

The Law Office Of
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February 15, 2021

BY Certified Mail Return Receipt Requested
And First Class Mail

7021 1970 0000 0443 1960
Mercedes Benz USA, LLC
One Mercedes Benz Drive
Sandy Springs, Georgia 30328-4201

7021 1970 0000 0443 1953
Mercedes Benz USA, LLC
Care of CT Corporation System
818 West 7th Street, Suite 930
Los Angeles, California 90017

CLRA Letter Re: Mercedes Benz's failure to comply with California *Code of Regulations*
Section 2035, et seq.

To Whom it May Concern:

I am writing this letter to Mercedes Benz USA, LLC, (MERCEDES) on behalf of Sergio Betancourt ("BETANCOURT"). BETANCOURT is the owner of a 2015 Mercedes C300 vehicle, VIN 55SWF4JB9FU066099 (BETANCOURT VEHICLE).

Pursuant to California *Code of Regulations* Section 2035, et seq., ("THE STATUTE") the BETANCOURT VEHICLE when sold new came with a 7 year 70,000 mile warranty relating to "high priced" "warranted parts." THE STATUTE very clearly defines which parts should be covered by a 7 year 70,000 mile warranty.

Pursuant to California *Code of Regulations* Section 2035, with regard to 1990 and subsequent model year vehicles, a "warranted part" is defined as, "any part installed on a motor vehicle or motor vehicle engine by the vehicle or engine manufacturer, or installed in a warranty repair, which affects any regulated emission from a motor vehicle or engine which is subject to California emission standards."

California Code of Regulations Section 2037(b) states:

"The manufacturer of each motor vehicle or motor vehicle engine shall warrant to the ultimate purchaser and each subsequent purchaser that the vehicle or engine is:

- (1) Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in chapters 1 and 2, part 5, division 26 of the Health and Safety Code; and*
- (2) Free from defects in materials and workmanship which cause the failure of a warranted part to be identical in all material respects to the part as described in the vehicle or engine manufacturer's application for certification, including any defect in materials or workmanship which would cause the vehicle's on-board diagnostic malfunction indicator light to illuminate, for a period of three years or 50,000 miles, whichever first occurs; and*
- (3) Free from defects in materials and workmanship which cause the failure of a warranted part described in section (c) below for seven years or 70,000 miles, whichever first occurs."*

California Code of Regulations Section 2037(c) states:

- (1) Each manufacturer shall identify in its application for certification the "high-priced" warranted parts which are:*
 - (A) For 1990 through 2007 model year vehicles: [i] included on the Board's "Emissions Warranty Parts List" as last amended February 22, 1985, incorporated herein by reference, and; [ii] have an individual replacement cost at the time of certification exceeding the cost limit defined in section (c)(3);*
 - (B) For 2008 and subsequent model year vehicles: [i] subject to coverage as a warranted part in section (b)(2) above, and; [ii] have an individual replacement cost at the time of certification exceeding the cost limit defined in section (c)(3).*
- (2) The replacement cost shall be the retail cost to a vehicle owner and include the cost of the part, labor, and standard diagnosis. The costs shall be those of the highest-cost metropolitan area of California.*
- (3) The cost limit shall be calculated using the following equation:
Cost limit {n} = $\$300 \times (\text{CPI}\{n-2\} / 118.3)$
Cost limit {n} is the cost limit for the applicable model year of the vehicle rounded to the nearest ten dollars.*

In summary, any part which either effects a vehicle's emissions, or causes the vehicle's on-board diagnostic malfunction indicator light to illuminate is, for the purpose of determining coverage under THE STATUE, considered a "warranted part", which shall have a three year 50,000 mile warranty. Furthermore, if the part is determined to be a high priced part, as defined by 2037(c) of THE STATUTE, the part shall have a 7 year 70,000 mile warranty.

The BETANCOURT VEHICLE was originally put into service less than 7 years ago, in 2015. The BETANCOURT VEHICLE was original put into service in the state of California and is currently registered in the state of California. BETANCOURT purchased the BETANCOURT VEHICLE used on February 26, 2021. On January 28, 2022, at 51,672 miles, BETANCOURT brought the BETANCOURT VEHICLE to Mercedes Benz of Ontario for repairs. The dealership determined that cylinder 1 piston was cracked and found that extensive repair work was needed. Consequential damage was done to the cylinder wall of cylinder 1 as well as other consequential damage. dealership recommended replacement of the engine and other extensive repairs, relating to the failure.

