

FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

DEC 12 2024

SEAN F. McAVOY, CLERK
SPOKANE, WASHINGTON

1 Vanessa R. Waldref
2 United States Attorney
3 Eastern District of Washington
4 Dan Fruchter
5 Jacob E. Brooks
6 Assistant United States Attorneys
7 Gwendolyn Russell
8 Special Assistant United States Attorney
9 Post Office Box 1494
10 Spokane, WA 99210-1494
11 Telephone: (509) 353-2767

9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

2:24-CR-00057-TOR

12 Plaintiff,

PLEA AGREEMENT

13 vs.

14 PT EXPRESS, LLC,

15 Defendant.

17
18 Plaintiff, United States of America, by and through Vanessa R. Waldref, United
19 States Attorney for the Eastern District of Washington and Dan Fruchter and Jacob E.
20 Brooks, Assistant United States Attorneys, and Gwendolyn Russell, Special Assistant
21 United States Attorney, and Defendant PT EXPRESS, LLC (hereinafter "Defendant")
22 and Defendant's counsel, Christian Phelps, agree to the following Plea Agreement:

23 1. Guilty Pleas and Maximum Statutory Penalties:

24 Defendant agrees to plead guilty to Count 1 of the Indictment returned by the
25 Grand Jury on April 17, 2024, charging Defendant with Conspiracy to Violate the Clean
26 Air Act, in violation of 18 U.S.C. § 371, 42 U.S.C. § 7413(c)(2)(C), a Class D felony.
27 Defendant, PT EXPRESS, LLC, agrees to plead guilty to Count 13 of the Indictment
28 returned by the Grand Jury on April 17, 2024, charging Defendant with False, Fictitious,
Plea Agreement- 1 of 25

1 or Fraudulent claims, in violation of 18 U.S.C. § 287, a Class D felony. Defendant
2 understands that the following potential penalties apply:

- 3 (a) not more than a 5-year term of probation;
- 4 (b) a fine not to exceed \$500,000;
- 5 (c) restitution; and
- 6 (d) a \$400 special penalty assessment.

7 2. The Court is Not a Party to the Agreement:

8 The Court is not a party to this Plea Agreement and may accept or reject it.
9 Defendant acknowledges that no promises of any type have been made to Defendant
10 with respect to the sentence the Court will impose in this matter.

11 Defendant understands the following:

- 12 a. sentencing is a matter solely within the discretion of the Court;
 - 13 b. the Court is under no obligation to accept any recommendations
14 made by the United States or Defendant;
 - 15 c. the Court will obtain an independent report and sentencing
16 recommendation from the United States Probation Office;
 - 17 d. the Court may exercise its discretion to impose any sentence it
18 deems appropriate, up to the statutory maximum penalties;
 - 19 e. the Court is required to consider the applicable range set forth in the
20 United States Sentencing Guidelines, but may depart upward or
21 downward under certain circumstances; and
 - 22 f. the Court may reject recommendations made by the United States or
23 Defendant, and that will not be a basis for Defendant to withdraw
24 from this Plea Agreement or Defendant's guilty plea.
- 25
26
27
28

3. Defendant PT EXPRESS, LLC

Defendant PT EXPRESS, LLC understands that this Plea Agreement is intended to bind PT EXPRESS, LLC, and that if the Defendant changes names, reorganizes, merges, or otherwise ceases operations in its current form, the person or entity acquiring the assets or taking over the operation of Defendant’s company shall take over the obligations of this Plea Agreement. The Defendant further agrees to provide the United States Attorney’s Office for the Eastern District of Washington and the United States Probation Office for the Eastern District of Washington with immediate notice of any name change, business reorganization, sale or purchase of assets, divestiture of assets, or similar action impacting the operation of its business.

No name change, change in corporate or individual control, business reorganization, change in ownership, merger, change of legal status, sale or purchase of assets, or similar action shall alter the Defendant’s responsibilities under this Plea Agreement. The Defendant shall not engage in any action to seek to avoid the obligations and conditions set forth in this Plea Agreement. This Plea Agreement, together with all of the obligations and terms thereof, shall inure to the benefit and shall bind assignees, subsidiaries, successors-in-interest, or transferees of the Defendant.

4. Waiver of Constitutional Rights:

Defendant understands that by entering these pleas of guilty, Defendant is knowingly and voluntarily waiving certain constitutional rights, including:

- (a) The right to a jury trial;
- (b) The right to see, hear, and question the witnesses;
- (c) The right to remain silent at trial;
- (d) The right to testify at trial; and
- (e) The right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands he retains the right to be assisted through the sentencing and any direct appeal of the conviction and sentence by an attorney, who will be appointed at no cost if Defendant

1 cannot afford to hire an attorney. Defendant understands and agrees that any defense
2 motions currently pending before the Court are mooted by this Plea Agreement, and
3 Defendant expressly waives Defendant's right to bring any additional pretrial motions.

4 5. Elements of the Offense:

5 The parties agree that, in order to convict Defendant of Conspiracy to Violate the
6 Clean Air Act, in violation of 18 U.S.C. § 371, 42 U.S.C. § 7413(c)(2)(C), as charged
7 in Count 1, the United States would have to prove beyond a reasonable doubt the
8 following elements:

- 9 - First, between on or about August 2, 2017 and on or about November 30,
10 2023, in the Eastern District of Washington and elsewhere, there was an
11 agreement between at least two people to violate the Clean Air Act by
12 tampering with or rendering inaccurate monitoring devices required by the
13 Clean Air Act;
14 - Second, Defendant became a member of the conspiracy knowing of at least
15 one of its objects and intending to help accomplish it; and
16 - Third, one of the members of the conspiracy performed at least one overt act.

17 The United States and Defendant agree that in order to convict Defendant of
18 Making and Presenting a False, Fictitious, and Fraudulent Claim, in violation of 18
19 U.S.C. § 287, as charged in Count 13, the United States would have to prove the
20 following beyond a reasonable doubt.

