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7

8 *Attorneys for Plaintiffs, the People of the*
State of California ex rel. the California Air
9 *Resources Board*

EXEMPT FROM FILING FEES
(GOV. CODE § 6103)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 PEOPLE OF THE STATE OF CALIFORNIA
13 *ex rel.* THE CALIFORNIA AIR RESOURCES
BOARD,

14 Plaintiffs,

15 v.

16 PACIFIC AUDIO & ALARM, INC., a
California corporation; JOE KOMARONI,
17 Individually and as Owner; and DOES 1-100,
inclusive,

18 Defendants.
19

CASE NO.: BC572628

NOTICE OF ENTRY OF ORDER

Assigned: Hon. Robert L. Hess
Dept.: 24
Action Filed: February 17, 2015
Discovery cutoff: Not set
Trial: Not set

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TO EACH PARTY AND THEIR ATTORNEY OF RECORD IN THIS ACTION:

NOTICE IS HEREBY GIVEN THAT the Order submitted with the Stipulated Settlement was signed by Los Angeles County Superior Court Judge Robert L. Hess on July 23, 2015 and filed and entered on the same date.

A conformed copy of the signed Order with the related exhibits is attached as Exhibit A.

Dated: July 30, 2015

Respectfully Submitted,
KAMALA D. HARRIS
Attorney General of California



NOAH GOLDEN-KRASNER
ROSS H. HIRSCH
Deputy Attorneys General
*Attorneys for Plaintiffs, the People of the
State of California ex rel. the California
Air Resources Board*

EXHIBIT A

1 KAMALA D. HARRIS
Attorney General of California
2 GARY E. TAVETIAN
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8 *Attorneys for Plaintiffs, the People of the*
State of California ex rel. the California Air
Resources Board
9

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 23 2015

Sherri R. Carter, Executive Officer/Clerk
By Geoffrey Charles, Deputy

EXEMPT FROM FILING FEES
(GOV. CODE § 6103)

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inclusive,

18 Defendants.
19

CASE NO.: BC 572628

STIPULATED SETTLEMENT;
[PROPOSED] ORDER

Assigned: Hon. Robert L. Hess
Dept.: 24
Action Filed: February 17, 2015

20
21 This Stipulated Settlement is entered into by and between Plaintiff People of the State of
22 California *ex rel.* State Air Resources Board (Air Resources Board), on the one hand, and
23 Defendants Pacific Audio & Alarm, Inc. dba Pacific Performance Engineering and Joe Komaromi
24 (erroneously sued as Joe Komaroni) (collectively Defendants), on the other hand.

25 After arm's length negotiations between the parties and their respective counsel, the
26 parties have reached and entered into a settlement agreement by way of this Stipulated Settlement
27 in a good faith effort to avoid the uncertainty and expense of protracted litigation. The Air
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1 Resources Board believes that this settlement is in the best interests of the people of the State of
2 California.

3 THEREFORE, Plaintiff and Defendants stipulate as follows:

4 1. Jurisdiction

5 This Court has jurisdiction over the subject matter of this action and the parties to this
6 Stipulated Settlement.

7 2. Payments

8 Having demonstrated that paying a higher penalty would cause Defendants financial
9 hardship, Defendants, jointly and severally, shall pay a civil penalty and Supplemental
10 Environmental Project in the amount of \$240,000 as follows:

11 a. An initial payment shall be made by July 30, 2015 in the amount of \$65,000.00 to
12 the Air Pollution Control Fund of the California State Air Resources Board. Payment shall be
13 made to the "Air Pollution Control Fund of the California State Air Resources Board";

14 b. A second payment shall be made by February 3, 2016 totaling \$43,750.00 broken
15 down as follows: \$13,750.00 to the Air Pollution Control Fund of the California State Air
16 Resources Board as referenced above in subsection a., and \$30,000 as a Supplemental
17 Environmental Project to the San Joaquin Valley Air Pollution Control District for the School
18 Bus and Diesel Emission Reduction Supplemental Environmental Project. Payment shall be
19 made to the "San Joaquin Valley Air Pollution Control District" and "For School Bus and Diesel
20 Emission Reduction SEP" shall be annotated in the note or memo line on the check.

21 c. A third payment shall be made by July 5, 2016 totaling \$43,750.00 broken down
22 as follows: \$13,750.00 to the Air Pollution Control Fund of the California State Air Resources
23 Board as referenced above in subsection a., and \$30,000 to the San Joaquin Valley Air Pollution
24 Control District, for the School Bus and Diesel Emission Reduction Supplemental Environmental
25 Project as referenced above in subsection b.

26 d. A fourth payment shall be made by February 3, 2017 totaling \$43,750.00 to the
27 Air Pollution Control Fund of the California State Air Resources Board as referenced above in
28 subsection a.

1 e. A fifth payment shall be made by July 5, 2017 totaling \$43,750.00 to the Air
2 Pollution Control Fund of the California State Air Resources Board as referenced above in
3 subsection a.

4 Payments shall be by certified or cashier's checks, delivered to California Air Resources
5 Board, Accounting Office, P.O. Box 1436, Sacramento, CA 95812-1436, with a photocopy of all
6 payments to the Office of the California Attorney General, 300 South Spring Street, Suite 1700,
7 Los Angeles, California, 90013, attention Ross Hirsch.

8 3. Permanent Injunction

9 The parties agree to a permanent injunction enjoining Defendants, and their agents,
10 servants, employees, representatives, and all persons acting in concert or participating with any
11 defendant from violating Vehicle Code sections 27156, and title 13 of the California Code of
12 Regulations, section 2220, et seq., and from engaging in or performing any and all of the
13 following acts:

- 14 a. Offering for sale, advertising, introducing into commerce, or installing any motor
15 vehicle pollution control device, motor vehicle exhaust system (or part thereof),
16 any device that alters or modifies the original design or performance of a motor
17 vehicle pollution control system, or any diesel tuner or aftermarket part listed on
18 Exhibit B that has not been certified or exempted by the Air Resources Board.
- 19 b. Making or disseminating in California any advertisement that references any
20 motor vehicle pollution control device, motor vehicle exhaust system (or part
21 thereof), any device that alters or modifies the original design or performance of a
22 motor vehicle pollution control system, or any diesel tuner or aftermarket part
23 listed on Exhibit B that has not been certified or exempted by the Air Resources
24 Board, unless each advertisement contains a conspicuous disclaimer. The
25 disclaimer shall read: "LEGAL IN CALIFORNIA ONLY FOR RACING
26 VEHICLES THAT MAY NEVER BE USED, OR REGISTERED OR LICENSED
27 FOR HIGHWAY OR OFF-ROAD USE." The disclaimer shall be in a minimum
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font size 10, and shall appear on each page that any non-certified/non-exempt part appears.