MERCEDES has failed and refused to provide warranty coverage relating to this defect. As a result, BETANCOURT is being asked to pay tens of thousands of dollars for the diagnosis and repair of the BETANCOURT VEHICLE. Enclosed please find a copy of the repair records.

In 1990, the California Air Resources Board ("CARB") published Emissions-Related Parts List, which provided examples of components which are emissions related as defined in California Code of Regulations Section 1900(b)(3), and thus covered by the California emissions warranty. Section (III)(B)(2) identifies pistons as being covered. The failure occurred within the first 7 years and within the first 70,000 miles. Thus, the piston failure experienced by the BETANCOURT VEHICLE is covered under the California emissions warranty. Enclosed please find a copy of this parts list. The piston is listed as a covered part.

Compliance with THE STATUTE is essentially administered through manufacturer self identifying emissions parts, and high priced parts, and self administration through factory authorized repair facilities. THE STATUTE provides a formula for determining, identifying, and reporting if a repair should be covered, and for determining the length of coverage.

The failure of a manufacturer to accurately report to its factory authorized repair facilities which parts should be covered under THE STATUTE is a systemic class wide failure. Furthermore, dealerships are required by law to maintain documentation relating to repair work performed, thus these failures, when occurring, are easily identified by factory authorized repair facilities.

In determining if a part is considered *high-priced*, Section 2037(c) of THE STATUTE clearly states that, "*The replacement cost shall be the retail cost to a vehicle owner and include the cost of the part, labor, and standard diagnosis. The costs shall be those of the highest-cost metropolitan area of California.*" So the cost of the part itself is not determinative of if the part is considered high priced; the labor and diagnosis relating to the repair are also a factor.

Furthermore, Section 2037(b)(2) of THE STATUTE clearly states that the parts in question shall be, "*Free from defects in materials and workmanship which cause the failure of a warranted part to be identical in all material respects to the part as described in the vehicle or engine manufacturer's application for certification, including any defect in materials or workmanship which would cause the vehicle's on-board diagnostic malfunction indicator light to illuminate, for a period of three years or 50,000 miles, whichever first occurs.*" So, a defect in

materials or workmanship which would cause a vehicle's on-board diagnostic malfunction indicator light to illuminate is also considered a covered part under THE STATUTE.

MERCEDES has clearly failed to properly self identify which parts and warranty repairs should be covered by THE STATUTE and has failed to advise its factory authorized repair facilities which parts, and repairs should be covered by THE STATUTE. The defects with the BETANCOURT VEHICLE clearly relate to a part which is specifically identified by CARB as an emissions related part. Furthermore, the manifestation of the defect caused the check engine light to illuminate and increased regulated emissions, as the BETANCOURT VEHICLE was running rough.

The cost of the repairs needed as a result of the piston failure in the BETANCOURT VEHICLE without question exceeds the high cost threshold, and thus the repair should be covered under the 7 year 70,000 mile high priced warranty.

Based upon the CARB correspondence, and the repair history relating to the BETANCOURT VEHICLE, all of the repairs referenced in this correspondence should have been covered under THE STATUTE, and covered by the 7 year or 70,000 mile warranty. The reason that these repairs were not treated as warranty repairs under THE STATUTE is that MERCEDES has failed to accurately self identify and accurately report to its factory authorized repair facilities which parts and repairs should be covered, MERCEDES has failed to properly administer its own warranty, MERCEDES has failed to properly advise its dealerships as to what parts and repairs should be paid for through the warranty coverage provided by the statute THE STATUTE, and MERCEDES has wrongfully, recklessly, willfully, and unlawfully failed to provide the warranty coverage mandated by law.

