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8 *Attorneys for Plaintiff the People of the State of California,*  
9 *by and through the California Air Resources Board*

10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE EASTERN DISTRICT OF MICHIGAN  
12

13 PEOPLE OF THE STATE OF  
14 CALIFORNIA,

CASE NO.

15 Plaintiff,

16 v.

17 HINO MOTORS, LTD.; HINO  
18 MOTORS SALES U.S.A., INC.; AND  
19 HINO MOTORS MANUFACTURING,  
U.S.A., INC.,

20 Defendants.  
21

22 **CALIFORNIA PARTIAL CONSENT DECREE**

23 WHEREAS, Plaintiff the People of the State of California, acting by and  
24 through the California Air Resources Board (“CARB”), represented by the Office  
25 of the California Attorney General, (“Plaintiff”) filed a complaint (the “California  
26 Complaint”) in this action on January 15, 2025, against Hino Motors, Ltd.; Hino  
27 Motors Sales U.S.A., Inc.; and Hino Motors Manufacturing, U.S.A., Inc.  
28 (collectively, “Defendants”);

1 WHEREAS, in the California Complaint, CARB alleges that Defendants  
2 violated certain provisions of California law (collectively, the “Claims”), including  
3 without limitation California Health and Safety Code §§ 43008.6, 43016, 43106,  
4 43151, 43211, 43212; Cal. Code Regs., tit. 13, §§ 1956.8, 1965, 1971.1, 2141-  
5 2149, 2421, 2423; and California Vehicle Code § 27156, with regard to  
6 approximately 16,000 Model Year (“MY”) 2010-2019 heavy-duty on-road and off-  
7 road engines certified, manufactured, imported, distributed, introduced into  
8 commerce and sold in California (collectively, the “Subject Engines”). CARB also  
9 alleges these purported violations give rise to a violation of the Clean Air Act  
10 enforceable by CARB pursuant to 42 U.S.C. § 7604 and 40 C.F.R. § 54.3;

11 WHEREAS, the California Complaint alleges, among other things, that the  
12 certification applications for the Subject Engines were based on fabricated, altered  
13 and/or omitted data, and the Subject Engines contain undisclosed and unapproved  
14 Auxiliary Emission Control Devices (“AECDS”), and/or unreported, unapproved  
15 Running Changes and Field Fixes, some that have resulted in increased oxides of  
16 nitrogen (“NOx”) emissions from the Subject Engines in excess of California  
17 limits;

18 WHEREAS, Defendants and Plaintiff (collectively, the “Parties” and  
19 individually, a “Party”) intend to resolve certain aspects of the Claims through the  
20 entry of a concurrently lodged consent decree among the United States, Plaintiff  
21 People of the State of California by and through CARB, and Defendants (the  
22 “US/CARB Consent Decree”) concerning the Subject Engines, that, among other  
23 things, ensures that Defendants will install Emission Modifications in Eligible  
24 Vehicles, requires Defendants to implement certain corporate compliance policies  
25 and practices in conjunction with its existing corporate and compliance  
26 management activities, requires Defendants to make a civil penalty payment of  
27 **\$82,500,000.00** to CARB, and may require separate stipulated penalty payments to  
28 CARB if there is future noncompliance with requirements of the US/CARB

1 Consent Decree. These funds shall be deposited into the Air Pollution Control  
2 Fund, for the purpose of enhancing CARB's mobile source emissions control  
3 program through additional certification review, in-use evaluation, real-world  
4 testing, enforcement actions, and other CARB activities related to the control of air  
5 pollution;

6 WHEREAS, the Parties have agreed, through this partial consent decree  
7 ("California Partial Consent Decree"), to resolve the remaining aspects of the  
8 Claims related to the Subject Engines without the need for litigation;

9 WHEREAS, this California Partial Consent Decree provides certain  
10 injunctive and monetary relief to Plaintiff, including environmental mitigation  
11 funds paid to CARB that are intended to mitigate excess emissions from the Subject  
12 Engines in California;

13 WHEREAS, nothing in this California Partial Consent Decree nor  
14 Defendants' consent to its entry shall constitute an admission of any fact or law by  
15 any Party, including as to any factual or legal assertion set forth in the California  
16 Complaint, except for the purpose of enforcing the terms or conditions set forth  
17 herein;

18 WHEREAS, the Parties recognize, and the Court by entering this California  
19 Partial Consent Decree finds, that this California Partial Consent Decree has been  
20 negotiated by the Parties in good faith and will avoid litigation among the Parties  
21 regarding certain aspects of the Claims, and that this California Partial Consent  
22 Decree is fair and reasonable, with Plaintiff alleging that it also is in the public  
23 interest; and

24 WHEREAS, this California Partial Consent Decree and the US/CARB  
25 Consent Decree together form an integrated resolution of the Claims, and that, as  
26 set forth herein, this California Partial Consent Decree will not become effective  
27 unless and until the US/CARB Consent Decree is entered or the Court grants a  
28 motion entering the US/CARB Consent Decree, whichever occurs first.

1 NOW, THEREFORE, before the taking of any testimony, without the  
2 adjudication of any issue of fact or law, and with the consent of the Parties, IT IS  
3 HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

4 **I. JURISDICTION AND VENUE**

5 1. The Court has jurisdiction over the subject matter of this action pursuant  
6 to 28 U.S.C. § 1331, and over the Parties to the extent limited by this Paragraph.  
7 Venue lies in this District pursuant to 28 U.S.C. § 1391(b). The Court has  
8 supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §  
9 1367. For purposes of this California Partial Consent Decree, or in any action to  
10 enforce this California Partial Consent Decree, the Parties agree to and Defendants  
11 consent to this Court's jurisdiction over this California Partial Consent Decree and  
12 over any action to enforce this California Partial Consent Decree, and over  
13 Defendants, and consents to venue in this judicial district. Defendants reserve the  
14 right to challenge and oppose any claims to jurisdiction that do not arise from the  
15 Court's jurisdiction over this California Partial Consent Decree or an action to  
16 enforce this California Partial Consent Decree.

17 2. For purposes of this California Partial Consent Decree only, Defendants  
18 agree that the California Complaint states claims upon which relief may be granted  
19 pursuant to: California Health and Safety Code §§ 43008.6, 43016, 43106, 43151,  
20 43211, 43212; Cal. Code Regs., tit. 13, §§ 1956.8, 1971.1, 2141-2149, 2421, 2423;  
21 California Vehicle Code § 27156; 42 U.S.C. § 7604; and 40 C.F.R. § 54.3.

22 **II. APPLICABILITY**

23 3. The obligations of this California Partial Consent Decree apply to and are  
24 binding upon Plaintiff, and upon Defendants and any successors, assigns, or other  
25 entities or persons otherwise bound by law.

26 4. No transfer of ownership or operation, whether in compliance with the  
27 procedures of this Paragraph or otherwise, shall relieve Defendants of their  
28 obligation to ensure that the terms of this California Partial Consent Decree are

1 implemented. At least 30 Days prior to such transfer, Defendants shall provide a  
2 copy of this California Partial Consent Decree to the proposed transferee and shall  
3 simultaneously provide written notice of the prospective transfer, together with a  
4 copy of the proposed written agreement to CARB in accordance with Section XIII  
5 (Notices).

6 5. Defendants shall provide a copy of this California Partial Consent Decree  
7 to the members of their respective Boards of Directors and to their respective  
8 officers and executives whose duties might reasonably include compliance with, or  
9 oversight over compliance with, any provision of this California Partial Consent  
10 Decree. Defendants shall also ensure that any contractors retained to perform work  
11 required under the material terms of this California Partial Consent Decree, agents,  
12 or employees whose duties might reasonably include compliance with any  
13 provision of this California Partial Consent Decree are made aware of those  
14 requirements of the California Partial Consent Decree relevant to their performance.

15 6. CARB reviewed financial information submitted by Defendants and  
16 determined that Defendants have a limited financial ability to pay and to fund  
17 injunctive relief in this action. Defendants certify that, prior to the Date of  
18 Lodging, Hino Motors, Ltd. secured a loan for and placed into an escrow or  
19 depository account money dedicated to the satisfaction of near-term obligations to  
20 make payments specified in Section VI (CARB Mitigation and Costs Payments) of  
21 this California Partial Consent Decree within 30 Days of the Effective Date. CARB  
22 considers the terms set forth in this California Partial Consent Decree, together with  
23 the US/CARB Consent Decree, to be an appropriate resolution of the allegations in  
24 the California Complaint.

25 7. In any action to enforce this California Partial Consent Decree,  
26 Defendants shall not raise as a defense the failure by any of their respective  
27 officers, directors, employees, agents, or contractors to take any actions necessary  
28

1 to comply with the provisions of this California Partial Consent Decree, except in  
2 accordance with the provisions of Section X (Force Majeure).

### 3 **III. DEFINITIONS**

4 8. Terms that are defined in this California Partial Consent Decree are  
5 defined for purposes of this California Partial Consent Decree only and are not  
6 applicable for any other purpose. Whenever the terms set forth below are used in  
7 this California Partial Consent Decree, the following definitions shall apply:

8 a. “Additional Reported OBD Noncompliances” means any and all  
9 noncompliances with Cal. Code Regs., tit. 13, § 1971.1 that were disclosed by  
10 Defendants to CARB that are not (1) a Pre-Approved OBD Noncompliance; (2) an  
11 Unreported OBD Noncompliance; (3) an OBD Noncompliance Resulting in  
12 Mandatory Recall; or (4) an OBD Noncompliance with Inspection and Maintenance  
13 (Clean Truck Check).