c. Defendants are further ordered to develop and implement an exchange program to ensure that its distributors, dealers, and customers understand which aftermarket parts are legal or illegal for specific applications, including street use, off-road use, and for racing-only vehicles as set forth herein. The exchange program shall include that Defendants will work with its distributors, dealers, and customers to implement an exchange of any non-exempted subject parts that were purchased and/or installed on California vehicles with separate/new parts that have been issued an Air Resources Board Executive Order number in those cases where (1) the Subject Part was not damaged, (2) the part was not legally purchased for racing use only, (3) the part had not already been removed from the California vehicle (the exchange provision will apply if the part was removed because the vehicle failed smog check), or (4) the part was not installed on an out-of-state vehicle. The exchange program shall further include that, for a period of one (1) year following the effective date of this Stipulated Settlement, Defendants will conspicuously post a notice on all maintained websites that contains the substantive provisions of the attached Notice at Exhibit A, which is incorporated by reference herein, and state that it applies to the parts identified on Exhibit C hereto. As part of the exchange program, Defendants shall maintain and report quarterly to the Air Resources Board to the person(s) listed as accepting notice under paragraph 15 of this agreement all verifications, exchanges, and services provided pursuant to the exchange program, including but not limited to unique vehicle identifying information, customer information, pre-exchange part numbers, post-exchange part numbers, all EO number labels issued, and date of issue/exchange/service. For each verification by PPE resulting in issuance of an EO number label, PPE will certify and document, under the penalty of perjury, that the part has been exempted and issued an EO.

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4. Dismissal of the Entire Action

The Air Resources Board shall file a request for dismissal without prejudice of the entire Action as to all parties and all causes of action within ten (10) days after confirmation that the Court will retain jurisdiction as set forth herein to enforce the terms of this Stipulated Settlement pursuant to section 664.6 of the California Code of Civil Procedure and confirmation and receipt of the first required payment from Defendants, identified in paragraph 2a, whichever is later. The Air Resources Board shall file a request for dismissal with prejudice of the entire Action as to all parties and all causes of action within ten (10) days after confirmation and receipt of the final payment required pursuant to Section 2.

5. Stipulation to Judgment

If the Defendants fail to timely make any of the payments in Section 2, above, then the Air Resources Board or its counsel shall give notice by electronic mail that the Defendants shall have ten (10) calendar days from the date of said notice to cure the violation and make the payment ("Cure Period"). There will be no further notice required.

If the Defendants fail to pay the past due amount within the Cure Period, or fail to comply with the injunctive relief terms specified in paragraph 3 as determined by the Court, then the Air Resources Board or its counsel may file and the Court shall enter the Judgment as set forth in the attached Exhibit 1.

6. Matters Released by the Stipulated Settlement

Contingent upon the payment in full of payments pursuant to paragraph 2, performance of the injunctive relief provision pursuant to paragraph 3, the stipulation to judgment provision pursuant to paragraph 5, and the Court's retention of jurisdiction as set forth herein to enforce the terms of this Stipulated Settlement, the Air Resources Board, in consideration of the settlement of the Action with Defendants and in consideration of the covenants, promises, terms and conditions herein, for itself alone and no other State entity, shall and does release Defendants and its principals, officers, agents, employees, shareholders, parents, affiliates, subsidiaries, predecessors and successors and assignees (collectively, "Released Parties") from any and all Covered Matters. "Covered Matters" are all claims and causes of action which were, or could have been, asserted in

1 the Complaint in this Action, including any and all actions, causes of action, claims, demands,
2 orders (including any administrative orders), requirements, liability, damages, penalties, debts,
3 losses, costs, expenses and fees (including attorney, expert and consultant fees and litigation
4 costs), of every kind and nature whatsoever, in law and in equity, which arise out of or are related
5 to the claims asserted in the Action. This release and covenant not to sue shall not act to release
6 from liability any person or entity not described or bar the Air Resources Board from seeking
7 other judicial remedies (including injunctive relief) as to violations that occur after the Effective
8 Date of this Stipulated Settlement.

9 7. Scope of Stipulated Settlement

10 This Stipulated Settlement is made and entered into by and on behalf of the People of
11 the State of California ex rel. State Air Resources Board only. Except as expressly provided in
12 this Stipulated Settlement, nothing in this Stipulated Settlement is intended or shall be construed
13 to preclude the Attorney General from exercising his or her authority as an independent
14 Constitutional officer under any law, statute, or regulation. Except as expressly provided in this
15 Stipulated Settlement nothing in this Stipulated Settlement is intended or shall be construed to
16 preclude any state (other than the State of California), local, or federal agency, board, department,
17 office, commission, or entity from exercising its authority under any law, statute, regulation, or
18 ordinance.

19 8. Non Admission of Liability

20 This Stipulated Settlement is the result of a compromise, and shall not in any way be
21 construed as an admission of liability, fault or responsibility by any of the parties as to any claims
22 or contentions.

23 9. Costs and Attorney Fees

24 Each party shall bear its own costs and attorney fees.

25 10. Interpretation

26 This Stipulated Settlement shall be deemed to have been drafted equally by the parties,
27 and shall not be interpreted for or against either party on the ground that any such party drafted it.
28

1 This Stipulated Settlement shall be governed by and construed in accordance with the laws of the
2 State of California.

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4 11. Integration

5 This Stipulated Settlement contains all of the terms and conditions agreed upon by the
6 parties relating to the matters covered by this Stipulated Settlement, and it supersedes any and all
7 prior and contemporaneous agreements, negotiations, correspondence, understandings, and
8 communications of the parties, whether oral or written, respecting the matters covered by this
9 Stipulated Settlement. This Stipulated Settlement may be amended or modified only by a writing
10 signed by the parties or their authorized representatives, and then by order of the Court.

11 12. Knowing, Voluntary Agreement

12 Each party to this Stipulated Settlement acknowledges that it has been represented by
13 legal counsel, and that each party has reviewed, and has had the benefit of legal counsel's advice
14 concerning, all of the terms and conditions of this Stipulated Settlement.

15 13. Authority to Execute

16 Each party to this Stipulated Settlement represents and warrants that the person who has
17 signed this Stipulated Settlement on its behalf is duly authorized to enter into this Stipulated
18 Settlement, and to bind that party to the terms and conditions of this Stipulated Settlement.

19 14. Advice of Counsel

20 Each Party to this Agreement has reviewed the Agreement independently, has had the
21 opportunity to consult competent counsel, is fully informed of the terms and effect of this
22 Agreement, and has not relied in any way on any inducement, representation, or advice of any
23 other Party in deciding to enter into this Agreement.