- 21 - First, on or about June 26, 2020, in the Eastern District of Washington and
22 elsewhere, Defendant made or presented a claim against the United States
23 Small Business Administration;
24 - Second, Defendant knew that the claim was false or fraudulent at the time it
25 was made; and
26 - Third, the fraudulent matter was material; that is, it had a natural tendency to
27 influence, or was capable of influencing, the United States Small Business
28 Administration to part with money;

1 6. Factual Basis and Statement of Facts:

2 The parties stipulate and agree that the United States could prove the following
3 facts beyond a reasonable doubt at trial, and these facts constitute an adequate factual
4 basis for Defendant’s guilty pleas. This statement of facts does not preclude either party
5 from presenting and arguing, for sentencing purposes, additional facts which are
6 relevant to the guideline computation or sentencing, unless otherwise prohibited in this
7 agreement.

8 Defendant and Co-Defendants

9 At all relevant times, Pavel Ivanovich Turlak (Turlak) was a resident of
10 Washington, and conducted business through his company, Defendant PT EXPRESS,
11 LLC, which had its principal place of business in Spokane, Washington. Defendant PT
12 EXPRESS LLC is a Spokane, Washington-based company that specializes in cross-
13 country transportation and warehousing. Defendant PT EXPRESS LLC primarily
14 utilizes diesel engine pickup trucks hauling open flatbed trailers for “hot shot” trucking.
15 “Hot shot” trucking involves delivering smaller, time-sensitive loads within a specified
16 timeline to a location utilizing diesel pickup trucks. At all relevant times between
17 August 2017 and November 2023, Ryan Hugh Milliken (Milliken) was a resident of
18 Navarre, Florida, and operated the aftermarket diesel truck tuning business Hardway
19 Solutions, LLC d/b/a Hardway Performance, which had its principal place of business
20 in Mary Esther, Florida. Hardway Performance, acting through Ryan Hugh Milliken
21 and others, provided automotive services for customers, including providing custom
22 engine tuning software for diesel engine trucks, including for Turlak and his companies.

23 The Clean Air Act and Required Pollution Controls and Monitoring Devices

24 The Clean Air Act directs the United States Environmental Protection Agency
25 (EPA) to issue regulations limiting the amount of pollutants that motor vehicles,
26 including diesel vehicles, can emit. To meet these emission standards, vehicle
27 manufacturers design and install certain hardware devices as components of an
28 emissions control system to manage and treat engine exhaust. This reduces the levels

1 of pollutants such as nitrogen oxides, particulate matter, carbon monoxide, and non-
2 methane hydrocarbons that are emitted into the air from tailpipe exhaust and keeps those
3 emissions within regulatory limits. For diesel engines, such emissions control devices
4 include diesel particulate filters (“DPF”), exhaust gas recirculation (“EGR”) systems,
5 diesel oxidation catalysts (“DOC”), and selective catalytic reduction (“SCR”) systems.
6 These hardware emissions control devices are critical components of a diesel vehicle’s
7 emissions control system and are essential to ensuring that the vehicle complies with
8 the Clean Air Act’s emissions standards.

9 EPA regulations also require manufacturers to install on-board diagnostic
10 (“OBD”) systems on vehicles and engines to ensure that emissions control systems
11 continue to operate properly. OBD systems must be capable of monitoring all emission-
12 related engine systems or components, including the EGR system, the DOC, the DPF,
13 and the SCR system.

14 The OBD system operates within a vehicle’s engine control module (“ECM”)
15 (sometimes referred to as the engine or electronic control unit or “ECU”). The OBD is
16 composed of software and sensors that monitor emissions-related engine systems and
17 components for malfunctions that may increase emissions. If an emissions-related
18 malfunction or problem occurs, the OBD system causes a malfunction indicator light
19 (“MIL”) to be illuminated on the vehicle’s dashboard to alert the driver and a diagnostic
20 trouble code (“DTC”) to be stored in the OBD’s memory. These functions facilitate the
21 detection and diagnosis of a malfunction in the emissions control system. Removal,
22 disconnection, or malfunction of certain powertrain components, including emissions
23 control hardware, may cause the control system to limit the top speed of some vehicles
24 to as low as five miles per hour (an effect commonly referred to as “limp mode” or
25 “power reduced mode”), providing an incentive for the vehicle’s operator to seek repairs
26 and to prevent damage to other components.

27 OBD systems are monitoring devices or methods required to be maintained or
28 followed under the Clean Air Act to ensure that both the emissions-monitoring

1 computer software and the hardware emissions control devices of vehicles are
2 functioning properly. Persons seeking to evade the Clean Air Act's pollution controls
3 for heavy-duty diesel vehicles have developed methods of modifying or removing
4 emissions control systems and rendering the OBDs inaccurate. These modifications
5 may be undertaken to avoid repair and maintenance costs associated with emissions
6 controls and to improve the horsepower, torque, fuel efficiency, or other characteristics
7 of diesel engines. These unlawful modifications result in a dramatic increase in multiple
8 pollutants being emitted by each vehicle.

9 One method of disabling a manufacturer-installed emissions control system is to
10 remove the portion of the vehicle's exhaust system that contains some of the emissions
11 control equipment, such as the DOC and SCR catalyst, and replace it with a section of
12 hollow exhaust tubing sometimes referred to as a "straight pipe." These "straight pipes"
13 funnel the vehicle's exhaust through the tailpipe, with no reduction in pollutants.
14 Alternatively, the DPF, DOC, and SCR can be hollowed out by removing the
15 operational internal contents (e.g., catalyst substrate), and then reconnected to the
16 exhaust pipe. This gives the appearance that the components are still intact but
17 eliminates their effective function. The EGR can be disabled through the installation
18 of "block plates" that cover the EGR valve and prevent the recirculation of exhaust.
19 Additionally, certain functions of emissions control components can be electronically
20 disabled.

21 To prevent an OBD system from detecting that the emissions controls have been
22 modified or removed, the ECM is reprogrammed to disable at least some of the OBD
23 monitoring functions and to modify other engine functions related to the operation of
24 emissions controls (e.g., turning off diesel exhaust fluid ("DEF") injection, turning off
25 DPF regenerations, and remapping other parameters to account for the removed or
26 disabled emissions controls). If an ECM is not reprogrammed after modification or
27 removal of emissions control equipment, a properly functioning OBD will detect the
28 malfunction or removal of the emissions control equipment, trigger a MIL alert, store a

1 DTC and, in certain instances, cause the vehicle to go into limp mode. For example,
2 DEF is injected into the SCR system to treat nitrogen oxides in the exhaust as the
3 exhaust flows through the SCR catalyst. DEF is used up as the engine is operated, and
4 if it is not refilled, the OBD system will notify the driver that DEF level is low. If not
5 remedied, the OBD will cause the vehicle to go into limp mode.

