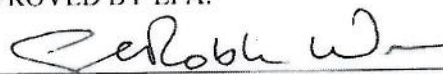
Enclosure
CLEAN AIR ACT MOBILE SOURCE EXPEDITED SETTLEMENT AGREEMENT

DOCKET NO. CAA-10-7925

Respondent: James Fesler
Acclaim Automotive and Fleet Repair, LLC
5390 S. Decatur Blvd., Suite 1
Las Vegas, NV 89118

1. The parties enter into this Clean Air Act Mobile Source Expedited Settlement Agreement (Agreement) in order to settle the civil violations discovered as a result of the inspection specified in Table 1, attached, incorporated into this Agreement by reference. The civil violations that are the subject of this Agreement are described in Table 2, attached, incorporated into the Agreement by reference, regarding the vehicles/engines specified therein.
2. Respondent admits being subject to the Clean Air Act (CAA) and its associated regulations and that the United States Environmental Protection Agency (EPA) has jurisdiction over the Respondent and the Respondent's conduct described in Table 2. Respondent does not contest the findings detailed therein, and waives any objections Respondent may have to EPA's jurisdiction.
3. Respondent consents to the payment of a penalty in the amount of \$3,000.00, further described in Table 3, attached, incorporated into the Agreement by reference. Respondent agrees to follow the instructions in "CAA Mobile Source Expedited Settlement Agreement Instructions," attached, incorporated into this Agreement by reference. Respondent certifies that the required remediation, detailed in Table 3, has been carried out.
4. By its first signature below, EPA approves the findings resulting from the inspection and alleged violations set forth in Table 1 and Table 2. Upon signing and returning this Expedited Settlement Agreement to EPA, Respondent consents to the terms of the Expedited Settlement without further notice. Respondent acknowledges that this Expedited Settlement Agreement is binding on the parties signing below, and becomes effective on the date of the EPA Air Enforcement Division Director's ratifying signature.

APPROVED BY EPA:

for 
Phillip A. Brooks, Director, Air Enforcement Division

Date: 9/24/10

APPROVED BY RESPONDENT:

Name (print): JAMES FESLER

Title (print): owner/manager

Signature: 

RATIFIED BY EPA:

for 
Phillip A. Brooks, Director, Air Enforcement Division

Date: 9/29/10

Table 1 - Inspection Information

Entry/Inspection Date(s):		Docket Number:	
June 4, 2010		C A A - 1 0 - 7 9 2 5	
Inspection Location:		Entry/Inspection Number(s)	
CAA Section 208 Information Request			
Address:			
5390 S. Decatur Blvd., Suite 1			
City:		Inspector(s) Name(s):	
Las Vegas		Joseph Lapka	
State:	Zip Code:	EPA Approving Official:	
NV	89118	Phillip A. Brooks	
Respondent:		EPA Enforcement Contact:	
James Fesler		Christopher Thompson 202-564-3313	

Table 2 - Description of Violation and Vehicles/Engines

Three violations each (for a total of six violations) of CAA Sections 203(a)(3)(A) and 203(a)(3)(B), 42 U.S.C. §§ 7522(a)(3)(A) and 7522(a)(3)(B), for removal of an emission control device (diesel particulate filter (DPF)) on a certified vehicle and subsequent installation of a defeat device (DPF delete kit).

One violation of CAA Section 203(a)(3)(B), 42 U.S.C. § 7522(a)(3)(B), for the sale of a product (DPF delete kit) where the principal effect of the product was to bypass, defeat, or render inoperative an emission control device on a certified vehicle.

Equipment Description	Engine Family	Manufacturer	Model Year	Quantity
6.4L and 6.7L diesel trucks	--	Ford (1), Dodge (2)	2008	3
DK30 Dodge DPF-r emulator module with test pipe	--	--	--	1

Table 3 - Penalty and Required Remediation

Penalty:	\$3,000.00
Required Remediation:	<p>1. Acclaim must extend written offers to the owners of the two Dodge trucks for removal of the diesel particulate filter (DPF) delete kits and reinstallation of the diesel particulate filters. The letters extending the offers must state the following:</p> <ul style="list-style-type: none">a. that the DPF delete kits were installed in violation of CAA Section 203(a)(3)(A), 42 U.S.C. § 7522(a)(3)(A), and that the offer for removal of the devices and reinstallation of the diesel particulate filters is being made under the terms of a settlement with the U.S. Environmental Protection Agency;b. that all work will be completed free of charge and that Acclaim will supply new parts and equipment free of charge in the event the owners of the trucks no longer have the original factory-installed equipment; andc. that the offer remains valid for 180 days. <p>The offers must be sent by certified mail with return receipt requested and Acclaim shall provide copies of the offers and return receipts to:</p> <p style="padding-left: 40px;">U.S. Environmental Protection Agency Attn: Joseph Lapka Air Enforcement Office (AIR-5) 75 Hawthorne Street San Francisco, CA 94105</p> <p>2. To the extent such person can be reasonably located, Acclaim must extend a written offer to the purchaser of the DK30 Dodge DPF-r emulator module to buy back the module. The letter extending the offer must state the following:</p> <ul style="list-style-type: none">a. that the module was sold in violation of CAA Section 203(a)(3)(B), 42 U.S.C. § 7522(a)(3)(B), and that the offer is being extended under the terms of a settlement with the U.S. Environmental Protection Agency;b. that, in the event the module has been installed on a vehicle, Acclaim will remove the module and reinstall the diesel particulate filter;c. that all work will be completed free of charge and that Acclaim will supply new parts and equipment free of charge in the event the purchaser of the module no longer has the original factory-installed equipment; andd. that the offer remains valid for 180 days. <p>The offer must be sent by certified mail with return receipt requested and Acclaim shall provide a copy of the offer and return receipt to:</p> <p style="padding-left: 40px;">U.S. Environmental Protection Agency Attn: Joseph Lapka Air Enforcement Office (AIR-5) 75 Hawthorne Street San Francisco, CA 94105</p>