14 b. “Air Pollution Control Fund” means the fund established by  
15 California Health and Safety Code § 43015.

16 c. “Auxiliary Emission Control Device” has the meaning set forth in  
17 40 C.F.R. § 86.082-02.

18 d. “Business Day” means a calendar day that does not fall on a  
19 Saturday, Sunday, federal holiday, or California state holiday. In computing any  
20 period of time under this California Partial Consent Decree, where the last Day  
21 would fall on a Saturday, Sunday, federal holiday, or California holiday, the period  
22 shall run until the close of business of the next Business Day. The time in which  
23 any act provided by this California Partial Consent Decree is to be done is  
24 computed by excluding the first day, and including the last, unless the last day is a  
25 Saturday, Sunday, federal holiday, or California state holiday, and then it is also  
26 excluded.

27 e. “California Complaint” means the complaint filed by Plaintiff the  
28 People of the State of California, acting by and through CARB in this action.

1 f. “California Partial Consent Decree” means this partial consent  
2 decree.

3 g. “CARB” means the California Air Resources Board and any of its  
4 successor departments or agencies.

5 h. “Claims” means the allegations set forth in the California  
6 Complaint.

7 i. “Date of Lodging” means the date this California Partial Consent  
8 Decree is lodged with the Court.

9 j. “Day” means a calendar day unless expressly stated to be a Business  
10 Day. In computing any period of time for a deadline under this California Partial  
11 Consent Decree, where the last day would fall on a Saturday, Sunday, federal  
12 holiday, or California or state holiday, the period runs until the close of business of  
13 the next Business Day. The time in which any act provided by this California  
14 Partial Consent Decree is to be done is computed by excluding the first day, and  
15 including the last, unless the last day is a Saturday, Sunday, federal holiday, or  
16 California state holiday, and then it is also excluded.

17 k. “Dealer” means any entity or individual authorized by Defendants  
18 to sell and service Hino brand engines or vehicles in California.

19 l. “Defendants” means Hino Motors, Ltd.; Hino Motors Sales U.S.A.,  
20 Inc.; and Hino Motors Manufacturing U.S.A., Inc.

21 m. “Effective Date” has the meaning set forth in Section XIV below.

22 n. “Eligible Lessee” means (1) the current lessee or lessees of an  
23 Eligible Vehicle with an active lease as of the date the Eligible Vehicle receives the  
24 approved Emission Modification; or (2) solely for purposes of any OBD recall, the  
25 subsequent lessee or lessees of an Eligible Vehicle at the time of the OBD recall.

26 o. “Eligible Owner” means (1) the owner or owners of an Eligible  
27 Vehicle on the day that the Eligible Vehicle receives or is eligible to receive the  
28

1 Emission Modification; or (2) solely for purposes of any OBD recall, the  
2 subsequent owner or owners of an Eligible Vehicle at the time of the OBD recall.

3 p. “Eligible Vehicle” means any Subject Vehicle powered by a Subject  
4 Engine that is eligible for an Emission Modification and is (1) registered with the  
5 California Department of Motor Vehicles or equivalent agency or held by a Dealer  
6 or unaffiliated dealer and located in the United States; and (2) operable as of the  
7 date the vehicle is brought in for the Emission Modification.

8 q. “Emission Modification” means the updated hardware and revised  
9 software configurations/calibrations that Defendants will be installing in Subject  
10 Vehicles as part of the Emission Modification Program, defined in Paragraph  
11 9(mm) of the US/CARB Consent Decree.

12 r. “Emission Modification OBD Demonstration Report” means the  
13 report and all required content, as specified in Appendix A to this California Partial  
14 Consent Decree.

15 s. “Engine Family” means a family of engines that is grouped together  
16 for certification and compliance purposes because the engines are expected to have  
17 similar emission characteristics throughout their Full Useful Life periods. Each  
18 Engine Family is assigned a unique alphanumeric engine family that begins with a  
19 one-digit model year date code. As used in this California Partial Consent Decree,  
20 the term “Engine Family Suffix” means the portion of the alphanumeric Engine  
21 Family code after the one-digit model year date code.

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

24 u. “Field Fix” has the meaning provided pursuant to 40 C.F.R.  
25 § 86.1842-01(b) and/or 13 C.C.R. §§ 1971.1(c), and/or CARB Manufacturer’s  
26 Advisory Correspondence #79-002, “Field Fixes Involving Emission-Related  
27 Components,” (Jan. 31, 1979), and/or EPA Advisory Circular 2B, Field Fixes  
28 Related to Emission Control-Related Components (Mar. 17, 1975), as applicable.



1 v. “Full Useful Life” has the meaning set forth in 40 C.F.R. § 86.1805-  
2 12, and incorporated by reference in California Exhaust Emission Standards and  
3 Test Procedures for New 2011 and Later Tier 4 Off-Road Compression-Ignition  
4 Engines and Cal. Code Regs., tit. 13 § 1956.8(b).

5 w. “Inspection and Maintenance Readiness Flags” means the readiness  
6 status for each component/system readiness bit identified in Cal. Code Regs., tit.  
7 13, § 1971.1(h)(4.1) and SAE International J1979 specifications (i.e., Service \$01,  
8 Parameter Identification \$01). The readiness flags will indicate “ready” or  
9 “complete” upon the respective monitor(s) determining that the component or  
10 system is not malfunctioning or the monitor indicates a malfunction for the  
11 component or system after the requisite number of decisions necessary for  
12 determining MIL status has been fully executed, in accordance with Cal. Code  
13 Regs., tit. 13, § 1971.1(h)(4.1).

14 x. “Malfunction” means a circumstance where a vehicle or engine  
15 experiences a mechanical, chemical, or electrical problem, including as the result of  
16 damage or accident, that (1) renders the vehicle or engine inoperable; (2) presents a  
17 safety or environmental hazard if the vehicle or engine continues to be operated  
18 (such as an oil leak); (3) causes an OBD event (for example, recording a pending  
19 fault code or illuminating the MIL), except for the following OBD events: (a) OBD  
20 events during OBD demonstration testing; and (b) false detection or MIL  
21 illumination due to dynamometer simulation testing, unless such false detection or  
22 MIL illumination causes a default action or default strategy that changes the  
23 emission performance behavior; or (4) causes the Test Engine to no longer produce  
24 emissions results representative of in-use operation of a properly maintained engine  
25 in the same Engine Hardware Group at the same mileage.

26 y. “MIL” means the malfunction indicator light of the OBD system  
27 outlined in Cal. Code Regs., tit. 13, § 1971.1 that illuminates to notify the vehicle  
28 operator of detected malfunctions.

1                   z. “Model Year” or “MY” has the meaning set forth in 40 C.F.R. §  
2 86.082-2.

3                   aa. “Modified Vehicle” means an Eligible Vehicle which received  
4 an Emission Modification.

5                   bb. “Month” means a calendar month.

6                   cc. “NMHC” means “non-methane hydrocarbons,” i.e., the sum of  
7 all hydrocarbon species except methane.

8                   dd. “NO<sub>x</sub>” means oxides of nitrogen, i.e., the sum of the nitric  
9 oxide and nitrogen dioxide contained in a gas sample as if the nitric oxide were in  
10 the form of nitrogen dioxide.

11                   ee. “On-Board Diagnostic System” or “OBD System” or “OBD”  
12 means all hardware, components, parts, sensors, subassemblies, software, AECDs,  
13 calibrations, and other elements of design that collectively constitute the system for  
14 monitoring all systems and components that must be monitored pursuant to the  
15 version of Cal. Code Regs., tit. 13, § 1971.1 applicable at the time of certification  
16 for the particular Model Year of a Subject Engine, for the purpose of identifying  
17 and detecting malfunctions of such monitored systems and components, and for  
18 alerting the driver of such potential malfunctions by illuminating the MIL.

19                   ff. “OBD Cluster(s)” means the groupings of the Subject Engines by  
20 Model Year and Engine Family as follows numerically:

21                         1. “OBD Cluster 1” means engines from the following 2010  
22 through 2013 Model Year Engine Families: AHMXH07.7JVB, BHMXH07.7JVB,  
23 CHMXH07.7JVB, DHMXH07.7JVB, and DHMXH07.7JVC.

24                         2. “OBD Cluster 2” means engines from the following 2014  
25 through 2016 Model Year Engine Families: EHMXH07.7JVB, EHMXH07.7JVC,  
26 FHMXH07.7JVB, FHMXH07.7JVC, GHMXH07.7JVB, and GHMXH07.7JWU.

1                   3. “OBD Cluster 3” means engines from the following 2017  
2 through 2019 Model Year Engine Families: HHMXH07.7JVB, HHMXH07.7JWU,  
3 JHMXH07.7JVB, and KHMXXH07.7JVB.

4                   4. “OBD Cluster 4” means engines from the following 2012  
5 through 2014 Model Year Engine Families: DHMXH05.1JTP and  
6 EHMXXH05.1JTP.

7                   5. “OBD Cluster 5” means engines from the following 2015  
8 through 2016 Model Year Engine Families: FHMXXH05.1JTP and  
9 GHMXH05.1JTP.

10                  6. “OBD Cluster 6” means engines from the following 2017  
11 through 2019 Model Year Engine Families: HHMXH05.1JTP, JHMXH05.1JTP,  
12 and KHMXXH05.1JTP.