6 The act of tampering with, disabling, or removing emissions-related software or
7 hardware is sometimes referred to as “deletion” or “deleting.” Reprogramming the
8 ECM, including the OBD system, as part of the emissions control deletion can be
9 referred to as “tuning” or “reflashing” the vehicle. One method used to prevent the OBD
10 from detecting a malfunction in the emission control system involves connecting a
11 laptop computer to the vehicle’s OBD through the OBD port and “flashing”
12 (reprogramming) the OBD. Another common method involves installing a tune file on
13 the OBD through a tuning device (sometimes referred to as a “tuner”) that is connected
14 to the OBD through the OBD port.

15 Reprogramming an OBD to prevent it from detecting the removal or disabling of
16 emission control systems components constitutes tampering with and rendering
17 inaccurate a monitoring device required under the Clean Air Act.

18 Defendants’ Criminal Conspiracy to Violate the Clean Air Act

19 Beginning no later than August 2, 2017 and continuing until at least November
20 30, 2023, Defendant PT EXPRESS LLC, acting through Turlak and others, purchased
21 and installed delete tune files designed to illegally tamper with OBDs, which Turlak
22 then loaded onto Defendant’s trucks. Turlak paid Defendant for these delete tune files,
23 which Defendant created for specific vehicles and vehicle identification number (VINs)
24 at Turlak’s request.

25 On January 10, 2020, the Environmental Appeals Board entered an
26 administrative consent agreement between the United States Environmental Protection
27 Agency and Milliken and his company, Hardway Performance. As part of the consent
28 agreement, Milliken and Hardway Performance stipulated and admitted to manufacture

1 and selling “tunes” designed to modify the programming on ECMs of diesel trucks. As
2 a further part of the consent agreement, Milliken and Hardway Performance did not
3 explicitly admit to having violated the law; however, both agreed to pay a civil penalty
4 of \$45,000, which reflected a reduced penalty because Milliken and Hardway
5 Performance “demonstrate[d] their inability to pay a higher civil penalty.” Finally,
6 Milliken, on his own behalf and on behalf of Hardway Performance, certified and
7 promised as part of the consent agreement that “they will not manufacture, sell, offer
8 for sale, or install any Defeat Device that defeats, bypasses, or otherwise renders
9 inoperative any emissions-related device or element of design on a motor vehicle or
10 motor vehicle engine subject to regulation under Title II of the [Clean Air Act]...”

11 Both before and in violation of this consent agreement, Hardway Performance,
12 acting through Milliken and others, continued to manufacture and sell defeat devices,
13 to wit, software designed to defeat, bypass and tamper with OBDs, and to render them
14 inaccurate and inoperative, to Turlak and others. Milliken and Hardway Performance
15 provided Turlak approximately 39 delete tunes between August 2017 and November
16 2023. Turlak, in turn, utilized these delete tunes to tamper with and render inoperative
17 diesel trucks utilized by his companies, including Defendant PT EXPRESS, LLC.

18 For example, on or about February 13, 2019, Turlak emailed Hardway
19 Performance’s general email account requesting to purchase “another tune and vin
20 license. Its a (63) 2018 Ram 3500 Aisin. regular pickup. Vin #3C63R3GL5JG330936.
21 Need it to be a stock deleted tune.” On or about that same day, an employee of
22 Hardway Performance (Hardway Employee 1) emailed four tune files created by Ryan
23 Hugh Milliken to Turlak, including a file named
24 “STOCKDELETE_PUAISIN_V33.1_75MPH_0936.bbx.” Turlak used the delete
25 tune file supplied by Ryan Hugh Milliken to disable emissions system hardware and
26 tamper with and render inaccurate the OBD system on the 2018 RAM 3500, VIN #
27 3C63R3GL5JG330936, registered to Turlak’s spouse and utilized as part of
28 Defendant’s business.

1 On or about February 4, 2020, Turlak emailed a second employee of Hardway
2 Performance (Hardway Employee 2), "I need to buy a stock delete tune please. For a
3 2016 Ram 3500. Aisin Trans. Regular pickup. Vin#3C63RGL1GG198377." That day,
4 Hardway Employee 2 replied, "I will forward all this over to Ryan and get this added
5 to your tab. I run cards on Mondays for tuning orders. Thanks."

6 During the same period, on or about March 20, 2020, Turlak emailed Ryan Hugh
7 Milliken to ask about tuning for newer 2019 vehicles, writing, "Ryan I was wondering
8 if the 5th gen tunes are rolling well? If so how are the HO engines with lower
9 compression working out as far as tuning. I've tried 2 companies seems like their tunes
10 are fairly raw. Just getting a little tired of raw tunes. [Hardway Employee 2] said you
11 started tuning the 19s so hoping you got them figured out. What are you seeing for mpg
12 improvements and power gains? Also hows the aisin reacting to your tunes. Both other
13 companies made the trans do weird stuff. Thank you for your time." On or about March
14 23, 2020, Ryan Hugh Milliken replied: "The 2019's are a lot like the 13-18 trucks as
15 far as tuning goes so, if you like the way those run from us, that's how the new ones run
16 too. Until EFI offers it thru their software, we don't have any CSP or SOTF for them,
17 not that I use that on any of my trucks anyway but for some reason its important to some
18 people." The following day, Turlak replied to the email chain, "What can you do price
19 wise for a stock deleted tune once I test it out, I would like to test the csp files once they
20 are available. If I like the stock deleted file I'll start using them in my other 19s. But the
21 test will be for my personal truck. 19 ram 3500 aisin trans. Regular pickup. Thank you."