24 15. Notices

25 Notwithstanding any other provision, notices required by this Stipulated Settlement
26 shall be sent to the following via personal delivery, overnight mail using a reputable delivery
27 courier, or United States Postal Service mail, certified or registered mail, return receipt requested:
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For Plaintiff California Air Resources Board:

California Air Resources Board
Attn: Kirk Oliver, Senior Attorney
1001 I Street, P.O. Box 2815
Sacramento, California 95812
KOliver@arb.ca.gov

California Air Resources Board
Attn: Jeremiah Bearden, Air Resources Engineer
1001 I Street, P.O. Box 2815
Sacramento, California 95812
Jeremiah.Bearden@arb.ca.gov

Office of the California Attorney General
300 Spring Street, Suite 1702
Los Angeles, CA 90013
Attn: Ross Hirsch, Deputy Attorney General
Ross.Hirsch@doj.ca.gov

For the Defendants:

Joe Komaromi
Pacific Audio & Alarm, Inc. dba Pacific Performance Engineering
303 N. Placentia Ave
Fullerton, CA 92831
joe@pacificp.com

Jeffery L. Caufield
Caufield & James, LLP
2851 Camino Del Rio South, Suite 410
San Diego, CA 92108
jeff@caufieldjames.com

Any party may change the individual or address for purpose of notice to that party by written notice specifying the new individual or address.

16. Counterparts

This Stipulated Settlement may be executed by the parties in counterpart originals with the same force and affect as if fully and simultaneously executed as a single, original document.

17. Effective Date

The effective date of this Stipulated Settlement shall be the date that it is signed by the

1 SO STIPULATED.

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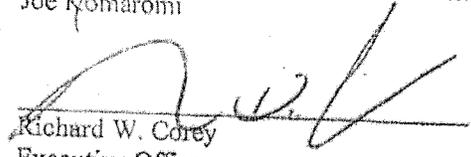
Dated: 7-21-2015


Pacific Audio & Alarm, Inc. dba Pacific
Performance Engineering
By:
Title:

Dated: 7-21-2015


Joe Komaromi

Dated: 7/22/2015

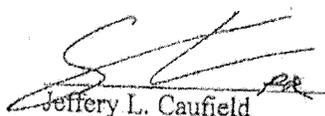

Richard W. Corey
Executive Officer
State Air Resources Board

Approved as to form:

Dated: 7/22/2015


Ross H. Hirsch
Deputy Attorney General for
People of the State of California ex rel.
State Air Resources Board

Dated: 7/21/15


Jeffery L. Caufield
Caufield & James, LLP
Counsel for Defendants Joe Komaromi
Pacific Audio & Alarm, Inc. dba Pacific
Performance Engineering

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[PROPOSED] ORDER RE STIPULATED SETTLEMENT

Having reviewed the parties' Stipulated Settlement and finding good cause therefor, the Settlement is approved and entered. The Court will retain jurisdiction over this matter and all parties pursuant section 664.6 of the California Code of Civil Procedure.

IT IS SO ORDERED

Dated: 7-23-15



Hon. Robert ~~B. Hesse~~ L. Hesse
Judge of the Superior Court
Los Angeles County

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EXHIBIT A

**NOTICE OF COMPLIANCE PLAN EXCHANGE TO BE CONSPICUOUSLY POSTED
ON MAINTAINED WEBSITES**

**ATTENTION: NOTICE OF EXCHANGE
OF PPE PERFORMANCE PRODUCTS**

Please read this NOTICE carefully. It could affect your rights.

Dear Valued Customer,

The State of California prohibits the sale, advertisement, or installation of an aftermarket part that alters or modifies the original design or performance of a motor vehicle's pollution control devices or systems, unless the aftermarket part has first been exempted from the state's anti-tampering laws and been issued an Executive Order (EO) number by the California Air Resources Board (ARB).

You may have purchased and installed an aftermarket diesel exhaust system product manufactured by PPE that has not been exempted by the California Air Resources Board. Therefore, such products are not legal for use on any on- or off-road non-racing vehicle in California and may be releasing air pollutants that exceed California emission standards. If pulled over by local law enforcement, your vehicle will fail a vehicle inspection due to the lack of a legal exhaust system and an EO number label, and you may consequently be cited.

In addition, California law prohibits the operation of any vehicle that is not properly equipped and requires the Department of Motor Vehicles (DMV) to refuse registration, or renewal or transfer of registration of all vehicles that fail to comply with ARB regulations. Whenever DMV revokes the registration of your vehicle, you must immediately return all documents and other evidence of registration to DMV.

To prevent this from happening, we have instituted an exchange program for PPE products that were not covered by an EO as of the date of sale or installation. At our expense, PPE will exchange such PPE products with separate/new PPE products that have been issued an ARB EO number, or, where applicable, PPE will verify EO status and install valid EO labels on corresponding PPE products. The list below shows the PPE part numbers and the date each part number was issued an EO.

If you have a PPE product that was not covered by an EO as of the date of sale or installation, you have the option of sending us the product for exchange or making an appointment with us at our store. Once we verify your product and any exemption status, if applicable, we will exchange the product or apply the appropriate EO number label to the product. For each verification by PPE resulting in issuance of an EO number label and not a new PPE product, PPE will certify and document, under the penalty of perjury, that the part has been exempted and issued an EO. Please contact us directly by mail at 303 N. Placentia Ave, Fullerton, CA 92831, by email at

1 joe@pacificp.com, or by phone at (714) 985-4825, to begin this process. Failure to do so could
2 also affect your vehicle's coverage under any applicable emission warranty.

3 **In order to ensure your full protection under the emission warranty provisions, it is**
4 **recommended that you have any PPE product, which has not been exempted by the**
5 **California Air Resources Board as of the date the product was sold or installed, removed**
6 **from your vehicle and exchanged as provided herein as soon as possible. Failure to do so**
7 **could be determined as lack of proper maintenance of your vehicle or engine. Consult your**
8 **vehicle's owner's manual for further warranty information.**

9 We thank you for your loyalty as a customer and we trust that our efforts will provide you with
10 the continued satisfaction and performance that you have come to expect from all PPE products.