13                  gg. “OBD Infrequent Regeneration Adjustment Factor” or “OBD  
14 IRAF” means the additive or upward adjustment factor for each pollutant used to  
15 account for increased emissions caused by periodic regeneration of any  
16 aftertreatment device or strategies activated for monitoring faulty components of  
17 the control system in order to adjust the emissions results used to determine the  
18 malfunction criterion for monitors that are required to indicate a malfunction before  
19 emissions exceed the applicable emission threshold.

20                  hh. “OBD Interim Report” means a report containing the details  
21 identified in Appendix A for each OBD cluster as described in Appendix B to this  
22 California Partial Consent Decree.

23                  ii. “OBD Noncompliance” means any noncompliance with any  
24 requirement of Cal. Code Regs., tit. 13, § 1971.1 applicable to a Subject Engine at  
25 the time it was granted an Executive Order, and includes Pre-Approved OBD  
26 Noncompliances, Additional Reported OBD Noncompliances, Unreported OBD  
27 Noncompliances, OBD Noncompliance Resulting in Mandatory Recall, and OBD  
28 Noncompliance with Inspection and Maintenance (Clean Truck Check). CARB’s

1 evaluation for OBD Noncompliance will be done consistent with CARB’s new  
2 vehicle certification procedures.

3 jj. “OBD Noncompliance Resulting in Mandatory Recall” means any  
4 and all noncompliances listed in the applicable version of Cal. Code Regs., tit. 13, §  
5 1971.5(d)(3) (except Cal. Code Regs., tit. 13, § 1971.5(d)(3)(A)(vii)).

6 kk. “OBD Noncompliance with Inspection and Maintenance (Clean  
7 Truck Check)” means any and all noncompliances listed in the applicable version  
8 of Cal. Code Regs., tit. 13, § 1971.5(b)(6)(C)(ii).

9 ll. “OBD Test Protocol” means the protocol for demonstrating OBD  
10 compliance as identified in Appendix A to this California Partial Consent Decree.

11 mm. “Paragraph” means a portion of this California Partial Consent  
12 Decree identified by an Arabic numeral.

13 nn. “Plaintiff” means the People of the State of California, acting by  
14 and through the California Air Resources Board.

15 oo. “Pre-Approved OBD Noncompliance” means any and all OBD  
16 Noncompliances described in Appendix C of this California Partial Consent Decree  
17 and OBD Noncompliances present in OBD Clusters 1, 2, 4, and 5.

18 pp. “Product Engine Vehicle Evaluation” or “PEVE” means testing  
19 conducted in accordance with the requirements of Cal. Code Regs., tit. 13, §  
20 1971.1(l), as modified by Appendix A of this California Partial Consent Decree.

21 qq. “PEVE L3 Testing Report” means the report and all required  
22 content, as specified in Appendix A to this California Partial Consent Decree.

23 rr. “Quality Assurance/Quality Control Reports” or “QA/QC  
24 Reports” means records describing actions, measures, and steps taken to ensure the  
25 reliability and validation of the data and testing conducted under Appendix A of  
26 this California Partial Consent Decree. For OBD testing conducted pursuant to  
27 Appendix A of this California Partial Consent Decree, the QA/QC Reports will  
28 document compliance with 40 C.F.R. Part 1065.

1 ss. "Records" means all non-identical copies of all documents,  
2 records, reports, or other information (including documents, records, or other  
3 information in electronic form).

4 tt. "Running Change" means a change to a vehicle/engine or addition  
5 of a model which occurs after certification but during vehicle/engine production.

6 uu. "Section" means a portion of this California Partial Consent  
7 Decree identified by a Roman numeral.

8 vv. "Subject Vehicles" means any vehicles powered by a Subject  
9 Engine identified in Appendix E to the California Partial Consent Decree that were  
10 sold or offered for sale (or introduced or delivered for introduction into commerce)  
11 in California and that are or were purported to have been covered by the Engine  
12 Families listed in Appendix E of the California Partial Consent Decree.

13 ww. "Subject Engines" are the engines identified in Appendix E to  
14 the California Partial Consent Decree that were sold or offered for sale (or  
15 introduced or delivered for introduction into commerce) in California and that are  
16 or were purported to have been covered by the Engine Families listed in Appendix  
17 E of the California Partial Consent Decree.

18 xx. "Submission" means any plan, report, application, or other item  
19 that is required to be submitted for approval pursuant to this California Partial  
20 Consent Decree.

21 yy. "US/CARB Consent Decree Effective Date" means the date upon  
22 which the US/CARB Consent Decree is entered by the Court or a motion to enter  
23 the US/CARB Consent Decree is granted, whichever occurs first, as recorded on  
24 the Court's docket.

25 zz. "Unreported OBD Noncompliance" means any OBD  
26 Noncompliance that was not disclosed by Defendants to CARB that is not (1) a Pre-  
27 Approved OBD Noncompliance; (2) an Additional Reported OBD Noncompliance;  
28

(3) an OBD Noncompliance Resulting in Mandatory Recall; or (4) an OBD Noncompliance with Inspection and Maintenance (Clean Truck Check).

aaa. "VIN" means vehicle identification number, as defined in 49 C.F.R. § 565.12.

#### **IV. INJUNCTIVE PROVISIONS**

9. Under Health and Safety Code § 43017 and California Civil Code § 3494, Defendants and Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this California Partial Consent Decree, whether acting directly or indirectly, are permanently enjoined from:

a. Introducing into commerce, importing, delivering, purchasing, acquiring, receiving, distributing, offering for sale, selling, offering for lease, leasing, offering for rent, renting, or assisting others in introducing into commerce, importing, delivering, purchasing, acquiring, receiving, distributing, offering for sale, selling, offering for lease, leasing, offering for rent, or renting in California any Modified Vehicle that contains an undisclosed AECD, or otherwise fails to comply with California Health and Safety Code §§ 43008.6, 43016, 43106, 43151, 43211, 43212; Cal. Code Regs., tit. 13, §§ 1956.8, 1971.1, 2141-2149, 2421, and 2423, allegedly giving rise to a citizen suit pursuant to 42 U.S.C. § 7604 and 40 C.F.R. § 54.3;

b. Performing undisclosed and/or unapproved Running Changes or Field Fixes on any Subject Engine or otherwise violating California Vehicle Code § 27156;

c. Failing to promptly notify CARB when Defendants have reason to believe that an undisclosed AECD has been included in a Modified Vehicle, at any time, that was introduced into commerce, imported, delivered, purchased, acquired, received, sold or offered for sale, leased or offered for lease, rented or offered for rent, or distributed by Defendants in California; and

d. Failing to comply with any injunctive terms in the US/CARB Consent Decree concerning the Subject Vehicles, but only to the extent that the aforementioned injunctive terms apply to the Subject Vehicles or to Defendants.

10. Nothing in this California Partial Consent Decree alters the requirements of federal or state law to the extent they offer greater protection to the environment.

## **V. ON-BOARD DIAGNOSTIC DEMONSTRATION**

11. Except as otherwise expressly stated herein, the applicable regulatory calculation methods, test procedures, protocols, processes, or procedures shall apply unless an alternative approach is approved by CARB.

12. **OBD Demonstration Testing.** Defendants shall test select Subject Engines according to the Protocol for OBD Demonstration Assessment of Emission Modifications (“OBD Test Protocol”) as specified in Appendix A of this California Consent Partial Decree.

13. **OBD Clusters.** For purposes of this California Partial Consent Decree, OBD demonstration testing shall be classified in two clusters according to Engine Family and Model Year, as follows:

a. OBD Cluster 3 as defined in Section III, Paragraph 8(ff)(3).

b. OBD Cluster 6 as defined in Section III, Paragraph 8(ff)(6).

14. **Reporting.** The reporting requirements of this California Partial Consent Decree do not relieve Defendants of any reporting obligations required by the Clean Air Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement. Defendants shall submit the following reports to CARB:

a. Emission Modification OBD Demonstration Report. Defendants shall submit or resubmit a complete Emission Modification OBD Demonstration Report as required under Paragraph 4 of Appendix A of this California Partial Consent Decree, which shall include any required content and completion of any required testing in accordance therewith.

1           b. PEVE L3 Testing Report. Defendants shall submit or resubmit a  
2 complete PEVE L3 Testing Report as required under Paragraph 4 of Appendix A of  
3 this California Partial Consent Decree, which shall include any required content and  
4 completion of any required testing in accordance therewith.

5           c. OBD Interim Report. Defendants shall submit or resubmit a  
6 complete OBD Interim Report as required under Paragraph 3 of Appendix A of this  
7 California Partial Consent Decree, which shall include any required content and  
8 completion of any required testing in accordance therewith.

9           d. OBD Noncompliance Report. Defendants shall submit a report that  
10 summarizes any and all OBD Noncompliances for OBD Clusters 3 and 6 identified  
11 by Defendants within one Month after the end of the applicable semi-annual  
12 reporting period (i.e., by January 31 for the reporting period from the preceding  
13 July to December and by July 31 for the reporting period from the preceding  
14 January to June).

15       15. **OBD Diagnostics**. Should a Subject Vehicle that received the Emission  
16 Modification be brought into one of Defendants' facilities for failure of an emission  
17 inspection or Inspection and Maintenance (Clean Truck Check) test, Defendants  
18 shall make OBD diagnostics testing available to all Eligible Owners and Eligible  
19 Lessees at no cost if such failure was due to the Emission Modification.