22 On or about July 22, 2020, Turlak emailed Ryan Hugh Milliken to request a
23 "stock deleted" tune for a 2015 RAM 3500 with VIN 3C63R3ML8FG512237. On or
24 about July 30, 2020, Ryan Hugh Milliken emailed Turlak the requested delete tune file,
25 "STOCKD_PUAISIN_V33.1_3C63R3ML8FG512237.ctz." Ryan Hugh Milliken cc'd
26 Hardway Employee 2 and a fourth employee of Hardway Performance (Hardway
27 Employee 4) on the email providing the delete tune file. That day, Turlak emailed Ryan
28 Hugh Milliken to report issues with the tune file, writing: "Thank you but I get 0532. I

1 double checked that I'm using the right controller. Restarted both devices, still no luck.
2 I remember having this issue couple months ago and [Hardway Employee 2] formatting
3 it to bbx some how fixed it. Idk how but thats how I got around it that time. Could you
4 please help. Thank you kindly." On or about July 31, 2020, Turlak emailed Hardway
5 Employee 2, writing " THANK YOU FOR HELPING OUT. HERE IS THE TUNE
6 THATS THROWING THE CODE 0532." Turlak attached the tune file,
7 "STOCKD_PUAISIN_V33.1_3C63R3ML8FG512237.ctz." That day, Hardway
8 Employee 2 emailed Turlak a new delete tune file in the ".bbx" format,
9 "STOCKD_PUAISIN_V33.1_3C63R3ML8FG512237.bbx." Hardway Employee 2
10 wrote "Not sure if this will fix your issue... But its worth a shot I suppose. If this doesn't
11 work, email Ryan back in the same chain as you got the tune from and he can look into
12 it." Later that day, Turlak replied to Hardway Employee 2 by email, "Bbx tune file did
13 the trick. Thank you kindly." Later that day, Turlak again emailed Hardway Employee
14 2 about the tune file, writing: "[I]t did the trick, thank you. One thing I'm fighting with
15 it code p2495. I thought with the tune all egr related codes should be shut off. Any
16 ideas?"

17 Additionally, on or about August 14, 2020, Turlak emailed Ryan Hugh Milliken
18 to request a delete tune: "I would like to order a stock delete tune for a 2019 Ram 3500
19 regular truck. Aisin Trans. Could you please get me a vin license as well. Vin
20 #3C63R3GL5KG682884. Esn# 59274017." On or about August 17, 2020, Turlak
21 placed an order with Hardway Performance for a "stock delete file" for a "regular 2019
22 Ram with aisin. Stock truck with 4 inch straight pipe" and VIN #
23 3C63R3GL5KG682884. On or about August 21, 2020, Ryan Hugh Milliken emailed
24 Turlak the requested delete tune file,
25 "19PUAisin_QUICKSETUP_3C63R3GL5KG682884.bbx". On or about that same
26 date, Turlak used the delete tune file supplied by Ryan Hugh Milliken to disable
27 emissions system hardware and tamper with and render inaccurate the OBD system on
28 the 2019 RAM 3500, VIN # 3C63R3GL5KG682884, registered to Turlak's spouse and

1 utilized by Defendant. On or about that same date, Turlak responded to Ryan Hugh
2 Milliken's email "Got the tune installed. Engine pulls good runs good. Can't set cruise
3 control. I'll attach a picture. Nothing wrong with the truck. Cruise control worked great
4 right before the tune. I didnt [sic] even do a physical delete on the truck. Just wanted to
5 see how the tune will work on it. No cruise control. Nothing was unplugged yet."

6 Moreover, on November 27, 2020, Turlak emailed Ryan Hugh Milliken
7 requesting "three stock delete tunes limited to 70 mph." Turlak provided the model and
8 vehicle identification number ("VIN") for three vehicles, including a 2017 Ram 3500,
9 VIN# 3C63RRJL0HG719053. Turlak directed Ryan Hugh Milliken to "Go ahead and
10 charge my credit card you have on file." On December 1, 2020, Ryan Hugh Milliken
11 emailed Turlak as follows: "See attached max vin slot code as well as 3 stockD files
12 limited at 70mph for the vin's you listed." Attached to the email were three files,
13 including a file named
14 "3C63RRJL0HG719053_STOCKD_PUAISIN_V33.1_70MPH.ctz", intended to be
15 used to tamper with the OBD systems of the three vehicles. Ryan Hugh Milliken cc'd
16 Hardway Employee 2 on this email providing the tune files to Turlak. Turlak used the
17 tune file supplied by Ryan Hugh Milliken to disable emissions system hardware and
18 tamper with and render inaccurate the OBD system on the 2017 RAM, VIN #
19 3C63RRJL0HG719053, registered to Turlak and utilized as part of Defendant's
20 business.

21 Additionally, on or about March 25, 2021, Turlak emailed Ryan Hugh Milliken
22 stating, "I would like to order a stock D[delete tune] for a 2019 Ram 3500. Regular
23 pickup. Aisin trans. Stock D. Limit the speed to 70mph please. Vin#
24 3C63R3GL9KG542515." On or about March 26, 2021, Ryan Hugh Milliken responded
25 via email: "I'll fill the PO for that 2019 but I dont want to do anymore, its a platform I
26 have no interest in supporting in the same manner as we do the older trucks because,
27 well you know why." Ryan Hugh Milliken cc'd Hardway Employee 2 on this response
28 email. On or about March 31, 2021, Ryan Hugh Milliken emailed Turlak: "See attached

1 file for 19 PU Aisin, please don't consider us for any more files on the 19+ platform. I
 2 might work on some stuff in the future but as of right now I dont plan on supporting the
 3 platform like we do the older ones, this attached file should get you by...." Ryan Hugh
 4 Milliken attached a file to the email named
 5 "1920PUAISIN_SYM_CSP_V8_3C63R3GL9KG542515.ctz," which was a delete
 6 tune file that Ryan Hugh Milliken created and supplied to Turlak for the purpose of
 7 tampering with and rendering inaccurate the OBD system on the 2019 Ram 3500 with
 8 VIN #3C63R3GL9KG542515, registered to Turlak and utilized as part of Defendant's
 9 business.

