

FILED IN OPEN COURT.

DATE: 9/15/25

TIME: 11:20

INITIALS: CAS

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

UNITED STATES OF AMERICA,)
vs.)
Plaintiff,)
vs.)
P.T. SERVICES, INC.)
Defendant.)

Cr. No. 25-20223 MSN

PLEA AGREEMENT

The United States of America by and through the United States Attorney's Office for the Western District of Tennessee and P.T. Services Inc. by and through its undersigned attorneys and authorized representative pursuant to authority granted by the Defendant's Board of Directors, enter into the following plea agreement ("the Agreement") pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. The terms and conditions of this Agreement are as follows:

1. P.T. Services, Inc agrees:

(a) to waive its right to indictment and right to trial by jury and all rights attached thereto and to plead guilty to the six-count information filed in this case charging violations of Title 42, United States Code, Section 7413(c);

(b) that it has been advised of its right to be represented by counsel free from any potential conflict of interest and after having been so advised, waives any potential or actual conflict of interest that may arise from undersigned counsel's representation of Dillon Moses individually;

(c) to waive any objections based on Fed. R. Evid. 410 to the use of any statements made by its authorized representative in the course of the plea colloquy;

(d) to pay the \$2,400.00 (\$400 per count) mandatory assessment to be imposed pursuant to 18 U.S.C. §3013(a)(2)(B) to the United States District Court Clerk following entry of its guilty plea, and to provide counsel for the United States with evidence of payment prior to sentencing;

(e) Environmental Compliance: Defendant PT Services Inc. shall follow the

compliance program attached to this Plea Offer for a period of three (3) years.

(f) that it is pleading guilty freely and voluntarily, after having consulted with counsel, and because it is guilty.

2. The United States agrees not to pursue prosecution of P.T. Services, Inc. for any other violations of the Clean Air Act which occurred between June 2023 and August 2024.

3. The parties mutually agree pursuant to Rule 11(c)(1)(C) that the Court shall impose a sentence of a fine of in the total amount of \$150,000 and if the Court rejects this aspect of the agreement, either party may withdraw from the agreement. The parties further agree that the recommended term of probation shall be for three (3) years.

4. P.T. Services, Inc. acknowledges and understands that the maximum possible penalty the Court may impose is a fine of \$500,000 pursuant to Title 18, United States Code, Section 3571(c)(3).

5. The United States will be relieved of all obligations and restrictions imposed by the terms of this agreement if after the execution of this agreement if the defendant or its officers or directors:

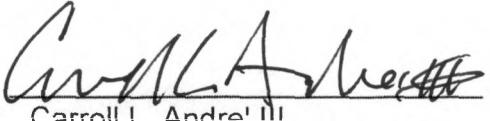
(1) attempt to withdraw from this plea for any reason other than the Court's rejection of the plea agreement;

(2) engage in any new criminal conduct following entry of its guilty plea; or,

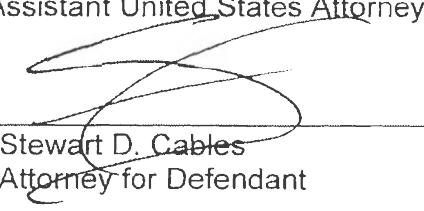
(3) knowingly make any false statements or testifies falsely at any future proceedings.

6. This Plea Agreement constitutes the entire agreement between the parties.

JOSEPH C. MURPHY, JR.
Interim United States Attorney

By: 
Carroll L. Andre' III
Assistant United States Attorney

Date 09/12/2025

By: 
Stewart D. Cables
Attorney for Defendant

Date 8-11-2025


P.T. Services, Inc
By: Dillon Moses, Vice President

Date 8-11-25


Lee Gerald
Attorney for Defendant

Date: 09/15/25

FILED IN OPEN COURT.

DATE: 9/15/25TIME: 11:20INITIALS: CBCERTIFICATE OF CORPORATE RESOLUTION

WHEREAS, P.T. Services, Inc. ("P.T. Services" or the "Company") has been engaged in discussions with the United States Attorney's Office for the Western District of Tennessee (the "United States") regarding issues arising in relation to violations of the Clean Air Act ("CAA"); and,

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the United States; and

WHEREAS, the Company's Vice President, Dillon Moses, together with outside counsel for the Company, have advised the Executive Committee of the Board of Directors, which has been established by the Board of Directors of the Company, of its rights, possible defenses, the provisions of the United States Sentencing Guidelines, and the consequences of entering into such agreement with the United States; and,

WHEREAS, the Company's Vice President, Dillon Moses, and the Executive Committee of the Board of Directors have been advised by U.S. counsel of the relevant provisions of Rules 11, 32, and 43 of the Federal Rules of Criminal Procedure relating to the entry of guilty pleas and sentencing, including Rule 11(b)(1), which requires that the court address the defendant personally in open court, Rule 32(i)(4)(A)(ii), which requires that the court address the defendant personally in order to permit the defendant to speak or present any information to mitigate the sentence, and Rule 43(b)(1) which provides that an organizational defendant need not be physically present in court if represented in court by counsel; and,

The Executive Committee of the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges that the United States will file a six-count Information charging the Company with a violation of the CAA, in violation of Title 42, United States Code, Section 7413(c); (b) agrees to waive its right to grand jury indictment on such charge and enter into a plea agreement (the "Agreement") with the United States; (c) agrees to pay a fine in an agreed-upon amount of \$150,000, should this amount be approved by the Court, (d) it has been advised of its right to be represented by counsel free from any potential conflict of interest and after having been so advised, it agrees to waive any potential or actual conflict of interest that may arise from its counsel's representation of Dillon Moses individually; (e) compliance plan; and, (f) agrees to pay a mandatory assessment in the amount of \$400.00 per count of conviction as required by Title 18, United States, Code, 3013(a)(2)(B).

2. Vice President Dillon Moses is hereby authorized, empowered and directed, on behalf of the Company, to execute the Agreement substantially in such form as reviewed by the Executive Committee of the Board of Directors with such changes as Vice President Dillon Moses may approve.

3. Vice President Dillon Moses is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate in connection with the Agreement, and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions.

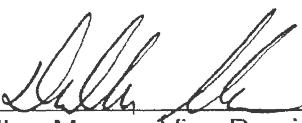
4. The following Company employees are hereby authorized and

empowered to enter the guilty plea on behalf of the Company in open court and to appear on behalf of the Company at sentencing: Vice President Dillon Moses.

5. In accordance with the Company's By-Laws, the Vice President Dillon Moses, is authorized to sign this Certificate of Corporate Resolution on behalf of the Executive Committee of the Board of Directors.

Date: 8-11-25

By:



Dillon Moses
Dillon Moses, Vice President

FILED IN OPEN COURT.
 DATE: 9/15/25
 TIME: 11:20
 INITIALS: CAS

ADDENDUM A

COMPLIANCE PROGRAM

PT Services, Inc. and its subsidiaries or affiliates ("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).