20       16. **Clean Truck Check Failures**. Defendants shall submit to CARB for  
21 review and approval a remedial plan in accordance with Cal. Code Regs., tit. 13, §  
22 1971.5(e) to address each OBD Noncompliance for OBD Clusters 1, 2, 3, 4, 5, and  
23 6 that results in a failure under the Clean Truck Check (i.e., ECU failure to  
24 communicate with test equipment, inability to clear fault codes, etc.), and shall  
25 recall affected Subject Vehicles in California consistent with Cal. Code Regs., tit.  
26 13, § 1971.5(e) and this California Partial Consent Decree. Defendants shall not be  
27 subject to the OBD recall provisions if an Eligible Vehicle fails or is otherwise not  
28 able to complete the Inspection and Maintenance program, pursuant to Cal. Code



1 Regs., tit. 13, § 1971.5(e), solely because insufficient miles have been accumulated  
2 on the vehicle to clear any fault codes or set the Inspection and Maintenance  
3 Readiness Flags to “ready” or “complete” following application of the Emission  
4 Modification. Defendants shall not be required to conduct a recall under this  
5 Paragraph 16 if Defendants can demonstrate the failures are the result of improper  
6 maintenance of the Subject Vehicles and/or the alteration of Subject Vehicles with  
7 the use of any after-market emissions-related components, parts, or software or the  
8 removal of any emissions-related components, parts, or software, and such  
9 improper maintenance and/or alteration(s) are likely to substantially affect the  
10 ability of the vehicle to pass the Clean Truck Check. The requirements outlined in  
11 this Paragraph 16 shall continue in full force and effect after termination of the  
12 California Partial Consent Decree.

13 **17. OBD Noncompliance Stipulated Penalties.** Defendants shall pay  
14 stipulated penalties for certain OBD Noncompliances identified in Section VII  
15 (Stipulated Penalty Payments). Determination of payment of any OBD stipulated  
16 penalties, if any, will be made by CARB.

17 **18. Required Certification.** Each written report submitted by Defendants  
18 under this Section V (On-Board Diagnostic Demonstration) shall be signed by an  
19 official of the submitting party and include the following certification:

20 I certify under penalty of perjury that this document and all  
21 attachments were prepared under my direction or supervision  
22 in accordance with a system designed to assure that qualified  
23 personnel properly gather and evaluate the information  
24 submitted. Based on my inquiry of the person or persons who  
25 manage the system, or those persons directly responsible for  
26 gathering the information, the information submitted is, to the  
27 best of my knowledge and belief, true, accurate, and  
28 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 a fine and imprisonment for knowing violations.

19. Defendants agree that the certification required by Paragraph 18 is subject to California Penal Code §§ 115, 118, and 132.

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

21. Whenever Defendants reasonably believe any violation of this California Partial Consent Decree or any other event affecting Defendants' performance under this California Partial Consent Decree may pose an immediate threat to the public health or welfare or the environment, Defendants shall notify CARB by telephone and email as soon as possible, but no later than 24 hours after Defendants first reasonably believe the violation or event may pose an immediate threat to the public health or welfare or the environment.

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

## **VI. CARB MITIGATION AND COSTS PAYMENT**

23. **CARB Mitigation Payment.** Within 30 Days of the Effective Date (as described in Section XIV below), Defendants shall pay to the "California Air Resources Board" the sum of **\$111,871,969.00** to be used to fund mitigation actions or projects that reduce NOx emissions in California (the "CARB Mitigation Payment"). This sum shall be immediately deposited into the Air Pollution Control Fund for the purpose of reducing NOx emissions in California through CARB mitigation programs.

24. **Cost Payment.** Within 30 Days of the Effective Date (as described in Section XIV below), Defendants shall pay to the "California Air Resources Board" the sum of **\$11,825,000.00** for costs incurred with investigation and representation and costs associated with the implementation, monitoring, and enforcement of the

1 California Partial Consent Decree and its required mitigation projects, including  
2 evaluation, cost recovery, testing, equipment, consultants, recall evaluation,  
3 representation, staffing, and other associated costs (the “CARB Cost Payment”).  
4 This sum shall be immediately deposited into the Air Pollution Control Fund for the  
5 purpose of recovering and reimbursing CARB implementation costs, including for  
6 mitigation project implementation.

7 25. If Defendants fail to pay the CARB Mitigation Payment to CARB  
8 according to the terms of this California Partial Consent Decree, in addition to  
9 stipulated penalties identified in Section VII (Stipulated Penalty Payments),  
10 Defendants shall be liable for interest on such CARB Mitigation Payment, accruing  
11 as of the date payment became due and continuing until payment has been made in  
12 full. Interest shall be computed at a rate of 10% per annum as specified in  
13 California Code of Civil Procedure § 685.010.

14 26. If Defendants fail to pay the CARB Cost Payment to CARB according to  
15 the terms of this California Partial Consent Decree, in addition to stipulated  
16 penalties identified in Section VII (Stipulated Penalty Payments), Defendants shall  
17 be liable for interest on such CARB Cost Payment, accruing as of the date payment  
18 became due and continuing until payment has been made in full. Interest shall be  
19 computed at a rate of 10% per annum as specified in California Code of Civil  
20 Procedure § 685.010.

## 21 **VII. STIPULATED PENALTY PAYMENTS**

22 27. Defendants shall be liable to CARB for stipulated penalties for violations  
23 of this California Partial Consent Decree as specified in this Section, unless  
24 excused under Section X (Force Majeure). A violation includes failing to perform  
25 any obligation required by the terms of this California Partial Consent Decree,  
26 including any work plan or schedule approved under this California Partial Consent  
27 Decree, according to all applicable requirements of this California Partial Consent  
28

Decree and within the specified time schedules established by or approved under this California Partial Consent Decree.

28. Any stipulated penalties and any interest accrued thereon shall be deposited into the Air Pollution Control Fund for the purpose of enhancing CARB's mobile source emissions control program through additional certification review, in-use evaluation, real-world testing, enforcement actions, costs, and other CARB activities related to the control of air pollution.

**29. Stipulated Penalties for Late CARB Mitigation or Cost Payment.** If Defendants fail to pay the CARB Mitigation or CARB Cost Payment required under Section VI (Mitigation and Costs Payment) when due, then Defendants shall, in addition to the CARB Mitigation Payment and CARB Cost Payment, pay stipulated penalties directly to the "California Air Resources Board" as follows:

| <u>Penalty Per Day</u> | <u>Period of Noncompliance</u> |
|------------------------|--------------------------------|
| \$20,000               | 1st through 30th Day           |
| \$40,000               | 31st through 45th Day          |
| \$80,000               | 46th Day and beyond            |

**30. Failure to Perform OBD Demonstration Testing.** If Defendants fail to perform OBD Demonstration Testing on OBD Cluster 3 and/or OBD Cluster 6, or improperly test, improperly select engines or vehicles, or fail to provide data in accordance with Appendix A of this California Partial Consent Decree, Defendants shall pay the following stipulated penalties to the "California Air Resources Board," which shall accrue for each Day the Emission Modification OBD Demonstration Report, described in Appendix A to this California Partial Consent Decree, remains incomplete:

| <u>Penalty per Day</u> | <u>Period of Noncompliance</u> |
|------------------------|--------------------------------|
| \$ 10,000              | 1st through 14th Day           |
| \$ 20,000              | 15th through 30th Day          |
| \$ 30,000              | 31st Day and beyond            |

**31. Pre-Approved OBD Noncompliances.** Pre-Approved OBD Noncompliances include those specified in Appendix C to this California Partial Consent Decree and no stipulated penalties are owed.

**32. Additional Reported OBD Noncompliances.** Until 60 Days after submission of the Emission Modification OBD Demonstration Report or PEVE L3 Testing Report, if Defendants report any OBD Noncompliance for OBD Cluster 3 and/or OBD Cluster 6 that was not a Pre-Approved OBD Noncompliance listed in Appendix C of this California Partial Consent Decree using Appendix D within the same OBD Cluster(s), including as part of the reports required by Paragraph 14(d), Defendants shall pay the “California Air Resources Board” a stipulated penalty per OBD cluster:

### Penalty per Cluster

\$337,200.00 per OBD Noncompliance for OBD Cluster 3

\$128,925.00 per OBD Noncompliance for OBD Cluster 6

For avoidance of doubt, this Paragraph 32 does not apply to OBD Noncompliances Resulting in Mandatory Recall or OBD Noncompliances with Inspection and Maintenance (Clean Truck Check). Defendants reported to CARB the omission of the “CSERS boost slow response” monitor with fault code P056E from the Emission Modification for Subject Engines in OBD Cluster 3. This reported OBD noncompliance is accounted for in the penalty payment to CARB in the US/CARB Consent Decree.

33. **Unreported OBD Noncompliances.** If CARB determines that one or more engines in OBD Cluster 3 and/or OBD Cluster 6 fail to comply with the OBD requirements in the applicable version of Cal. Code Regs., tit. 13, § 1971.1 and Defendants did not disclose such failure to comply in the Emission Modification OBD Demonstration Report or PEVE L3 Testing Report covering an OBD Cluster(s), and if such failure is not a Pre-Approved OBD Noncompliance or

1 Additional Reported OBD Noncompliance, Defendants shall pay the “California  
2 Air Resources Board” a stipulated penalty per OBD Cluster:

3 Penalty per Cluster

4 \$449,600.00 per OBD Noncompliance for OBD Cluster 3

5 \$171,900.00 per OBD Noncompliance for OBD Cluster 6

6 For avoidance of doubt, this Paragraph 33 does not apply to OBD Noncompliances  
7 Resulting in Mandatory Recall or OBD Noncompliances with Inspection and  
8 Maintenance (Clean Truck Check).