10 On November 30, 2023, agents with EPA's Criminal Investigation Division
 11 executed a search warrant at Turlak's business locations at 4207 E Rowan Ave.,
 12 Spokane, Washington 99217 and 4219 E Rowan Ave., Spokane, Washington 99217, in
 13 the Eastern District of Washington. EPA's National Enforcement Investigations Center
 14 ("EPA-NEIC") provided field technical inspection of vehicles located on the properties
 15 with remote assistance from EPA contractor Eastern Research Group, Inc. EPA-NEIC
 16 performed physical inspections and digital scans of the OBD systems on eight vehicles
 17 located on the properties. EPA-NEIC observed disabling of the emissions control
 18 hardware components and illegal tampering with the OBD systems required by the
 19 Clean Air Act on seven of the eight vehicles. Relevant here, EPA-NEIC observed this
 20 conduct on the following five vehicles, each using a delete tune file created and supplied
 21 by Hardway Performance, acting through Ryan Hugh Milliken and others, to Turlak:

NEIC Veh. No.	VIN	Vehicle Manufacturer, Year, Make	Digital Evidence of OBD tampering?	Visual Inspection
1	3C63RRJL0HG719053	2017 Fiat Chrysler Automobiles US LLC (FCA) RAM 3500	Yes	Discreet EGR block plates observed
3	3C63R3GL5JG330936	2018 FCA RAM 3500	Yes	Discreet EGR block plates observed
4	3C63R3GL9KG542515	2019 FCA RAM 3500	Yes	Discreet EGR block plates observed

5	3C63R3GL5LG272328	2020 FCA RAM 3500	Yes	Discreet EGR block plates observed
8	3C63R3GL5KG682884	2019 FCA RAM 3500	Yes	Discreet EGR block plates observed

Defendant admits that between August 2, 2017 and November 30, 2023, in the Eastern District of Washington and elsewhere, Defendant PT EXPRESS LLC, acting through Turlak and others, along with Milliken, Milliken’s company, and others, conspired and agreed to violate the Clean Air Act by tampering with and rendering inoperable required monitoring devices and methods, and that, in furtherance of that conspiracy, Defendant PT EXPRESS LLC, Turlak, and their conspirators committed overt acts, including the above.

The CARES Act and the EIDL Program

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was a federal law enacted on March 27, 2020, designed to provide emergency financial assistance to the millions of Americans who were suffering the economic effects caused by the COVID-19 pandemic. The CARES act authorized COVID-19 pandemic related funding for the Economic Injury Disaster Loan (EIDL) program. EIDL is a Small Business Administration (SBA) program that provides low-interest funding to small businesses, renters, and homeowners affected by declared disasters. The EIDL program also offered Targeted EIDL Advance and Supplemental Targeted Advance grants for certain qualifying businesses that did not have to be repaid.

In order to obtain an EIDL and advance, a qualifying business must submit an application to the SBA and provide information about its operations, such as the number of employees, gross revenues for the 12-month period preceding the disaster, and cost of goods sold in the 12-month period preceding the disaster. In the case of EIDLs for COVID-19 relief, the 12-month period was the year preceding January 31, 2020. The applicant must confirm in the application that that the applicant is not engaged in any illegal activity as defined by Federal guidelines and to certify that all the information in the application is true and correct to the best of the applicant’s knowledge.

1 The amount of an EIDL, if the application is approved, is determined based, in
2 part, on the information provided in the application about employment, revenue, and
3 cost of goods, as set forth above. Any funds issued under an EIDL or advance are issued
4 directly by the SBA. EIDL funds can be used for payroll expenses, employee sick leave,
5 production costs, and business obligations and expenses, such as business debts, office
6 rent, and office mortgage payments.

7 Defendant's False, Fictitious, and Fraudulent Claims

8 Beginning no later than on or about June 26, 2020, and continuing through at
9 least on or about July 13, 2020, in the Eastern District of Washington and elsewhere,
10 Defendant PT EXPRESS LLC, acting through Turlak and others, knowingly submitted
11 materially false and fraudulent claims to the United States Small Business
12 Administration in order to obtain EIDL funds. Defendant falsely stated, and caused to
13 be stated, in each EIDL application submitted for Defendant that the business was not
14 engaged in any illegal activity as defined by Federal guidelines and certified that this
15 information was true and correct. This certification was materially false and fraudulent.
16 In fact, Defendant and Turlak knew that the business was engaged in illegal activity by
17 tampering with emissions monitoring systems in violation of the Clean Air Act and,
18 therefore, was ineligible for EIDL funding.

19 On or about June 26, 2020, Turlak submitted, and caused to be submitted, to the
20 SBA an EIDL application, number 3306796612, for an EIDL under the name of his
21 company, Defendant PT EXPRESS LLC. Turlak signed for and submitted, and caused
22 to be submitted, the final application via interstate wires on or about July 13, 2020.

23 Turlak represented in the application that Defendant PT EXPRESS LLC was not
24 engaged in any illegal activity as defined by Federal guidelines and certified this
25 information was true and correct. This information and certification were materially
26 false and fraudulent. In fact, Turlak and his company, Defendant PT EXPRESS LLC,
27 were actively engaged in a conspiracy to tamper with and render inaccurate monitoring
28 devices and methods required under the Clean Air Act, in violation of Title 42 U.S.C.

1 § 7413(c)(2)(C) for motor vehicles registered to Defendant PT EXPRESS LLC and
2 otherwise used in the transportation business for Defendant PT EXPRESS LLC.
3 Defendant PT EXPRESS LLC's participation in a then-ongoing criminal scheme and
4 conspiracy with respect to trucks registered to and owned and used by Turlak and his
5 company, Defendant PT EXPRESS LLC, made Defendant PT EXPRESS LLC
6 ineligible for any EIDL funding.

7 Based on Defendant's representation that Defendant PT EXPRESS LLC was not
8 engaged in illegal activity, on or about June 29, 2020, SBA electronically transferred a
9 \$1,000 EIDL advance to an Umpqua bank account associated with Defendant PT
10 EXPRESS LLC.

11 Based on Defendant's representation that the applicant was not engaged in illegal
12 activity, the SBA approved EIDL application 3306796612 under the name of Defendant
13 PT EXPRESS LLC, which was assigned SBA EIDL number 2739458102. As a result
14 of the materially false and fraudulent representations and certifications made by
15 Defendant, on or about July 13, 2020, the SBA disbursed \$150,000 in EIDL funds to
16 Defendant PT EXPRESS LLC's Umpqua bank account.