11 [Include list from Exhibit C here.]
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EXHIBIT B

PRODUCTS SUBJECT TO THE PERMANENT INJUNCTION

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PART #	DESCRIPTION	PART #	DESCRIPTION
1100800, 110080000	6.6L LBZ / Allison 800HP package	1110302, 111030200	PPE Xcelerator Hot GM Duramax 6.6L Topkick/Kodiak ONLY 2007- 2008
111010000	Xcelerator Economy GM 2001-10	1110305, 111030500	Hot Kodiak 2001-2005
1110101, 111010100	Xcelerator Economy GM 2001-2007	1110310, 111031000	Unlock / Reload Xcelerator Hot
1110102, 111010200	Xcelerator Economy GM 2001-2005 - TopKick	1110352, 111035200	Hot Race Kodiak
1110103, 111010300	Xcelerator Economy GM 2006-2007 - TopKick	1110400, 111040000	Xcelerator Hot+2 ET GM 6.6L 01- 07
1110104, 111010400	Xcelerator Economy GM 2007.5-2010 - TopKick	1110401, 111040100	Xcelerator Hot+2 ET GM 6.6L 06- 07
1110109, 111010900	Update Xcel Software Version 2.xx to 2.XX	1110403, 111040300	Hot+2ET Kodiak
1110110, 111011000	Unlock / Reload Xcelerator Economy	1110404, 111040400	PPE Xcelerator Hot +2 GM Duramax 6.6L Topkick/Kodiak ONLY 2007.5-2010
1110010, 111001000	Duramaximizer GM 2001-02 LB7	1110410, 111041000	Unlock / Reload Xcelerator Hot+2 ET
1110011, 111001100	Duraminimizer GM 2001-07 LB7 LLY LBZ	1110500, 111050000	Xcelerator Hot+2 ET Race/Marine GM Duramax 2001-2010
1110012, 111001200	Adjustable Boost Controller GM 2004.5-10	1110510, 111051000	Unlock / Reload Xcelerator Hot+2 ET Race
1110014, 111001400	01-04 Overboost Code Eliminator	1110600, 111060000	Xcelerator Hot+2 ET GM 2006 Duramax H1 Alpha
1110016, 111001600	06.5-07 Overboost Code Eliminator LBZ	1110700, 111070000	Xcelerator Gas GM 1998-2007
1110017, 111001700	Variable Vane Delete Module	1111200, 111120000	Upgrade Xcelerator Economy to Standard
1110030, 111003000	Duramaximizer GM 2003-04 LB7	1111501, 111150100	Receive Xcelerator Economy
1110045, 111004500	Duramaximizer GM 2004.5-05 LLY	1112501, 111250100	Receive Xcelerator Standard
1110060, 111006000	Duramaximizer GM 2006-10 LBZ/LMM	1113501, 111350100	Receive Xcelerator Hot
1110067, 111006700	Duramaximizer GM Van 2006-07 LBZ	1113700, 111370000	Upgrade Xcelerator Hot Race to Hot+2 ET Race
1110120, 111012000	Xcelerator Economy GM 2011-2012 LML	1113701, 111370100	Receive Xcelerator Hot Race
1110104, 111010400	PPE Xcelerator Economy Tuner GM Duramax Topkick ONLY 6.6L 2007.5-2009	1114501, 111450100	Receive Xcelerator Hot+2 ET
111020000	Xcelerator Standard GM 2001-10	1115400, 111540000	Upgrade Xcelerator R2 to H2
1110201, 111020100	Xcelerator Standard GM 2001-2005	1115501, 111550100	Receive Xcelerator Hot+2 ET Race
1110202, 111020200	Xcelerator Standard GM 2001-2005 - Topkick / Kodiak / Pickup	1117501, 111750100	Receive Xcelerator Gas GM
1110203, 111020300	Xcelerator Standard GM 2006-2007 - Topkick / Kodiak		
1110204, 111020400	Xcelerator Standard GM 2007.5-2010 - Topkick / Kodiak		
1110210, 111021000	Unlock / Reload Xcelerator Standard	1120100, 112010000	Stand Alone Wire Harness Modification GM 2001-2010 - Engine & Trans
1110220, 111022000	Xcelerator Standard GM 2011-2012 LML	1120101, 112010100	Receive Harness for Stand Alone Modification
1110250, 111025000	NADP Standard Race GM 6.6L 2001- 2010	1120102, 112010200	SAWH Mod GM 2001-2007 - Engine & Trans with Xcel 111040000

1	111025011	Receive NADP Standard Race	1120103, 112010300	SAWH Mod GM 2007.5-2010 - Engine & Trans with Xcel 111050000
2	111025012	Unlock / Reload NADP Standard Race	1120110, 112011000	SAWH Mod - Engine Only 2001- 2010
3	1120112, 112011200	Stand Alone & Hot+2 E.T. Race 111040000 - Engine Only 2001-2007		
4	1120113, 112011300	Stand Alone & Hot+2 E.T. Race 111050000 - Engine Only 2007.5- 2010	1150401, 115040100	Pinned Intercooler High Flow GM 2001-05 LB7 LLY (49)
5	1121100, 112110000	Fan Clutch Controller - LML	1150410, 115041000	Intercooler High Flow GM 2006-10 LBZ LMM (94)
6	113050000	Diesel Fuel Lift Pump 160GPH 12psi/ Adj Reg 3 to 15psi	1150411, 115041100	Pinned Intercooler High Flow GM 2006-10 LBZ LMM (94)
7	1130603, 113060300	CP3 High Output Pump	1150420, 115042000	Intercooler High Flow GM
8	113060800	CP3 High Flow Feed Line Kit w/o Inlet Fitting - GM 6.6L 2001-2010	1150510, 115051000	2.5 inch - Race High Flow Intake Manifold GM Duramax 2006-10 Polished
9	113060802	CP3 Feed Line Kit w/o fitting	1150511, 115051100	2.5 inch - Race High Flow Intake Manifold GM Duramax 2006-10 Raw
10	113060900	3/8" CP3 Fuel Feed Line Kit - GM 6.6L 2001-2010		
11	113060902	1/2" CP3 Fuel Feed Line Kit - GM 6.6L 2001-2010		
12	113061000	Dual Fueler Install Kit with CP3 Pump GM 2002-2004 LB7	1150516, 115051600	LB7 Fuel Rail mount Kit - use with LBZ Intake Runner upgrade
13	113061050	DF Control Module - GM 01-05	1150530, 115053000	3 inch - Race High Flow Intake Manifold GM 2006-10 Polished
14	113061100	Dual Fueler Install Kit with CP3 Pump GM 2001 LB7 Only	1150531, 115053100	3 inch - Race High Flow Intake Manifold GM 2006-10 Raw
15	113062000	Dual Fueler Install Kit with CP3 Pump GM 2004.5-2005 LLY	1160010, 116001000	GT37R Turbo
16	113063000	Dual Fueler Install Kit with CP3 Pump GM 2006-2007 LBZ	1160020, 116002000	GT37AVNT Stage 1 Turbo - Garrett
17	113063050	DF Control Module - GM 06-10	1160022, 116002200	GT40AVNT Stage 2 Turbo - Garrett
18	113063500	Dual Fueler Install Kit with CP3 Pump GM 2007.5-2010 LMM	1160025, 116002500	GT4088R Turbo Garrett with turbine housing
19	1130640, 113064000	Dual Fueler Install Kit no pump GM 2002-2004 LB7	1160030, 116003000	GT4094R Turbo Garrett with turbine housing
20	1130641, 113064100	Dual Fueler Install Kit no pump GM 2001 LB7 ONLY	1160040, 116004000	GT4202R Turbo Garrett with turbine housing
21	1130650, 113065000	Dual Fueler Install Kit no pump GM 2004.5-2005 LLY	1160042, 116004200	GT4508R Turbo with turbine housing
22	1130660, 113066000	Dual Fueler Install Kit no pump GM 2006-2007 LBZ	1160043, 116004300	GTX4508R Turbo Garrett with turbine housing
23	1130670, 113067000	Dual Fueler Install Kit no pump GM 2007.5-2010 LMM	116004301	GTX45R Exh Housing 1.15
24	1130710, 113071000	Ported Fuel Rail Fitting GM 2004.5- 2010	116004302	GTX45R Exh Housing 1.28
25	1130720, 113072000	Fuel Release Valve Shim Kim GM 2004.5-2010	1160045, 116004500	GT5533R
26	113073000	Fuel Release Valve Shim Kit Dodge 2007.5-10		
27	1130760, 113076000	Race Fuel Valve GM 6.6L 04.5-10 Dodge 6.7L 08-10	1160050, 116005000	T4 Turbo Installation Kit PPE (GT40R type) GM LB7
28	1130762, 113076200	High Performance Fuel Rail GM Duramax 2004.5-05	116005057	Turbo Pedestal - Threaded GT40R
29	1130800, 113080000	High Performance Fuel Rail GM Duramax 2007.5-10	116005059	Cast Turbo Pedestal - Threaded
30	1140010, 114001000	High Performance Injectors GM Duramax	1160055, 116005500	T4 Turbo Installation Kit PPE (GT40R type) GM LLY
31	11400200, 114002000	Internal Oil Cooler Delete Kit GM Duramax 2001-10	1160056, 116005600	T4 Turbo Installation Kit PPE (GT40R type) GM LBZ/LMM
32	114025000	Crankcase Breather (set of 2) GM Duramax	1160060, 116006000	T4 Turbo Installation Kit PPE (GT42R type) GM
33	114025010	Crankcase Breather Filter Kit GM 2004.5-2010	116006056	Turbo Outlet Adapter - GT42R
34	114025010	Check Valve for crankcase breather filter kit	116006057	Turbo Pedestal - Drilled GT42R