9 **34. OBD Noncompliance Resulting in Mandatory Recall.** If one or more  
10 engines in OBD Cluster 3 and/or OBD Cluster 6 has an OBD Noncompliance  
11 Resulting in a Mandatory Recall, for each and every OBD Noncompliance resulting  
12 in a mandatory recall, as discussed in Cal. Code Regs., tit. 13, § 1971.5, Defendants  
13 shall pay the “California Air Resources Board” a stipulated penalty per OBD  
14 cluster:

15 Penalty per Cluster

16 \$4,496,000.00 per OBD Noncompliance for OBD Cluster 3

17 \$1,719,000.00 per OBD Noncompliance for OBD Cluster 6

18 For the avoidance of doubt, any stipulated penalty payment under this Paragraph 34  
19 satisfies any obligation to conduct a recall for an OBD Noncompliance Resulting in  
20 a Mandatory Recall.

21 **35. OBD Noncompliance with Inspection and Maintenance (Clean Truck**  
22 **Check).** If one or more engines in OBD Cluster 3 and/or OBD Cluster 6 has an  
23 OBD Noncompliance with Inspection and Maintenance (Clean Truck Check), for  
24 each and every OBD Noncompliance with Inspection and Maintenance (Clean  
25 Truck Check), Defendants shall pay the “California Air Resources Board” a  
26 stipulated penalty per OBD cluster:

27 Penalty per Cluster

28 \$1,686,000.00 per OBD Noncompliance for OBD Cluster 3

\$644,625.00 per OBD Noncompliance for OBD Cluster 6

**36. Stipulated Penalties for Late Payment of Any OBD Noncompliance**

**Stipulated Penalties.** If Defendants fail to make any stipulated penalty payment in relation to the Additional Reported OBD Noncompliance, Unreported OBD Noncompliance, OBD Noncompliance Resulting in Mandatory Recall, or OBD Noncompliance with Inspection and Maintenance (Clean Truck Check) required under Paragraphs 32 through 35 of this California Partial Consent Decree when due, Defendants shall pay additional stipulated penalties to the “California Air Resources Board” as follows:

| <u>Penalty Per Day</u> | <u>Period of Noncompliance</u> |
|------------------------|--------------------------------|
| \$20,000               | 1st through 30th Day           |
| \$40,000               | 31st through 45th Day          |
| \$80,000               | 46th Day and beyond            |

**37. Stipulated Penalties for Failure to Submit a Complete Emission**

**Modification OBD Demonstration Report, PEVE L3 Testing Report, or OBD**

**Interim Report.** If Defendants fail to timely submit or resubmit a complete Emission Modification OBD Demonstration Report, PEVE L3 Testing Report, or OBD Interim Report as required under Paragraphs 3 or 4 of Appendix A of this California Partial Consent Decree (which shall include failure to submit any required content in either the Emission Modification OBD Demonstration Report, PEVE L3 Testing Report, or OBD Interim Report, or to complete testing in accordance therewith), Defendants shall pay the “California Air Resources Board” a stipulated penalty (“OBD Report Penalty Payment”) for each Day the report(s) remain incomplete or unsubmitted:

| <u>Penalty per Day</u> | <u>Period of Noncompliance</u> |
|------------------------|--------------------------------|
| \$ 20,000              | 1st through 14th Day           |
| \$ 40,000              | 15th through 30th Day          |
| \$ 80,000              | 31st Day and beyond            |

1           38. Stipulated penalties under this Section shall begin to accrue on the Day  
2 after performance is due or on the Day a violation occurs, whichever is applicable,  
3 and shall continue to accrue until performance is satisfactorily completed or until  
4 the violation ceases. Stipulated penalties shall accrue simultaneously per report for  
5 separate violations of this California Partial Consent Decree.

6           39. CARB shall issue any demand for stipulated penalties in writing to  
7 Defendants in accordance with Section XIII (Notices). The written demand for  
8 payment of stipulated penalties shall specifically identify the violation.

9           40. Defendants shall pay any stipulated penalties to CARB within 30 Days of  
10 receiving the written demand.

11           41. CARB may in the unreviewable exercise of its discretion, reduce or  
12 waive stipulated penalties otherwise due it under this California Partial Consent  
13 Decree.

14           42. Stipulated penalties shall continue to accrue as provided in Paragraph 38,  
15 during any dispute resolution, but need not be paid until the following:

16               a. If the dispute is resolved by agreement of the Parties or by a  
17 decision of CARB that is not appealed to the District Court, Defendants shall pay  
18 accrued penalties determined to be owed, together with interest, to CARB, within  
19 30 Days of the effective date of the agreement or the receipt of CARB's decision or  
20 order, whichever is later.

21               b. If the dispute is appealed to the District Court and CARB prevails in  
22 whole or in part, Defendants shall pay all accrued penalties determined by the Court  
23 to be owed, together with interest as provided in Paragraph 44, within 60 Days of  
24 receiving the Court's decision or order, except as provided in Paragraph 42(c),  
25 below.

26               c. If any Party appeals the District Court's decision and CARB  
27 prevails in whole or in part, Defendants shall pay all accrued penalties determined  
28



1 to be owing, together with interest, within 15 Days of receiving the final appellate  
2 court decision.

3 43. Upon the Effective Date, the stipulated penalty provisions of this  
4 California Partial Consent Decree shall be retroactively enforceable with regard to  
5 any and all violations of requirements of this California Partial Consent Decree that  
6 have occurred from the Date of Lodging to the Effective Date, provided that  
7 stipulated penalties that may have accrued prior to the Effective Date may not be  
8 collected unless and until this California Partial Consent Decree is entered by the  
9 Court. Defendants shall pay stipulated penalties owing to CARB in the manner set  
10 forth and with the confirmation notices required by Section VIII (Payment  
11 Requirements), except that the transmittal letter shall state that the payment is for  
12 stipulated penalties and shall state for which violation(s) the penalties are being  
13 paid.

14 44. If Defendants fail to pay stipulated penalties according to the terms of  
15 this California Partial Consent Decree, Defendants shall be liable for interest on  
16 such penalties, accruing as of the date payment became due and continuing until  
17 payment has been made in full. Interest shall be computed at a rate of 10% per  
18 annum as specified in California Code of Civil Procedure § 685.010. Nothing in  
19 this Paragraph shall be construed to limit CARB from seeking any remedy  
20 otherwise provided by law for Defendants' failure to pay any stipulated penalties.

21 45. The payment of penalties and interest, if any, shall not alter in any way  
22 Defendants' obligation to complete the performance of the requirements of this  
23 California Partial Consent Decree.

24 46. Stipulated penalties are not CARB's exclusive remedy for violations of  
25 this California Partial Consent Decree, including violations of this California Partial  
26 Consent Decree that are also violations of law. Subject to the provisions of Section  
27 XII (Effect of Settlement/Reservation of Rights), CARB expressly reserves the  
28 right to seek any other relief CARB deems appropriate for Defendants' violation of

1 this California Partial Consent Decree or applicable law, including but not limited  
2 to an action against Defendants for statutory penalties, additional administrative or  
3 injunctive relief, mitigation or offset measures, and/or contempt. However, the  
4 amount of any statutory penalty assessed for a violation of this California Partial  
5 Consent Decree shall be reduced by an amount equal to the amount of any  
6 stipulated penalty assessed and paid pursuant to this California Partial Consent  
7 Decree to CARB.

## 8 **VIII. PAYMENT REQUIREMENTS**

9 47. Payments required to be made to the “California Air Resources Board”  
10 under this California Partial Consent Decree shall be issued by check, credit card,  
11 wire transfer, or portal using instructions provided separately by CARB in a  
12 Payment Transmittal Form. Defendants are responsible for all payment processing  
13 fees. Payments shall be accompanied by a Payment Transmittal Form, which  
14 CARB will provide to the addressees listed in Section XIII (Notices) no later than  
15 14 Days after the Effective Date to ensure proper application. At the time payment  
16 is made, Defendants shall provide CARB with proof of payment including a copy  
17 of the Payment Transmittal Form to the CARB email address provided in Section  
18 XIII (Notices), Paragraph 84.

19 48. Should payment instructions change, CARB will provide notice to  
20 Defendants in accordance with Section XIII (Notices).

21 49. Except as otherwise provided by this California Partial Consent Decree,  
22 all funds paid to the “California Air Resources Board” in this California Partial  
23 Consent Decree, shall be deposited into the Air Pollution Control Fund, for the  
24 purpose of enhancing CARB’s mobile source emissions control program through  
25 additional certification review, mitigation, in-use evaluation, real-world testing,  
26 costs, enforcement actions, and other CARB activities related to the control of air  
27 pollution.  
28

1           50. Defendants' requirement to make any payment to CARB under this  
2 California Partial Consent Decree will be extended by each Day of CARB's delay  
3 in providing the Payment Transmittal Form with requisite payment instructions.

4           51. For purposes of the identification requirement in section 162(f)(2)(A)(ii)  
5 of the Internal Revenue Code, and 26 C.F.R. § 1.162-21(b)(2), performance by  
6 Defendants of Section II (Applicability), Paragraph 5; Section V (On-Board  
7 Diagnostic Demonstration), Paragraphs 11-21; Section VI (CARB Mitigation and  
8 Costs Payment), Paragraph 23; Section IX (Additional Compliance Requirements),  
9 Paragraphs 52-54; Section XIII (Notices), Paragraphs 84-85, and related  
10 appendices, is restitution, remediation, or required to come into compliance with  
11 law.