Pursuant to the California Consumer Legal Remedies Act (California Civil Code section 1750 *et seq.*) and specifically, sections 1782 (a)(1) and (2), I hereby notify you that MERCEDES has violated Section 1770 of the CLRA. The violation is that MERCEDES has promised both the state of California, and consumers that it would honor the terms of the MERCEDES warranty, and by doing so, that it would honor the terms of THE STATUTE, however MERCEDES has failed to do so. Furthermore, the warranty book and owners manual provided by MERCEDES to consumers specifically references the California emissions warranty, and both inferentially and specifically represents that it will honor the terms of THE STATUTE, however MERCEDES refuses to honor the terms of THE STATUTE, as stated herein.

I represent BETANCOURT, a consumer who wrongfully was advised that he had to pay for repairs which should have been paid for by MERCEDES pursuant to THE STATUTE. The BETANCOURT VEHICLE was presented for repairs at a MERCEDES authorized repair facility, in compliance with the terms and conditions of the MERCEDES warranty. The BETANCOURT VEHICLE required repairs which should have been covered pursuant to THE STATUTE, based upon the BETANCOURT VEHICLE's mileage and age. MERCEDES wrongfully failed and refused to pay for the repairs pursuant to THE STATUTE.

It is BETANCOURT's information and belief that MERCEDES knows that it is violating to terms of THE STATUTE, however MERCEDES intentionally violates THE STATUTE in order to save money. Consumers are generally unaware of the terms and scope of THE STATUTE, thus MERCEDES is able to get away with said wrongful conduct. As result, BETANCOURT, has suffered damage.

It is BETANCOURT's information and belief that other consumers have presented MERCEDES vehicles to MERCEDES authorized repair facilities for repairs in the last four years, for repairs that should have been covered under THE STATUTE, but coverage has been wrongfully denied. As a result, said consumers have thus suffered damage.

MERCEDES's conduct in warranting, advertising, leasing and selling the BETANCOURT VEHICLE, while at the same time knowingly and wrongfully failing to honor the terms of THE STATUTE, constitutes the following violations of section 1770:

1. MERCEDES represented that the BETANCOURT VEHICLE had characteristics or benefits which it did not have (Section 1770(a)(5));
2. MERCEDES falsely represented that the BETANCOURT VEHICLE was of a particular standard, quality, or grade when it was of another (Section 1770(a)(7)); and
3. MERCEDES advertised the BETANCOURT VEHICLE with the intent not to sell it as advertised (Section 1770(a)(9)).

Pursuant to section 1782 of the CLRA, based on the foregoing, we hereby demand that within thirty (30) days of receiving this letter, MERCEDES:

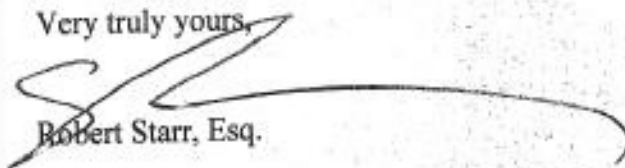
1. Accurately identify all parts and repairs which are be covered under the 7 year 70,000 mile emissions warranty, and implement measures to insure that the terms of the coverage which are set forth in THE STATUTE are properly implemented and administered in all of its factory authorized repair facilities located in the state of California, so that consumers are provided with all of the warranty coverage allowed under THE STATUTE.
2. Cease providing its factory authorized repair facilities with false information with regard to what parts and repairs should and should not be covered under THE STATUTE;
3. When vehicles which have been sold with MERCEDES factory warranties are presented for repairs to authorized MERCEDES repair facilities, pay for all repairs and parts that are covered under the terms and conditions of THE STATUTE;
4. Reimburse BETANCOURT for all damages that he has suffered due to BETANCOURT having presented the LOPE VEHICLE to a MERCEDES factory

authorized repair facility for repairs, and being wrongfully denied warranty coverage for repairs which should have been covered under THE STATUTE. Remedy all resulting harm, including the legal costs and attorney fees associated with presenting this claim.

Unless MERCEDES takes such action as demanded above within (30) days after your receipt of this letter, I will file a lawsuit against MERCEDES on behalf of BETANCOURT, seeking the damages set forth herein, and all other damages allowable by law, under the Consumer Legal Remedies Act, as well as other related causes of action.

This demand is made pursuant to the rights and remedies allowed pursuant to 1782 of the CLRA. If you have any questions regarding this notice and demand, please contact me at (818) 225-9040. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Starr', with a long horizontal flourish extending to the right.

Robert Starr, Esq.

Enc.