1	1140280, 114028000 1150100, 115010000	Tubing Kit for Crankcase Breather set - GM 6.6L 4.5-10 Turbo Inlet Upgrade Kit LLY	116006058 116006059	T4 Riser Block T4 Riser Block with wastegate port
2	1150400, 115040000 1160062, 116006200	Intercooler High Flow GM 2001-05 LB7 LLY (49) GT40 Series Install Kit w/4088 GM 2004.5-2005	1160061, 116006100 116450011	GT40 Series Install Kit w/4088 GM 2001-2004 GTX45R add-on kit, LB7, requires GT40R kit sold separately
3	1160065, 116006500 1160066, 116006600	GT40 Series Install Kit w/4088 GM 2006-2010 GT40 Series Install Kit w/4094 GM 2001-2004	116450012 116450013	GTX45R add-on kit, LLY, requires GT40R kit sold separately GTX45R add-on kit, LBZ, requires GT40R kit sold separately
4	1160067, 116006700 1160070, 116007000	GT40 Series Install Kit w/4094 GM 2004.5-2005 GT40 Series Install Kit w/4094 GM 2006-2010	116450014 1164540, 116454000	GTX45R add-on kit, LMM, requires GT40R kit sold separately 4540 Compound Twin Turbo Kit GM Duramax
5	1160071, 116007100 1160072, 116007200	GT42 Series Install Kit w/4208 GM 2001-04 GT42 Series Install Kit w/4208 GM 2004.5-05	116454022 1164740, 116474000	Mount - Low pressure Turbo - T4 flange 4740 Compound Twin Turbo Kit GM Duramax
6	1160080, 116008000 1160081, 116008100	GT42 Series Install Kit w/4208 GM 2006-10 GT4208R Magnum Turbo PPE/Garrett GM	116550001 116550002	GT55R add-on kit, LB7, requires GT42R kit sold separately GT55R add-on kit, LLY, requires GT42R kit sold separately
7	1160082, 116008200 1160090, 116009000	GT4208R Magnum Turbo PPE/Garrett GM GT4208R Magnum Turbo PPE/Garrett GM	116550003 116550004	GT55R add-on kit, LBZ, requires GT42R kit sold separately GT55R add-on kit, LMM, requires GT42R kit sold separately
8	1160300, 116030000 1161100, 116110000	Boost Increase Valve GM 2001-04 LB7 Race High Flow Exhaust Manifolds with Up-pipes GM Duramax 2001-10	116550011 116550012	GTX55R add-on kit, LB7, requires GT42R kit sold separately GTX55R add-on kit, LLY, requires GT42R kit sold separately
9	11611000, 116110000 11611001	Manifolds & Up-pipes GM 2001 CA, 2001-2004 Fed LB7 No Y at all Left side Exhaust Manifold	116550013 116550014	GTX55R add-on kit, LBZ, requires GT42R kit sold separately GTX55R add-on kit, LMM, requires GT42R kit sold separately
10	11611002	Right side Exhaust Manifold	1165542, 116554200	5542 Compound Twin Turbo Kit GM Duramax GT5541R/GT4202R
11	116111900, 116111101	RACE High Flow Exhaust Manifolds with Up-Pipes GM w/Turbo D-Pipe	1165545, 116554500	5545X Compound Twin Turbo Kit GM Duramax GT5541R/GTX4508R
12	1161112, 116111200	Manifolds & Up-pipes GM 2002- 2005 CALIFORNIA Y-pipe LB7/LLY	117000700	Down pipe GM 6.6L 2014
13	1161114, 116111400 1161116, 116111600	Manifolds & Up-pipes GM 2004- 2005 FEDERAL Y-Pipe LB7/LLY Manifolds & Up-pipes GM 2006- 2007 Y-Pipe LLY/LBZ	1170100, 117010000 117010086, 117010076	LB7-LBZ Exhaust system 4" Turbo Back - 409 Stainless Steel 801 4" Muffler Delete pipe for 117010076
14	1161118, 116111800 1161120, 116112000	Manifolds & Up-pipes GM 2007.5- 2010 Y-Pipe LMM Manifolds & Up-pipes GM 2011- 2014 Y-Pipe LML	1170101, 117010100 117010186	LMM Exhaust system 4" Turbo Back - 409 Stainless Steel 834 4" Muffler Delete pipe for 1170101 17299
15	1161190, 116119000 1161191, 116119100	Round up-pipe only Y-pipe for LB7 /LLY CALIFORNIA	1180800, 118080000 118080020	Piston, Standard Kit, Cast Mahle Piston Kit GM 6.6L - STD 15.0:1 cr
16	1161192, 116119200 1161193, 116119300	Y-pipe for LB7 /LLY FEDERAL Y-pipe for LLY/LBZ	118080022 118080024	Mahle Piston Kit GM 6.6L - .020 15.0:1 cr Mahle Piston Kit GM 6.6L - .040 15.0:1 cr
17	1161194, 116119400 1161111, 116111100	Y-pipe for LMM RACE High Flow Exhaust Manifolds with Up-Pipes GM w/Twin Turbo Round Pipe	118080030 118080032	Mahle Piston Kit GM 6.6L - STD 15.5:1 cr Mahle Piston Kit GM 6.6L - .020 15.5:1 cr
18	116450001 116450002	GT45R add-on kit, LB7, requires GT40R kit sold separately GT45R add-on kit, LLY, requires GT40R kit sold separately	118080034 1180802, 118080200	Mahle Piston Kit GM 6.6L - .040 15.5:1 cr Pistons, PPE/Mahle, Cast Alum, .020 bore, 15.5:1 cr, GM Duramax