## 12           **IX. ADDITIONAL COMPLIANCE REQUIREMENTS**

13           52. **Continued Compliance.** Except as otherwise stated in this California  
14 Partial Consent Decree, during the regulatory useful life of the Subject Engines, the  
15 Subject Engines remain subject to, and Defendants shall comply with: (1) all EPA  
16 and CARB requirements for in-use testing under 40 C.F.R. Part 86, Subpart S, and  
17 Cal. Code Regs., tit. 13, §§ 2110–2140; (2) OBD requirements pursuant to Cal.  
18 Code Regs., tit. 13, § 1971.5 (OBD enforcement provisions); (3) federal defect  
19 reporting requirements under 40 C.F.R. Part 1068, Subpart F; and (4) California  
20 Emissions Warranty and Information Reporting requirements under Cal. Code  
21 Regs., tit. 13, §§ 2141–2146. CARB reserves all rights and authorities to impose  
22 consequences if Defendants fail to comply with these testing and reporting  
23 requirements, including if such testing demonstrates that the Subject Engines  
24 exceed any applicable emission limit, subject to Section XII (Effect of Settlement  
25 /Reservation of Rights) and applicable provisions of the US/CARB Consent  
26 Decree.

1           53. Except as otherwise expressly stated herein, the applicable regulatory  
2 requirements (i.e., administrative processes such as vehicle recall) shall apply  
3 unless an alternative approach is approved by CARB.

4           54. Except for any replacement engines—as defined in 40 C.F.R.  
5 § 1068.240—Defendants shall not sell or cause to be sold, resell or cause to be  
6 resold, or lease or cause to be leased, any Subject Engine in Defendants’  
7 possession, or obtained by Defendants as a trade-in or lease termination until:

8                 a. Defendants perform any Emission Modification on any such Subject  
9 Engine for which it is eligible; and

10                b. Defendants execute all emission-related service actions and repairs  
11 required to bring the engine into compliance with this California Partial Consent  
12 Decree, apply any and all other recalls concerning the Subject Engine, and execute  
13 any other required service actions.

#### 14                                   **X. FORCE MAJEURE**

15           55. “Force majeure,” for purposes of this California Partial Consent Decree,  
16 means any event arising from causes beyond the control of Defendants, or any  
17 entity controlled by Defendants, that delays or prevents the performance of any  
18 obligation under this California Partial Consent Decree despite Defendants’ best  
19 efforts to fulfill the obligation. Given the need to protect public health and welfare  
20 and the environment, the requirement that Defendants exercise “best efforts to  
21 fulfill the obligation” includes using best efforts to anticipate any potential force  
22 majeure and best efforts to address the effects of any potential force majeure – as it  
23 is occurring and following the potential force majeure – such that any delay or non-  
24 performance is, and any adverse effects of the delay or non-performance are,  
25 minimized to the greatest extent possible. “Force majeure” does not include  
26 financial inability to perform any obligation under this California Partial Consent  
27 Decree.  
28

1           56. If any event occurs for which Defendants will or may assert a claim of  
2 force majeure, Defendants shall provide initial notice to California by electronic  
3 mail transmitted to the email addresses set forth in Section XIII (Notices). The  
4 deadline for the initial notice is seven Days after Defendants first knew or should  
5 have known that the event would likely delay or prevent performance. Defendants  
6 shall be deemed to know of any circumstance of which any contractor of,  
7 subcontractor of, or entity controlled by Defendants knew or should have known.

8           57. If Defendants seek to assert a claim of force majeure concerning the  
9 event, within seven Days after the initial notice under Paragraph 56, Defendants  
10 shall submit a further notice to Plaintiff by electronic mail transmitted to the email  
11 addresses set forth Section XIII (Notices). That further notice shall include: (i) an  
12 explanation and description of the event and its effect on Defendants' completion of  
13 the requirements of the California Partial Consent Decree; (ii) a description and  
14 schedule of all actions taken or to be taken to prevent or minimize the delay and/or  
15 other adverse effects of the event; (iii) if applicable, the proposed extension of time  
16 for Defendants to complete the requirements of the California Partial Consent  
17 Decree; (iv) Defendants' rationale for attributing such delay to a force majeure; (v)  
18 a statement as to whether, in the opinion of Defendants, such event may cause or  
19 contribute to an endangerment to public health or welfare or the environment; and  
20 (vi) all available proof supporting the claim that the delay was attributable to a  
21 force majeure.

22           58. Failure to submit a timely or complete notice or claim under Paragraphs  
23 56 or 57 regarding an event precludes Defendants from asserting any claim of force  
24 majeure regarding that event.

25           59. If CARB agrees that the delay or anticipated delay is attributable to a  
26 force majeure event, the time for performance of the obligations under this  
27 California Partial Consent Decree that is affected by the force majeure event will be  
28 extended by Plaintiff for such time as is necessary to complete those obligations.

1 An extension of the time for performance of the obligations affected by the force  
2 majeure event shall not, of itself, extend the time for performance of any other  
3 obligation. Plaintiff will notify Defendants in writing of the length of the  
4 extension, if any, for performance of the obligations affected by the force majeure  
5 event.

6 60. If Plaintiff does not agree that the delay or anticipated delay has been or  
7 will be caused by a force majeure event, Plaintiff will notify Defendants in writing  
8 of that decision.

9 61. If Defendants elect to invoke the dispute resolution procedures set forth  
10 in Section XI (Dispute Resolution), they shall do so no later than 15 Days after  
11 receipt of Plaintiff's notice. In any such proceeding, Defendants have the burden of  
12 proving that they are entitled to relief under Paragraph 55, that their proposed  
13 excuse or extension was or will be warranted under the circumstances, and that they  
14 complied with the requirements of Paragraphs 56–57. If Defendants carry this  
15 burden, the delay or non-performance at issue shall be deemed not to be a violation  
16 by Defendants of the affected obligation of this California Partial Consent Decree  
17 identified to Plaintiff and the Court.

## 18 **XI. DISPUTE RESOLUTION**

19 62. Unless otherwise expressly provided for in this California Partial Consent  
20 Decree, the dispute resolution procedures of this Section shall be the exclusive  
21 mechanism to resolve disputes arising between Plaintiff and Defendants under or  
22 with respect to this California Partial Consent Decree. Defendants' failure to seek  
23 resolution of a dispute under this Section concerning an issue of which they had  
24 notice and an opportunity to dispute under this Section prior to an action by  
25 Plaintiff to enforce any obligation of Defendants arising under this California  
26 Partial Consent Decree precludes Defendants from raising any such issue as a  
27 defense to any such enforcement action.

1           **63. Informal Dispute Resolution.** Any dispute subject to dispute resolution  
2 under this California Partial Consent Decree shall first be the subject of informal  
3 negotiations. The dispute shall be considered to have arisen when Defendants send  
4 Plaintiff a written Notice of Dispute by email and mail in accordance with Section  
5 XIII (Notices). Such Notice of Dispute shall state clearly the matter in dispute.  
6 The period of informal negotiations shall not exceed 30 Days from the date  
7 Defendants sent their Notice of Dispute, unless that period is modified by a written  
8 agreement of the Parties. If Plaintiff and Defendants cannot resolve a dispute by  
9 informal negotiations, then the position advanced by Plaintiff shall be considered  
10 binding unless, within 30 Days after the conclusion of the informal negotiation  
11 period, Defendants invoke formal dispute resolution procedures as set forth below.

12           **64. Formal Dispute Resolution.** Defendants shall invoke formal dispute  
13 resolution procedures, within the time period provided in the preceding Paragraph,  
14 by sending Plaintiff a written Statement of Position regarding the matter in dispute  
15 by email and mail, in accordance with Section XIII (Notices). The Statement of  
16 Position shall include, but need not be limited to, any factual data, analysis, or  
17 opinion supporting Defendants' position and any supporting documentation relied  
18 upon by Defendants.

19           **65.** Plaintiff will send Defendants its Statement of Position by email and mail  
20 within 45 Days of receipt of Defendants' Statement of Position, in accordance with  
21 Section XIII (Notices). Plaintiff's Statement of Position shall include, but need not  
22 be limited to, any factual data, analysis, or opinion supporting that position and any  
23 supporting documentation relied upon by Plaintiff. Plaintiff's Statement of Position  
24 is binding on Defendants, unless Defendants file a motion for judicial review of the  
25 dispute in accordance with the following Paragraph.

26           **66. Judicial Dispute Resolution.** Defendants may seek judicial review of  
27 the dispute by filing with the Court and serving on Plaintiff a motion requesting  
28 judicial resolution of the dispute. The motion must be filed within 30 Days of

1 receipt of Plaintiff's Statement of Position pursuant to the preceding Paragraph.  
2 The motion may not raise any issue that Defendants did not raise in informal  
3 dispute resolution pursuant to Paragraph 63 unless the issue was first raised by  
4 Plaintiff's Statement of Position. The motion shall contain a written statement of  
5 Defendants' position on the matter in dispute, including any supporting factual  
6 data, analysis, opinion, or documentation, and shall set forth the relief requested  
7 and any schedule within which the dispute must be resolved for orderly  
8 implementation of the California Partial Consent Decree.

9 67. Plaintiff shall respond to Defendants' motion within the time period  
10 allowed by the Local Rules of this Court. Defendants may file a reply  
11 memorandum, to the extent permitted by the Local Rules.