17 7. The United States Agrees:

18 (a) To Dismiss Counts:

19 At the time of sentencing, the United States agrees to move to dismiss as to
20 Defendant Counts 2 through 6 of the Indictment, which charge Tampering with Clean
21 Air Act Monitoring Device, in violation of 42 U.S.C. § 7413(c)(2)(C), 18 U.S.C. § 2.
22 The United States agrees to move to dismiss as to Defendant Counts 9 and 10, which
23 charges Wire Fraud, in violation of 18 U.S.C. § 1343.
24
25
26
27
28

1 (b) Not to File Additional Charges:

2 The United States Attorney's Office for the Eastern District of Washington
3 agrees not to bring any additional charges against Defendant based upon information in
4 its possession at the time of this Plea Agreement and arising out of Defendant's conduct
5 involving illegal activity charged in the Indictment, unless Defendant breaches this Plea
6 Agreement any time before sentencing.

7 8. Statutory Authority:

8 Defendant understands and acknowledges that the United States Sentencing
9 Guidelines (hereinafter "Sentencing Guidelines" or "USSG") are applicable to this case
10 and that the Court will determine Defendant's applicable sentencing guideline range at
11 the time of sentencing. Defendant further understands that the Court, after consultation
12 and consideration of the Sentencing Guidelines, must impose a sentence that is
13 reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

14 Defendant understands and acknowledges that the Sentencing Guidelines,
15 including Chapter Eight that provides guidance for the sentencing of corporate
16 defendants, will be considered by the court except that pursuant to USSG §§ 8C2.1 and
17 8C2.10, the Guidelines that pertain to the sentencing of organizations do not determine
18 the fine range in cases involving environmental crimes. Instead, the fine is to be
19 determined under 18 U.S.C. §§ 3553 and 3572. All other sections of Chapter Eight of
20 the Sentencing Guidelines that are applicable to corporate defendants are applicable to
21 this case, including provisions for probation.

22 9. Criminal Fine:

23 The United States and Defendant may make any recommendation concerning
24 the imposition of a criminal fine. Defendant acknowledges that the Court's decision
25 regarding a fine is final and non-appealable; that is, even if Defendant is unhappy with
26 a fine ordered by the Court, that will not be a basis for Defendant to withdrawal from
27 this guilty plea, or appeal Defendant's conviction, sentence, or fine.

28 10. Restitution and Forfeiture:

1 The United States and the Defendant hereby stipulate and agree that, pursuant to
2 18 U.S.C. §§ 3663, 3663A and 3664, the Court should order the Defendant to pay
3 restitution to the United States Small Business Administration. Pursuant to 18 U.S.C.
4 § 3663A(a)(3), the United States and Defendant agree that the appropriate amount of
5 restitution should be at least \$150,892.32 which consists of the principal, interest, and
6 a \$1,000 EIDL advance for EIDL 2739458102. The United States and Defendant agree
7 and stipulate that this restitution amount is reflected in the total restitution amount
8 (\$317,388.46) assessed against owner and co-defendant Pavel Ivanovich Turlak, and
9 that Defendant is jointly and severally liable for this restitution amount with co-
10 defendant Pavel Ivanovich Turlak and his companies. The United States reserves the
11 right to request additional restitution for any amounts owed to SBA relating to these
12 two PPP loans, including but not limited to, loan origination fees, recording fees,
13 accrued interest, and other loan costs.

14 With respect to restitution, the United States and the Defendant agree to the
15 following:

16 (a) Restitution Amount and Interest

17 The United States and Defendant stipulate and agree that, pursuant to 18 U.S.C.
18 §§ 3663, 3663A and 3664, the Court should order restitution in an amount of at least
19 \$150,892.32, and that any interest on this restitution amount, if any, should be waived.
20 The United States and Defendant stipulate and agree that this restitution amount is
21 included within the total restitution amount assessed to co-defendant Pavel Ivanovich
22 Turlak.

23 (b) Payments

24 The parties agree the Court will set a restitution payment schedule based on
25 Defendant's financial circumstances. *See* 18 U.S.C. § 3664(f)(2), (3)(A). That being
26 said, Defendant agrees to pay not less than 10% of Defendant's net monthly income
27 towards restitution.

1 (c) Joint and Several Liability

2 The United States and Defendant agree and stipulate that Defendant, along with
3 owner and co-defendant Pavel Ivanovich Turlak and his co-defendant companies,
4 Pauls Trans, LLC and Spokane Truck Service, LLC, will be jointly and severally
5 liable for the restitution amount of at least \$317,388.46.

6 (d) Treasury Offset Program and Collection

7 Defendant understands the Treasury Offset Program (TOP) collects delinquent
8 debts owed to federal agencies. If applicable, the TOP may take part or all of
9 Defendant's federal tax refund, federal retirement benefits, or other federal benefits and
10 apply these monies to Defendant's restitution obligations. *See* 26 U.S.C. § 6402(d); 31
11 U.S.C. § 3720A; 31 U.S.C. § 3716.

12 Defendant also understands the United States may, notwithstanding the Court-
13 imposed payment schedule, pursue other avenues to ensure the restitution obligation is
14 satisfied, including, but not limited to, garnishment of available funds, wages, or assets.
15 *See* 18 U.S.C. §§ 3572, 3613, and 3664(m).

16 Nothing in this acknowledgment shall be construed to limit Defendant's ability
17 to assert any specifically identified exemptions as provided by law, except as set forth
18 in this Plea Agreement.

19 Until Defendant's fine and restitution obligations are paid in full, Defendant
20 agrees fully to disclose all assets in which Defendant has any interest or over which
21 Defendant exercises control, directly or indirectly, including those held by an owner,
22 spouse, nominee or third party.

23 Until Defendant's fine and restitution obligations are paid in full, Defendant
24 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's Office
25 to access records to verify the financial information.

26 (e) Obligations, Authorizations, and Notifications

27 Defendant agrees to truthfully complete the Financial Disclosure Statement that
28 will be provided by the earlier of 30 days from Defendant's signature on this plea

1 agreement or the date of the Defendant's entry of a guilty plea, sign it under penalty of
2 perjury and provide it to both the United States Attorney's Office and the United States
3 Probation Office. The parties agree that Defendant's failure to timely and accurately
4 complete and sign the Financial Disclosure Statement, and any update thereto, may, in
5 addition to any other penalty or remedy, constitute Defendant's failure to accept
6 responsibility under U.S.S.G §3E1.1.