1				6.6L, 2001-2010
2	116450003	GT45R add-on kit, LBZ, requires GT40R kit sold separately	1180804, 118080400	Pistons, PPE/Mahle, Cast Alum, .040 bore, 15.5:1 cr, GM Duramax 6.6L, 2001-2010
3	116450004	GT45R add-on kit, LMM, requires GT40R kit sold separately	1180810, 118081000	Pistons, PPE/Mahle, Forged Steel, Race Only, Std bore, 15.5:1 cr, GM Duramax 6.6L, 2001-2010
4	118080120	Mahle Piston Kit GM 6.6L - STD 15.0:1 cr - valve reliefs	118081044	Mahle Forged Piston Kit GM 6.6L - .040 16.0:1 cr
5	118080122	Mahle Piston Kit GM 6.6L - .020 15.0:1 cr - valve reliefs	118081050	Mahle Forged Piston Kit GM 6.6L - STD 16.5:1 cr
6	118080124	Mahle Piston Kit GM 6.6L - .040 15.0:1 cr - valve reliefs	118081052	Mahle Forged Piston Kit GM 6.6L - .020 16.5:1 cr
7	118080130	Mahle Piston Kit GM 6.6L - STD 15.5:1 cr - valve reliefs	118081054	Mahle Forged Piston Kit GM 6.6L - .040 16.5:1 cr
8	118080132	Mahle Piston Kit GM 6.6L - .020 15.5:1 cr - valve reliefs	118081110	Mahle Forged Piston Kit GM 6.6L - STD 14.5:1 cr - valve reliefs
9	118080134	Mahle Piston Kit GM 6.6L - .040 15.5:1 cr - valve reliefs	118081112	Mahle Forged Piston Kit GM 6.6L - .020 14.5:1 cr - valve reliefs
10	118080040	Mahle Piston Kit GM 6.6L - STD 16.0:1 cr	118081114	Mahle Forged Piston Kit GM 6.6L - .040 14.5:1 cr - valve reliefs
11	118080042	Mahle Piston Kit GM 6.6L - .020 16.0:1 cr	118081120	Mahle Forged Piston Kit GM 6.6L - STD 15.0:1 cr - valve reliefs
12	118080044	Mahle Piston Kit GM 6.6L - .040 16.0:1 cr	118081122	Mahle Forged Piston Kit GM 6.6L - .020 15.0:1 cr - valve reliefs
13	118081050, 118080150	Mahle Piston Kit GM 6.6L - STD 16.5:1 cr - valve reliefs	118081124	Mahle Forged Piston Kit GM 6.6L - .040 15.0:1 cr - valve reliefs
14	118081052, 118080152	Mahle Piston Kit GM 6.6L - .020 16.5:1 cr - valve reliefs	118081130	Mahle Forged Piston Kit GM 6.6L - STD 15.5:1 cr - valve reliefs
15	118081054, 118080154	Mahle Piston Kit GM 6.6L - .040 16.5:1 cr - valve reliefs	118081132	Mahle Forged Piston Kit GM 6.6L - .020 15.5:1 cr - valve reliefs
16	118080140	Mahle Piston Kit GM 6.6L - STD 16.0:1 cr - valve reliefs	118081134	Mahle Forged Piston Kit GM 6.6L - .040 15.5:1 cr - valve reliefs
17	118080142	Mahle Piston Kit GM 6.6L - .020 16.0:1 cr - valve reliefs	118081140	Mahle Forged Piston Kit GM 6.6L - STD 16.0:1 cr - valve reliefs
18	118080144	Mahle Piston Kit GM 6.6L - .040 16.0:1 cr - valve reliefs	118081142	Mahle Forged Piston Kit GM 6.6L - .020 16.0:1 cr - valve reliefs
19	118081150, 118080050	Mahle Piston Kit GM 6.6L - STD 16.5:1 cr	118081144	Mahle Forged Piston Kit GM 6.6L - .040 16.0:1 cr - valve reliefs
20	118081152, 118080052	Mahle Piston Kit GM 6.6L - .020 16.5:1 cr	118081150	Mahle Forged Piston Kit GM 6.6L - STD 16.5:1 cr - valve reliefs
21	118081154, 118080054	Mahle Piston Kit GM 6.6L - .040 16.5:1 cr	118081152	Mahle Forged Piston Kit GM 6.6L - .020 16.5:1 cr - valve reliefs
22	118081010	Mahle Forged Piston Kit GM 6.6L - STD 14.5:1 cr	118081154	Mahle Forged Piston Kit GM 6.6L - .040 16.5:1 cr - valve reliefs
23	118081012	Mahle Forged Piston Kit GM 6.6L - .020 14.5:1 cr	1180812, 118081200	Pistons, PPE/Mahle, Forged Steel, Race Only, .020 bore, 15.5:1 cr, GM Duramax 6.6L, 2001-2010
24	118081014	Mahle Forged Piston Kit GM 6.6L - .040 14.5:1 cr	1180814, 118081400	Pistons, PPE/Mahle, Forged Steel, Race Only, .040 bore, 15.5:1 cr, GM Duramax 6.6L, 2001-2010
25	118081020	Mahle Forged Piston Kit GM 6.6L - STD 15.0:1 cr	2110200, 211020000	Xcelerator Standard Dodge Cummins 5.9L 6.7L 2003-09
26	118081022	Mahle Forged Piston Kit GM 6.6L - .020 15.0:1 cr	2110206, 211020600	Xcelerator Standard Dodge Cummins 5.9L 2006
27	118081024	Mahle Forged Piston Kit GM 6.6L - .040 15.0:1 cr	2110301, 211030100	Xcelerator Hot+2 ET Lite timing Dodge Cummins 5.9L 2003-04 (Advance)
28	118081030	Mahle Forged Piston Kit GM 6.6L - STD 15.5:1 cr	2110302, 211030200	Xcelerator Hot+2 ET Low timing Dodge Cummins 5.9L 2003-04
	118081032	Mahle Forged Piston Kit GM 6.6L - .020 15.5:1 cr	2110311, 211031100	Xcelerator Hot+2 ET Lite timing Dodge Cummins 5.9L 04.5-05.5 (Advance)