12 **68. Standard of Review: Disputes Concerning Matters Accorded Record**  
13 **Review.** Except as otherwise provided in this California Partial Consent Decree, in  
14 any dispute brought pursuant to Paragraph 66 that pertains to: (a) the adequacy or  
15 appropriateness of plans or procedures to implement plans, schedules, or any other  
16 item that requires approval by Plaintiff under this California Partial Consent  
17 Decree; (b) the adequacy of the performance of work undertaken pursuant to this  
18 California Partial Consent Decree; and/or (c) all other disputes that are accorded  
19 review on the administrative record under applicable principles of administrative  
20 law, Defendants shall have the burden of demonstrating, based on the  
21 administrative record, that the position of Plaintiff is arbitrary and capricious or  
22 otherwise not in accordance with law based on the administrative record. For  
23 purposes of this Paragraph, Plaintiff will maintain an administrative record of the  
24 dispute, which will contain all statements of position, including supporting  
25 documentation, submitted pursuant to this Section. Prior to the filing of any  
26 motion, the Parties may submit additional materials to be part of the administrative  
27 record pursuant to applicable principles of administrative law.  
28



1       **69. Standard of Review: Other Disputes.** Except as otherwise provided in  
2 this California Partial Consent Decree, in any other dispute brought pursuant to  
3 Paragraph 66, Defendants shall bear the burden of demonstrating that their position  
4 complies with this California Partial Consent Decree.

5       70. In any disputes brought under this Section, it is hereby expressly  
6 acknowledged and agreed that this California Partial Consent Decree was jointly  
7 drafted in good faith by Plaintiff and Defendants. Accordingly, the Parties hereby  
8 agree that any and all rules of construction to the effect that ambiguity is construed  
9 against the drafting party shall be inapplicable in any dispute concerning the terms,  
10 meaning, or interpretation of this California Partial Consent Decree.

11       71. The invocation of dispute resolution procedures under this Section shall  
12 not, by itself, extend, postpone, or affect in any way any obligation of Defendants  
13 under this California Partial Consent Decree, unless and until final resolution of the  
14 dispute so provides. Stipulated penalties with respect to the disputed matter shall  
15 continue to accrue from the first Day of noncompliance, but payment shall be  
16 stayed pending resolution of the dispute as provided in Paragraph 42. If Defendants  
17 do not prevail on the disputed issue, stipulated penalties shall be assessed and paid  
18 as provided in Section VIII (Payment Requirements).

19       **XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

20       72. Upon the Effective Date, and subject to the reservations in Paragraph 76,  
21 Defendants' satisfaction of the requirements in this California Partial Consent  
22 Decree shall resolve, settle, and release:

23           a. CARB's civil claims for the violations alleged in the California  
24 Complaint pursuant to the California Health and Safety Code, California Vehicle  
25 Code, and California Code of Regulations pled by CARB (not otherwise resolved  
26 by the US/CARB Consent Decree) against Defendants, any successors, assigns, or  
27 other entities or persons otherwise bound by law, and any present or former  
28 directors, officers, or employees of Defendants or any successors, assigns, or other

1 entities or persons otherwise bound by law provided that such persons were acting  
2 within the scope of their employment; and

3 b. all claims for costs and attorneys' fees as alleged in the California  
4 Complaint.

5 c. In addition, upon the Effective Date and subject to the reservations  
6 in Paragraph 76, this California Partial Consent Decree, along with the US/CARB  
7 Consent Decree, shall resolve and settle California's claims alleged by CARB in the  
8 California Complaint for costs of litigation pursuant to 42 U.S.C. § 7604(d).

9 73. To the extent that any claims released herein are duplicative of claims to  
10 be released, settled, or resolved by Plaintiff under the US/CARB Consent Decree,  
11 such claims are not released unless or until the Court enters or grants a motion to  
12 enter the US/CARB Consent Decree.

13 74. Neither this California Partial Consent Decree nor Defendants' consent to  
14 its entry constitutes an admission by Defendants of violations alleged in the  
15 California Complaint or any other allegations asserted by Plaintiff related to the  
16 Subject Vehicles. Defendants reserve all defenses, and all rights and remedies,  
17 legal and equitable, available to them in any action by a non-party pertaining to the  
18 Clean Air Act, or any other federal, state or local statute, rule or regulation.

19 75. The amount in Section VI (CARB Mitigation and Costs Payment) is  
20 based on an analysis of the financial information submitted by Defendants, which  
21 demonstrated that Defendants have a limited ability to pay a civil penalty.  
22 Defendants hereby certify that the financial information provided is true, accurate,  
23 and complete and that there has been no material change in Defendants' financial  
24 condition between the time the financial information was submitted and the date of  
25 Defendants' execution of this California Partial Consent Decree. Notwithstanding  
26 any other provision of this California Partial Consent Decree, CARB reserves the  
27 right to reinstitute or reopen this action, or to commence a new action seeking relief  
28 other than as provided in this California Partial Consent Decree, if the financial

1 information Defendants provided is false, or in any material respect inaccurate or  
2 incomplete. This right is in addition to any other rights and causes of action, civil or  
3 criminal, that CARB may have under law or equity in such event.

4 76. Plaintiff reserves, and this California Partial Consent Decree is without  
5 prejudice to, all claims, rights, and remedies against Defendants with respect to all  
6 matters not expressly resolved in Paragraph 72. Notwithstanding any other  
7 provision of this California Partial Consent Decree, Plaintiff reserves all claims,  
8 rights, and remedies against Defendants with respect to:

9 a. Enforcement of the terms of this California Partial Consent Decree;

10 b. Except as specifically provided in Paragraph 72, civil penalties or  
11 further injunctive relief, including prohibitory and mandatory injunctive provisions  
12 intended to enjoin, prevent, and deter future misconduct, and/or incentivize its  
13 detection, disclosure, and/or prosecution; or to enjoin false advertising, the making  
14 of false or misleading statements or omissions, the engagement in any unfair or  
15 fraudulent business practices as prohibited by California Business and Professions  
16 Code §§ 17200, *et seq.*, violation of environmental laws, violation of consumer  
17 protection laws, or the use or employment of any practice that constitutes unfair  
18 competition;

19 c. All rights reserved by CARB under the US/CARB Consent Decree,  
20 except as provided under this California Partial Consent Decree, including  
21 Paragraph 72 of this California Partial Consent Decree;

22 d. Any criminal liability;

23 e. Any part of any claims for the violations of securities laws or the  
24 California False Claims Act, California Government Code §§ 12650 *et seq.*;

25 f. Any and all claims for relief to consumers, including claims for  
26 restitution, refunds, rescission, damages, or disgorgement;

27 g. Any other claims of any officer or agency of the State of California  
28 other than CARB;

1 h. Any and all claims of the California Attorney General; and

2 i. Any claims held by individual consumers.

3 77. This California Partial Consent Decree, including the release set forth in  
4 Paragraph 72, does not modify, abrogate, or otherwise limit the injunctive,  
5 administrative, and other relief to be provided by Defendants under, nor any  
6 obligation of any party or person under, the US/CARB Consent Decree.

7 78. By entering into this California Partial Consent Decree, Plaintiff is not  
8 enforcing the laws of other countries, including the emissions laws or regulations of  
9 any jurisdiction outside the United States. Nothing in this California Partial  
10 Consent Decree is intended to apply to, or affect, Defendants' obligations under the  
11 laws or regulations of any jurisdiction outside California. At the same time, the  
12 laws and regulations of other countries shall not affect Defendants' obligations  
13 under this California Partial Consent Decree.

14 79. This California Partial Consent Decree shall not be construed to limit the  
15 rights of Plaintiff to obtain penalties or injunctive relief, except as specifically  
16 provided in Paragraph 72. Plaintiff further reserves all legal and equitable remedies  
17 to address any imminent and substantial endangerment to public health or welfare  
18 or the environment arising at any of Defendants' facilities, or posed by the Subject  
19 Vehicles, whether related to the violations addressed in this California Partial  
20 Consent Decree or otherwise.

21 80. In any subsequent judicial proceeding initiated by Plaintiff for injunctive  
22 relief, civil penalties, or other appropriate relief relating to Defendants' violations,  
23 Defendants shall not assert, and may not maintain, any defense or claim based upon  
24 the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim  
25 preclusion, claim-splitting, or other defenses based upon any contention that the  
26 claims raised by Plaintiff in the subsequent proceeding were or should have been  
27 brought in the instant case, except with respect to the claims that have been  
28 specifically released pursuant to Paragraph 72.

1           81. This California Partial Consent Decree is not a permit, or a modification  
2 of any permit, under any federal, State, or local laws or regulations. Defendants are  
3 responsible for achieving and maintaining complete compliance with all applicable  
4 federal, State, and local laws, regulations, and permits, and Defendants' compliance  
5 with this California Partial Consent Decree shall be no defense to any action  
6 commenced pursuant to any such laws, regulations, or permits, except as set forth  
7 herein. Plaintiff does not, by its consent to the entry of this California Partial  
8 Consent Decree, warrant or aver in any manner that Defendants' compliance with  
9 any aspect of this California Partial Consent Decree will result in compliance with  
10 provisions of the Clean Air Act, or with any other provisions of United States,  
11 State, or local laws, regulations, or permits.

12           82. This California Partial Consent Decree does not limit or affect the rights  
13 of Defendants or Plaintiff against any third parties not party to this California  
14 Partial Consent Decree, nor does it limit the rights of third parties not party to this  
15 California Partial Consent Decree against Defendants, except as otherwise provided  
16 by law.

17           83. This California Partial Consent Decree shall not be construed to create  
18 rights in, or grant any cause of action to, any third party not a party to this  
19 California Partial Consent Decree. No such third party shall be entitled to enforce  
20 any aspect of this California Partial Consent Decree or claim any legal or equitable  
21 injury for a violation of this California Partial Consent Decree.