MERCEDES-BENZ OF ONTARIO

442658

INVOICE

3787 E. Coast Rd. Ontario, CA 91761
Phone (909) 212-8100 • Fax (909) 212-8598
www.mercedes-benz.com

OPEN
MON-FRI 7:00 AM to 7:00 PM
SAT 7:00 AM to 4:00 PM

PAGE 2

SERVICE ADVISOR: 250649 CHRISTIAN LOPEZ

CUSTOMER # 94814
REGIO BETANCOURT JR
555 SKRATOGA PL
IN. CA 91710
ME: 909-516-4449 CONT: 909-516-1499
CELL: 909-516-4449

16 SEP 2015		CELL: 09-516-4444		VIN		1672/51672		T2559	
COLOR	YEAR	MAKE/MODEL		VIN		1672/51672		T2559	
BLACK	15	MERCEDES-BENZ C300		558WF1J89PU066099					
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE		
16SEP15	1510APR15	15SEP2019	17:00 22FEB22		249.00	CASH	08FEB22		
R.O. OPENED		READY		OPTIONS		CLR:05102		TOTAL	

LINE OF CODE TECH TYPE HOURS

E DISCLOSURE: YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR VEHICLE MAY BE SERVICED OR REPAIRED AT OUR OFFSITE SERVICE CENTER LOCATED AT 305 SEQUOIA AVE. ONTARIO, CA 91761. CUSTOMER INITIALS

OFFSITE DISCLOSURE: YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR VEHICLE MAY BE SERVICED OR REPAIRED AT OUR OFFSITE SERVICE CENTER LOCATED AT 305 SEQUOIA AVE. ONTARIO, CA 91761. CUSTOMER INITIALS

PARTS: 523 CB 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

P** VEHICLE TOW TO OFFSITE 00 GENERAL REPAIR 999 CB 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

PARTS: 51672 M&D TOWING AND STORAGE INC. TOWED VEHICLE FROM MERCEDES BENZ TO OFFSITE FOR ENGINE INSPECTION 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

EST: 215.00 28JAN22 18:02 SA: 250649

CONTACT:

NOTICE TO CONSUMER

PLEASE READ IMPORTANT INFORMATION ON BACK.

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as named and/or repeat of vehicle.

SUPPLIES: a charge is included for supplies used on your vehicle. Applicable supply items include: nuts, bolts, washers, faps, pins, sprayway, solvent, cleaners, solder, battery cleaner, wire, sealers, fasteners, fittings, misc. fluids, lubricants, connectors, etc.

DESCRIPTION	TOTALS
LABOR AMOUNT	215.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	215.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	215.00

BAR # APD 269917 EPA: CAL000375249

CUSTOMER COPY

	274PTN	\$5,150.00	\$5,150.00
PISTON KIT	274-140-18-08	\$1,185.00	\$1,185.00
EXHAUST GAS LINE	000-993-36-33	\$31.33	\$31.33
PROFILE CLAMP F EXHAUST	274-142-00-80	\$15.46	\$15.46
METAL/NOH METAL SEAL	007-542-04-18-05	\$213.75	\$213.75
LAMBDA PROBE	000-542-31-00-64	\$209.25	\$209.25
LAMBDA PROBE	274-090-56-00-84	\$331.00	\$331.00
REMAN INTAKE LINE	000-900-32-24	\$5.76	\$45.06
STUD BOLT WITH FEATURE	271-142-00-72	\$5.55	\$44.40
NUT	Q-1-03-0005	\$35.87	\$35.87
G40 ANTIFREEZE GLYSANTIN G40	274-142-01-80	\$40.12	\$40.12
MULTI HOLE SEAL	000-997-57-11	\$7.20	\$7.20
O-RING	271-187-00-80	\$6.84	\$6.84
ELASTOMER MOLDED SEAL	051-058-04-20	\$5.44	\$5.44
BEADED METAL SEAL	024-997-10-45	\$14.80	\$29.92
O-RING	000-997-38-07-64	\$5.76	\$11.52
O-RING	019-997-55-45	\$4.70	\$18.80
SEAL RING			
		Parts and labor sub total	\$15,955.29