1	118081034	Mahle Forged Piston Kit GM 6.6L - .040 15.5:1 cr	2110312, 211031200	Xcelerator Hot+2 ET Low timing Dodge Cummins 5.9L 04.5-05.5
2	118081040	Mahle Forged Piston Kit GM 6.6L - STD 16.0:1 cr	2110356, 211035600	Xcelerator Standard Dodge 5.9L 2004.5-05 NV5600 Manual Trans
3	118081042	Mahle Forged Piston Kit GM 6.6L - .020 16.0:1 cr	2112301, 211230100	Upgrade Xcel STD to Hot Lite timing 2003-04
4	2112302, 211230200	Upgrade Xcel STD to Hot Low timing 2003-04	5160108, 516010800	TiAL MV-S - 38mm Wastegate
5	2112311, 211231100	Upgrade Xcel STD to Hot Lite timing 2004.5-05.5	5160110, 516011000	TiAL MV-R - 44mm Wastegate
6	2112312, 211231200	Upgrade Xcel STD to Hot Low timing 2004.5-05.5	5160112, 516011200	TiAL V60 - 60mm Wastegate
7	2113031, 211303100	Convert 2110301 to 2110311 (03-04 to 04.5-05.5)		
8	21131300, 211313000	Convert 2110311 to 2110301 (04.5- 05.5 to 03-04)		
9	213001000	Dual Fueler Install Kit no pump Dodge Cummins 5.9L 2003-04		
10	213002000	Dual Fueler Install Kit with CP3 pump Dodge 2004.5-07 Cummins		
11	213002100	Dual Fueler Install Kit with CP3 Kit Dodge Cummins 5.9L 2004.5-07		
12	213003000	Dual Fueler Install Kit no pump Dodge Cummins 6.7L 2007.5-10		
13	213003100	Dual Fueler Install Kit with CP3 pump Dodge Cummins 6.7L 2007.5-10		
14	2160011, 216001100	Turbo Upgrade Stage1 - BRG 1998.5-2002 Dodge 5.9L		
15	2160012, 216001200	Turbo Upgrade Stage1 - BRG 2002.5-2004 Dodge 5.9L		
16	2160013, 216001300	Turbo Upgrade Stage1 - BRG 2004.5-2006 Dodge 5.9L		
17	2160021, 216002100	Turbo Upgrade Stage2 - BRG and Lg IND/EXD 1998.5-2002 Dodge 5.9L		
18	2160022, 216002200	Turbo Upgrade Stage2 - BRG and Lg IND/EXD 2002.5-2004 Dodge 5.9L		
19	2160023, 216002300	Turbo Upgrade Stage2 - BRG and Lg IND/EXD 2004.5-2006 Dodge 5.9L		
20	2160031, 216003100	Turbo Upgrade Stage3 - BRG and Lg IND/EXD and Porting 1998.5-2002 5.9L		
21	2160032, 216003200	Turbo Upgrade Stage3 - BRG and Lg IND/EXD and Porting 2002.5-2004 5.9L		
22	2160033, 216003300	Turbo Upgrade Stage3 - BRG and Lg IND/EXD and Porting 2004.5-2006 5.9L		
23	3110150, 311015000	6 Position Flip Chip Ford 1995-2003		
24	311015001	Control Switch for Flip Chip		
25	311015020	Reflash 6-position Flip Chip		
26	3110200, 311020000	Xcelerator Standard Ford 6.0/6.4 2003-2009		
27	311020064	Xcelerator Standard Ford 6.4 2007.5- 2010		
28	3110207, 311020700	Xcelerator Standard Ford 6.0/6.4 2003-2007		
	3110210, 311021000	Unlock/Reload Xcel Ford Standard		
	3112501, 311250100	Receive Xcel Ford Standard		
	3160100, 316010000	GTP38R Turbo Ford Powerstroke 7.3L 1999.5-2003		

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EXHIBIT C

PRODUCTS SUBJECT TO THE COMPLIANCE PLAN EXCHANGE

PART NAME	EXECUTIVE ORDER (EO) NUMBER, DATE	PART NUMBER	DESCRIPTION
Duel Fueler	EO D-701, 2/5/2013	1130610, 1130611, 1130620, 1130630, 1130635	Auxiliary mechanical belt driven fuel pump with a 7.692 inch diameter pulley and fuel pump controller for 2001-2010 model year trucks with General Motors 6.6L diesel engine
High Flow Exhaust Manifolds and Up-Pipes	EO D-701-1, 2/19/2013	1161110	A cast iron exhaust manifold with left and right up-pipes only for 2001-2010 model year trucks with General Motors 6.6L diesel engine
Duel Fueler	EO D-701-2, 6/13/2013	2130010, 2130011, 2130020, 2130021	Auxiliary mechanical belt driven fuel pump with a 7.692 inch diameter pulley and fuel pump controller for 2003-2007 model year trucks with the Cummins 5.9L diesel engine
EGR Cooler	EO D-701-3, 10/17/2013	316129504	Stainless steel cooler that uses a series of seven stainless steel interior tubes for EGR cooling for 2004-2007 model year trucks

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PART NAME	EXECUTIVE ORDER (EO) NUMBER, DATE	PART NUMBER	DESCRIPTION
			with the Ford 6.0L diesel engine
3" Stainless Steel Down Pipe	EO D-701-4, 12/18/2013	117000400, 117000500, 117000600	Stainless steel down pipe that is attached to the exhaust output of the stock turbocharger and the vehicle's under floor exhaust system for 2001-2013 model year General Motors pickups with a 6.6L diesel engine
Duel Fueler	EO D-701-5, 4/14/2014	2130030, 2130031	Auxiliary mechanical belt driven fuel pump with a 7.692 inch diameter pulley and fuel pump controller for 2007.5-2014 model year trucks with the Cummins 6.7L diesel engine
High Flow Exhaust Manifolds and Up-Pipes	EO D-701-6, 6/24/2014	1161110	A cast iron exhaust manifold with left and right up-pipes only for 2001-2015 model year trucks with General Motors 6.6L diesel engine
EGR Cooler	EO D-701-7, 9/9/2014	316129503, 316129504, 316129508	Stainless steel cooler that uses a series of stainless steel interior tubes for EGR cooling for Ford trucks of the following model year and diesel engine,