### 22                                   **XIII. NOTICES**

23           84. Unless otherwise specified in this California Partial Consent Decree,  
24 whenever any notification or other communication is required by this California  
25 Partial Consent Decree, or whenever any communication is required in any action  
26 or proceeding related to or bearing upon this California Partial Consent Decree or  
27 the rights or obligations under this California Partial Consent Decree, it shall be  
28 made in writing (except that if any attachment is voluminous, it shall be provided

1 on a disk, hard drive, or other equivalent successor technology), and shall be  
2 addressed as follows:

3 All Notices shall be provided at the email or mail addresses below, as  
4 applicable:

5 As to CARB by email:

6 HinoCD@arb.ca.gov

7 As to CARB by mail:

8 Chief Counsel  
9 California Air Resources Board  
10 Legal Office  
11 1001 I Street  
12 Sacramento, California 95814

13 All information should be submitted to CARB and the Office of the  
14 California Attorney General electronically without paper copies, where possible.

15 As to the Office of the California Attorney General (on behalf of CARB) by  
16 email:

17 Myung.Park@doj.ca.gov  
18 Mike.Cayaban@doj.ca.gov  
19 Ryan.Hoffman@doj.ca.gov  
20 Josh.Caplan@doj.ca.gov  
21 Corey.Moffat@doj.ca.gov

22 As to the Office of the California Attorney General (on behalf of CARB) by  
23 mail:

24 Ryan R. Hoffman  
25 Deputy Attorney General  
26 Natural Resources Law Section  
27 California Department of Justice  
28 455 Golden Gate Avenue, Suite 11000  
San Francisco, CA 94102

As to Defendants by mail:

Lanny Breuer  
Noam Kutler

1 Jack Mizerak  
2 Covington & Burling LLP  
3 850 10th Street Northwest  
4 Washington, DC 20001  
5 Telephone: (202) 662-6000

6 As to Defendants by email:

7 lbreuer@cov.com  
8 nkutler@cov.com  
9 jmizerak@cov.com  
10 123388@hino.co.jp  
11 MKulick@HMMUSA.COM  
12 SChacko@hino.com

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

15 **XIV. EFFECTIVE DATE**

16 86. The Effective Date of this California Partial Consent Decree shall be  
17 deemed to be the US/CARB Consent Decree Effective Date.

18 **XV. RETENTION OF JURISDICTION**

19 87. The Court shall retain jurisdiction over this case until termination of this  
20 California Partial Consent Decree, for the purpose of resolving disputes arising  
21 under this California Partial Consent Decree, entering orders modifying this  
22 California Partial Consent Decree, or effectuating or enforcing compliance with the  
23 terms of this California Partial Consent Decree. The Court shall retain jurisdiction  
24 over this case for the provisions of this California Partial Consent Decree that  
25 remain after termination.

26 **XVI. SIGNATORIES/SERVICE**

27 88. Each undersigned representative of Defendants and Plaintiff certifies that  
28 he or she is fully authorized to enter into the terms and conditions of this California  
Partial Consent Decree and to execute and legally bind the Party he or she  
represents to this document. The Office of the California Attorney General (in its

1 capacity as legal counsel to CARB) and CARB represent that they have the  
2 authority to execute this California Partial Consent Decree on behalf of Plaintiff  
3 and that, upon entry, this California Partial Consent Decree is a binding obligation  
4 enforceable against Plaintiff under applicable law.

5 89. This California Partial Consent Decree may be signed in counterparts,  
6 and its validity shall not be challenged on that basis. For purposes of this California  
7 Partial Consent Decree, a signature page that is transmitted electronically (e.g., by  
8 facsimile or emailed “PDF”) shall have the same effect as an original.

## 9 **XVII. INTEGRATION**

10 90. This California Partial Consent Decree with the Appendices constitutes  
11 the final, complete, and exclusive agreement and understanding among the Parties  
12 with respect to the settlement embodied in this California Partial Consent Decree  
13 and supersedes all prior agreements and understandings, whether oral or written,  
14 concerning the settlement embodied herein, with the exception of the US/CARB  
15 Consent Decree. The Parties acknowledge that there are no documents,  
16 representations, inducements, agreements, understandings or promises that  
17 constitute any part of this California Partial Consent Decree or the settlement it  
18 represents other than those expressly contained or referenced in this California  
19 Partial Consent Decree. The following Appendices are incorporated by reference:

20 a. Appendix A: OBD Test Protocol

21 b. Appendix B: OBD Clusters

22 c. Appendix C: Preapproved OBD Noncompliances

23 d. Appendix D: Additional Reported OBD Noncompliances Template

24 e. Appendix E: Subject Engines

## 25 **XVIII. MODIFICATION**

26 91. The terms of this California Partial Consent Decree may be modified  
27 only by a subsequent written agreement signed by the Parties. Where the  
28 modification constitutes a material change to this California Partial Consent Decree,



1 it shall be effective only upon approval by the Court. Plaintiff will file any non-  
2 material modifications with the Court. The correction of scrivener's errors will be  
3 considered non-material modifications.

#### 4 **XIX. TERMINATION**

5 92. With the exception of the injunctive provisions listed in Section IV  
6 (Injunctive Provisions), termination of this California Partial Consent Decree shall  
7 occur no earlier than: (a) 5 years after Defendants' submission of the CARB  
8 Mitigation Payment required under Section VI (CARB Mitigation and Costs  
9 Payment); (b) Defendants' submission of any and all stipulated penalty payments  
10 required under Section VII (Stipulated Penalty Payments); (c) Defendants'  
11 completion of all requirements under the US/CARB Consent Decree; (d)  
12 Defendants' compliance with all OBD requirements under Section V (On-Board  
13 Diagnostic Demonstration), including demonstration testing and submission of the  
14 Emission Modification OBD Demonstration Report, PEVE L3 Testing Report, and  
15 OBD Interim Reports; and (e) Defendants' completion of all repairs, modifications,  
16 or recalls to remedy all Inspection and Maintenance (Clean Truck Check) OBD  
17 Noncompliances identified within 5 years of the Date of Lodging as required in  
18 Paragraph 16. If those requirements are satisfied, this California Partial Consent  
19 Decree may be terminated, notwithstanding specified requirements that shall  
20 continue after termination.

21 93. The injunctive provisions listed in Section IV (Injunctive Provisions) of  
22 this California Partial Consent Decree shall terminate upon termination of the  
23 US/CARB Consent Decree pursuant to Section XIX (Termination) of that  
24 document.

#### 25 **XX. FINAL JUDGMENT**

26 94. Upon approval and entry of this California Partial Consent Decree by the  
27 Court, this California Partial Consent Decree shall constitute a final judgment of the  
28 Court as to Plaintiff and Defendants with respect to the Claims alleged in the

1 California Complaint regarding the Subject Vehicles. The Court finds that there is  
2 no just reason for delay and therefore enters this judgment as a final judgment  
3 under Fed. R. Civ. P. 54 and 58.

4  
5 Dated and entered this \_\_\_\_ day of \_\_\_\_\_, 2025.

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7 \_\_\_\_\_  
8 UNITED STATES DISTRICT JUDGE  
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1 FOR THE PEOPLE OF THE STATE OF CALIFORNIA BY AND THROUGH  
2 THE CALIFORNIA AIR RESOURCES BOARD:

3  
4 Date: \_\_\_\_\_

\_\_\_\_\_  
5 MYUNG J. PARK  
6 Supervising Deputy Attorney General  
7 RYAN R. HOFFMAN  
8 JOSHUA M. CAPLAN  
9 COREY M. MOFFAT  
10 Deputy Attorneys General  
11 California Department of Justice  
12 Office of the Attorney General  
13 455 Golden Gate Avenue, Suite 11000  
14 San Francisco, CA 94102  
15  
16  
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28

1 FOR THE CALIFORNIA AIR RESOURCES BOARD:

2  
3 Date: \_\_\_\_\_

4 \_\_\_\_\_  
LIANE RANDOLPH  
Chair  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

8  
9 \_\_\_\_\_  
STEVEN S. CLIFF, PH.D.  
Executive Officer  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

14 \_\_\_\_\_  
ELLEN M. PETER  
Chief Counsel  
ABIGAIL D. MAY  
Deputy Counsel  
SHANNON DILLEY  
Assistant Chief Counsel  
IAN CECERE  
Senior Attorney  
ALLISON SWEENEY  
Attorney

21  
22 Legal Office  
California Air Resources Board  
23 1001 I Street  
24 Sacramento, CA 95814

1 FOR HINO MOTORS, LTD.:  
2  
3

4 \_\_\_\_\_  
Date

\_\_\_\_\_  
SATOSHI OGISO  
President & Chief Executive Officer

FOR HINO MOTORS MANUFACTURING U.S.A., INC.:

Date

DAVEY JUNG

President & Chief Executive Officer

1 FOR HINO MOTORS SALES U.S.A., INC.:  
2  
3

4 \_\_\_\_\_  
5 Date

\_\_\_\_\_ GLENN ELLIS  
President & Chief Executive Officer  
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1 COUNSEL FOR HINO MOTORS, LTD.,  
2 HINO MOTORS MANUFACTURING U.S.A., INC., AND  
3 HINO MOTORS SALES U.S.A., INC.:  
4

5 \_\_\_\_\_  
Date

\_\_\_\_\_ LANNY BREUER

MARK FINUCANE

NOAM KUTLER

JOHN MIZERAK

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Washington, DC 20001

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