7 Defendant expressly authorizes the United States Attorney's Office to obtain a
8 credit report on Defendant upon the signing of this Plea Agreement. Until the fine or
9 restitution order is paid in full, Defendant agrees to provide waivers, consents or
10 releases requested by the United States Attorney's Office to access records to verify the
11 financial information.

12 Defendant agrees to notify the Financial Litigation Unit of the United States
13 Attorney's Office before Defendant transfers any interest in property with a value
14 exceeding \$1,000 owned directly or indirectly, individually or jointly, by Defendant,
15 including any interest held or owned under any name, including trusts, partnerships and
16 corporations. Further, pursuant to 18 U.S.C. § 3664(k), Defendant shall notify the Court
17 and the United States Attorney's Office within a reasonable period of time, but no later
18 than 10 days, of any material change in Defendant's economic circumstances that might
19 affect defendant's ability to pay restitution, including, but not limited to, new or
20 changed employment, increases in income, inheritances, monetary gifts or any other
21 acquisition of assets or money.

22 Until the fine or restitution order is paid in full, Defendant agrees to disclose all
23 assets in which Defendant has any interest or over which Defendant exercises control,
24 directly or indirectly, including those held by a spouse, nominee or third party.

25 Pursuant to 18 U.S.C. § 3612(b)(F), Defendant understands and agrees that until
26 a fine or restitution order is paid in full, Defendant must notify the United States
27 Attorney's Office of any change in the mailing address or residence address within 30
28 days of the change.

1 Defendant acknowledges that the Court's decision regarding restitution is final
2 and non-appealable; that is, even if Defendant is unhappy with the amount of
3 restitution ordered by the Court, that will not be a basis for Defendant to withdraw
4 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's
5 conviction, sentence, or restitution order

6 11. Probation:

7 The parties agree to recommend that the Court impose a 5-year term of
8 probation. *See* 18 U.S.C. § 3561(c)(1) and USSG §§ 8D1.1 and 8D1.2. Additionally,
9 the parties agree that the terms of probation or supervised release shall include the
10 following special conditions, in addition to the Court's standard conditions:

11 A. No Further Violations: The Defendant will commit no further
12 violations of the Clean Air Act, or other federal, state, or local law,
13 and he and his business shall conduct all operations in accordance
14 with EPA regulations and with other federal, state, and local
15 environmental regulations.

16 B. Environmental Compliance: Defendant PT EXPRESS LLC shall
17 follow the compliance program attached to this Plea Offer.

18 The parties are free to advocate for any additional special conditions they believe are
19 appropriate.

20 12. Mandatory Special Penalty Assessment:

21 Defendant agrees to pay the \$400 mandatory special penalty assessment per
22 count (\$800 total) to the Clerk of Court for the Eastern District of Washington. *See* 18
23 U.S.C. § 3013.

24 13. Additional Violations of Law Can Void Plea Agreement:

25 The parties agree that the United States may at its option and upon written
26 notice to Defendant, withdraw from this Plea Agreement or modify its
27 recommendation for sentence if, before sentencing, Defendant is charged or convicted
28 of any criminal offense whatsoever.

1 14. Waiver of Appeal

2 In return for the concessions that the United States has made in this Plea
3 Agreement, Defendant agrees to waive Defendant's right to appeal Defendant's
4 conviction and sentence.

5 Defendant expressly waives Defendant's right to appeal any fine, term of
6 probation, or restitution order imposed by the Court.

7 Defendant expressly waives the right to file any post-conviction motion
8 attacking Defendant's conviction and sentence, including a motion pursuant to 28
9 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
10 information not now known by Defendant and which, in the exercise of due diligence,
11 Defendant could not know by the time the Court imposes sentence.

12 Nothing in this Plea Agreement shall preclude the United States from opposing
13 any post-conviction motion for a reduction of sentence or other attack upon the
14 conviction or sentence, including, but not limited to, writ of habeas corpus
15 proceedings brought pursuant to 28 U.S.C. § 2255.

16 15. Withdrawal or Vacatur of Defendant's Plea

17 Should Defendant successfully move to withdraw from this Plea Agreement or
18 should Defendant's conviction be set aside, vacated, reversed, or dismissed under any
19 circumstance, then:

- 20 a. The United States' obligations under this Plea Agreement shall
21 become null and void;
- 22 b. the United States may prosecute Defendant on all available
23 charges;
- 24 c. The United States may reinstate any counts that have been
25 dismissed, have been superseded by the filing of another charging
26 instrument, or were not charged because of this Plea Agreement;
27 and
28

1 d. the United States may file any new charges that would otherwise
2 be barred by this Plea Agreement.

3 The decision to pursue any or all of these options is solely in the discretion of
4 the United States Attorney's Office.

5 Defendant agrees to waive any objections, motions, and/or defenses Defendant
6 might have to the United States' decisions to seek, reinstate, or reinitiate charges if a
7 count of conviction is withdrawn, set aside, vacated, reversed, or dismissed, including
8 any claim that the United States has violated Double Jeopardy.

9 Defendant agrees not to raise any objections based on the passage of time,
10 including but not limited to, alleged violations of any statutes of limitation or any
11 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
12 Amendment.

13 16. Waiver of Attorney Fees and Costs:

14 Defendant agrees to waive all rights Defendant may have under the "Hyde
15 Amendment," Section 617, P.L. 105-119 (Nov. 26, 1997), to recover attorneys' fees or
16 other litigation expenses in connection with the investigation and prosecution of all
17 charges in the above-captioned matter and of any related allegations (including, without
18 limitation, any charges to be dismissed pursuant to this Plea Agreement or any charges
19 previously dismissed or not brought as a result of this Plea Agreement).

20 17. Owner Approval:

21 The Defendant represents, and will state to the Court on the record, that its
22 owners, directors, and/or duly authorized corporate officers authorize Defendant to
23 plead guilty to the Indictment in this case, and to enter into and comply with all the
24 provisions of this Plea Agreement.