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PART NAME	EXECUTIVE ORDER (EO) NUMBER, DATE	PART NUMBER	DESCRIPTION
			respectively: 2003-2004 6.0L, 2004-2007 6.0L, and 2008-2010 6.4L
Ford OEM Replacement Up-Pipes	EO D-701-8, 9/12/14	316119503, 316119504	Stainless steel pipe that is attached between the exhaust manifold and turbocharger inlet, the pipes Y together at the turbocharger inlet, same as stock for Ford trucks of the following model year and diesel engine, respectively: 2003-2004 6.0L and 2004-2007 6.0L
Xcelerator	EO D-701-9, 2/13/2015	1110100, 1110200, or 1110300	Programmer to reprogram engine and/or transmission control module on 2006-2010 model year trucks with 6.6L diesel engine
Diesel Fuel Lift Pump	EO D-701-10, 3/26/2015	1130500	Add-on diesel fuel lift pump used in series with the factory fuel pump on 2001-2015 GM Trucks with a Duramax, 2001-2015 Ford Trucks with a Power Stroke, and 2001-2015 Dodge Trucks with a

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PART NAME	EXECUTIVE ORDER (EO) NUMBER, DATE	PART NUMBER	DESCRIPTION
			Cummins diesel engine.
Duel Fueler	EO D-701-11, 4/30/2015	113061000, 113061100, 113062000, 113063000, 113063500, 113063600	Auxiliary mechanical belt driven fuel pump with a 7.692 inch diameter pulley and fuel pump controller for 2002-2004 LB7, 2001 LB7, 2004.5-2005 LLY, 2006-2007 LLY/LBZ, 2007.5-2010 LMM, & 2011-2015 LML model year trucks with General Motors 6.6L diesel engine, repectively.
Race Fuel Valve	EO D-701-12, 5/28/2015	1130730	Fuel valve that eliminates factory pressure relief valve and fuel return to the fuel tank on 2004-2010 model year pickups with General Motors 6.6L diesel engine and 2007-2010 model year pickups with Cummins 6.7L diesel engine.
Boost Increase Valve	EO D-701-13, 5/20/2015	1160300	In line valve installed in the boost pressure line between the turbo and wastegate valve, which delays the opening of the

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PART NAME	EXECUTIVE ORDER (EO) NUMBER, DATE	PART NUMBER	DESCRIPTION
			wastegate valve and increases boost pressure by 5 psi on 2001-2004 model year pickups with General Motors 6.6L diesel engine.

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EXHIBIT 1

JUDGMENT

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*Attorneys for Plaintiffs, the People of the
State of California ex rel. the California Air
Resources Board*

*EXEMPT FROM FILING FEES
(GOV. CODE § 6103)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PEOPLE OF THE STATE OF CALIFORNIA
ex rel. THE CALIFORNIA AIR RESOURCES
BOARD,

Plaintiffs,

v.

PACIFIC AUDIO & ALARM, INC., a
California corporation; JOE KOMARONI,
Individually and as Owner; and DOES 1-100,
inclusive,

Defendants.

CASE NO.: BC 572628

JUDGMENT

Assigned: Hon. Robert L. Hess
Dept.: 24
Action Filed: February 17, 2015

1 IT IS HEREBY ORDERED AND ADJUDGED that judgment is awarded in favor of
2 plaintiff People of the State of California ex rel. State Air Resources Board (Air Resources
3 Board) against Defendants Pacific Audio & Alarm, Inc. dba Pacific Performance Engineering and
4 Joe Komaromi (erroneously sued as Joe Komaroni) (collectively Defendants) as set forth below:

5 1. Permanent Injunction

6 Defendants and their agents, servants, employees, representatives, and all persons acting
7 in concert or participating with Defendants are permanently enjoined from violating Vehicle
8 Code sections 27156, and title 13 of the California Code of Regulations, section 2220, et seq., and
9 from engaging in or performing any and all of the following acts:

- 10 a. Offering for sale, advertising, introducing into commerce, or installing any motor
11 vehicle pollution control device, motor vehicle exhaust system (or part thereof),
12 any device that alters or modifies the original design or performance of a motor
13 vehicle pollution control system, or any diesel tuner or aftermarket part listed on
14 Exhibit B that has not been certified or exempted by the Air Resources Board.
- 15 b. Making or disseminating in California any advertisement that references any
16 motor vehicle pollution control device, motor vehicle exhaust system (or part
17 thereof), any device that alters or modifies the original design or performance of a
18 motor vehicle pollution control system, or any diesel tuner or aftermarket part
19 listed on Exhibit B that has not been certified or exempted by the Air Resources
20 Board, unless each advertisement contains a conspicuous disclaimer. The
21 disclaimer shall read: "LEGAL IN CALIFORNIA ONLY FOR RACING
22 VEHICLES THAT MAY NEVER BE USED, OR REGISTERED OR LICENSED
23 FOR HIGHWAY OR OFF-ROAD USE." The disclaimer shall be in a minimum
24 font size 10, and shall appear on each page that any non-certified/non-exempt part
25 appears.
- 26 c. Defendants are further ordered to develop and implement an exchange program to
27 ensure that its distributors, dealers, and customers understand which aftermarket
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1 parts are legal or illegal for specific applications, including street use, off-road use,
2 and for racing-only vehicles as set forth herein. The exchange program shall
3 include that Defendants will work with its distributors, dealers, and customers to
4 implement an exchange of any non-exempted subject parts that were purchased
5 and/or installed on California vehicles with separate/new parts that have been
6 issued an Air Resources Board Executive Order number in those cases where (1)
7 the Subject Part was not damaged, (2) the part was not legally purchased for racing
8 use only, (3) the part had not already been removed from the California vehicle
9 (the exchange provision will apply if the part was removed because the vehicle
10 failed smog check), or (4) the part was not installed on an out-of-state vehicle.
11 The exchange program shall further include that, for a period of one (1) year
12 following the effective date of this Stipulated Settlement, Defendants will
13 conspicuously post a notice on all maintained websites that contains the
14 substantive provisions of the attached Notice at Exhibit A, which is incorporated
15 by reference herein, and state that it applies to the parts identified on Exhibit C
16 hereto.

17 2. Penalties

18 In addition to the above injunctive relief, Plaintiff shall have Judgment against the
19 Defendants, jointly and severally, in the amount of \$240,000, less credit for any penalty payments
20 received by Plaintiff in accordance with the parties' Stipulated Settlement reflected in the Court's
21 file pursuant to Code of Civil Procedure Section 664.

22 3. Costs and Attorney Fees

23 Each party shall bear its own costs and attorney fees.

24
25 Dated: _____

26 Hon. Robert L. Hess
27 Judge of the Superior Court
28 Los Angeles County