25 18. Integration Clause:

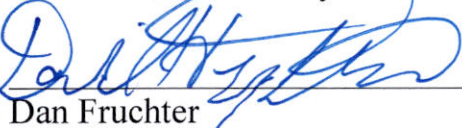
26 The parties acknowledge that this document constitutes the entire Plea
27 Agreement between the parties, and no other promises, agreements, or conditions exist
28 between the parties concerning this case's resolution. This Plea Agreement is binding

1 only upon the United States Attorney's Office for the Eastern District of Washington,
2 and cannot bind other federal, state, or local authorities. The parties agree that this
3 agreement cannot be modified except in writing that is signed by the United States and
4 Defendant.

5 Approval and Signature

6 Agreed and submitted on behalf of the United States Attorney's Office for the
7 Eastern District of Washington.

8 Vanessa R. Waldref
9 United States Attorney

10 

11 Dan Fruchter
12 Assistant United States Attorney

12/12/2024
Date

13 

14 Jacob E. Brooks
15 Assistant United States Attorney

12/12/24
Date

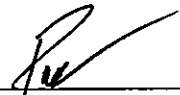
16 

17 Gwendolyn Russell
18 Special Assistant United States Attorney

12/12/24
Date

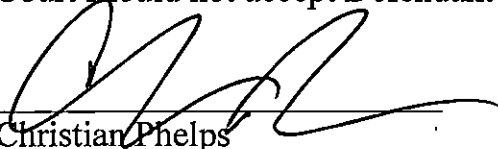
19
20
21
22
23
24
25
26
27
28

1 I have read this Plea Agreement and have carefully reviewed and discussed
2 every part of the agreements with my attorney. I understand and voluntarily enter into
3 the Plea Agreement. Furthermore, I have consulted with my attorney about my rights,
4 I understand those rights, and I am satisfied with the representation of my attorney in
5 this case. No other promise or inducements have been made to me, other than those
6 contained in this Plea Agreement and no one has threatened or forced me in any way
7 to enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.

8 
9 _____
10 Pavel Ivanovich Turlak
11 Corporate Representative for
12 PT Express, LLC

12-12-24
Date

13 I have read the Plea Agreement and have discussed the contents of the
14 agreement with my client. The Plea Agreement accurately and completely sets forth
15 the entirety of the agreement between the parties. I concur in my client's decision to
16 plead guilty as set forth in the Plea Agreement. There is no legal reason why the
17 Court should not accept Defendant's plea of guilty.

18 
19 _____
20 Christian Phelps
21 Attorney for Defendant

12-12-24
Date

ATTACHMENT A

COMPLIANCE PROGRAM

PT Express LLC, and its subsidiaries or affiliates (“the defendant”), through its authorized representative, agrees to the following monitoring and compliance measures during the term of Probation:

Definitions:

- a. “Vehicle” means any (1) “motor vehicle” as defined under the Clean Air Act, 42 U.S.C. § 7550(2), which includes any self-propelled truck, semi-truck, car, van, camper, bus, or any other vehicle used to transport persons or property on streets or highways; and (2) “nonroad vehicle” as defined under the Clean Air Act, 42 U.S.C. § 7550(11), which includes any engine-powered vehicle such as construction, agricultural, or recreational equipment that is not designed for use on streets or highways.
- b. “Vehicle tampering” means any steps taken to remove, render inoperable, override, modify, or alter any component of any vehicle’s emissions control system, including but not limited to the selective catalytic reduction (SCR), exhaust gas recirculation (EGR), periodic trap oxidizer (PTOX), diesel particulate filter (DPF), diesel oxidation catalyst (DOC), or engine control module (ECM), or the onboard diagnostic (OBD) system.
- c. “Defeat device” includes, but is not limited to, an “EGR delete,” “DPF delete,” “delete kit,” “upgrade kit,” “conversion kit,” “tuner,” “tune,” “programmer,” “block plate,” “straight pipe,” or any other device designed to override, modify, alter, or allow the removal of any component of a vehicle’s emissions control system.
- d. “Tampered vehicle” means any vehicle that has been modified pursuant to “vehicle tampering.”

Terms:

1. The defendant agrees not to manufacture or sell, or offer to sell, or install any defeat device.
2. The defendant agrees not to engage in, or aid and abet, or conspire to, or cause others to engage in, vehicle tampering.
3. The defendant agrees to immediately cease operating any tampered vehicles it owns or operates (or that a subsidiary or affiliate owns or operates). The defendant will not sell or otherwise transfer any such vehicle intact or in a condition that allows the vehicle to be driven, unless it is restored. Within six months of Court approval of the Plea Agreement, the defendant agrees to

restore, scrap or recycle any tampered vehicle it owns or operates. If any other vehicles are later identified as being tampered vehicles that are owned or operated by the defendant or its subsidiaries or affiliates, the defendant agrees to immediately cease operating and to restore, scrap or recycle those vehicles.

- a. For any tampered vehicles that are restored to stock, the defendant shall obtain and present a certification (attached) from a mechanic or dealership licensed by the vehicle's Original Equipment Manufacturer (OEM) that the vehicle has been restored to its certified configuration.
 - b. For any tampered vehicles that are not restored to stock, the "long block" may be removed and sold for scrap, parts, or recycling, so long as the intake and exhaust manifolds are removed. The manifolds must be sold for scrap or otherwise disposed of. Any other emission control components that have been tampered with must be sold for scrap or otherwise disposed of. The remainder of the vehicle can be sold for scrap, parts, or recycling.
4. For any tampered vehicle, the defendant agrees not to work on, repair, or service (1) the OBD system or (2) any hardware relating to the emissions control system, including the SCR, EGR, PTOX, DPF, and DOC, except for the purpose of restoring the emissions control system on the tampered vehicle to its certified configuration, that is, restoring it to stock.
 5. The defendant agrees to permit unrestricted entry to federal, state, and local officials to inspect premises, including hard copy and electronic documents, at any time and without advance notice, for violations of the Clean Air Act, 42 U.S.C. §§ 7413(c)(2) and 7522(c)(3).
 6. The defendant agrees to submit to the U.S. Attorney's Office an annual report detailing the company's compliance measures and including a certification signed by a responsible corporate officer confirming, if true, that the company has not knowingly engaged in any violations of the Clean Air Act, 42 U.S.C. §§ 7413(c)(2) and 7522(c)(3). The first certification shall be submitted one year from the date on which the Information is filed and shall be filed annually on that date until the Term of the Agreement is concluded.