When THIS QUOTE IS FOR LONG BLOCK REPLACEMENT IF CYLINDER WALLS ARE DAMAGED DUE TO PISTON CRACKING

When THIS QUOTE IS FOR LONG BLOCK REPLACEMENT IF CYLINDER WALLS ARE DAMAGED DUE TO PISTON CRACKING			\$6,847.50	
QTY	Description	Number	Price	Total
1	REMAN LONG BLOCK	274-010-52-08-80	\$6,430.00	\$6,430.00
1	EXHAUST GAS LINE	274-140-18-08	\$1,155.00	\$1,155.00
1	PROFILE CLAMP F EXHAUST	000-993-36-33	\$31.33	\$31.33
1	METAL/NOH METAL SEAL	274-142-00-80	\$15.46	\$15.46
1	LAMBDA PROBE	007-542-04-18-05	\$213.75	\$213.75
1	LAMBDA PROBE	000-542-31-00-64	\$209.25	\$209.25
1	REMAN INTAKE LINE	274-090-56-00-84	\$331.00	\$331.00
1	STUD BOLT WITH FEATURE	000-900-32-24	\$5.76	\$45.06
1	NUT	271-142-00-72	\$5.55	\$44.40
1	G40 ANTIFREEZE GLYSANTIN G40	Q-1-03-0005	\$35.87	\$35.87
1	MULTI HOLE SEAL	274-142-01-80	\$40.12	\$40.12
1	O-RING	000-997-57-11	\$7.20	\$7.20
1	ELASTOMER MOLDED SEAL	271-187-00-80	\$6.84	\$6.84
1	BEADED METAL SEAL	051-058-04-00	\$5.44	\$5.44
1	O-RING	024-997-10-45	\$14.96	\$29.92
2	O-RING	000-997-38-07-64	\$5.76	\$11.52
2	O-RING	019-997-58-45	\$4.70	\$18.80
4	SEAL RING			
			Parts and labor sub total \$15,479.48	

WARRANTY DISCLAIMER

ESTIMATE RANGES

Total Labor	\$29,257.50
Total Parts	\$20,885.94
Subtotal	\$50,143.44
Shop Charges	\$0.00
Taxes	\$1,616.66
Total	\$51,762.10

MERCEDES-BENZ OF ONTARIO
WATERLOO

Mercedes-Benz of Ontario
 3787 East Guasti Rd
 Ontario, CA 91761

(909) 906-9819

List of Emissions Related Parts



Winston H. Hickox
Agency Secretary

Air Resources Board

Alan C. Lloyd, Ph.D.
Chairman

1001 I Street • P.O. Box 2815 • Sacramento, California 95812 • www.arb.ca.gov



Gray Davis
Governor

Air Resources Board

Emission-Related Parts List

Adopted November 4, 1977
Amended May, 1981
Amended June 1, 1990

The following list of components are examples of emission related parts as defined in Section 1900 (b) (3), Chapter 3, Title 13, California Code of Regulations.

I. Carburetion and Air Induction System

A. Air Induction System:

1. Temperature sensor elements
2. Vacuum motor for air control
3. Hot air duct & stove
4. Air filter housing & element
5. Turbocharger or supercharger
6. Intercooler

B. Emission Calibrated Carburetors:

1. Metering jets
2. Metering rods
3. Needle and seat
4. Power valve
5. Float circuit
6. Vacuum break
7. Choke mechanism
8. Throttle-control solenoid
9. Deceleration valve
10. Dashpot
11. Idle stop solenoid, anti-dieseling assembly
12. Accelerating pump
13. Altitude compensator

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Website: <http://www.arb.ca.gov>.

California Environmental Protection Agency

Printed on Recycled Paper

C. Mechanical Fuel Injection:

1. Pressure regulator
2. Fuel injection pump
3. Fuel injector
4. Throttle-position compensator
5. Engine speed compensator
6. Engine temperature compensator
7. Altitude cut-off valve
8. Deceleration cut-off valve
9. Cold-start valve

D. Continuous Fuel Injection:

1. Fuel pump
2. Pressure accumulator
3. Fuel filter
4. Fuel distributor
5. Fuel injections
6. Air-flow sensor
7. Throttle-position compensator
8. Warm-running compensator
9. Pneumatic overrun compensator
10. Cold-start valve

E. Electronic Fuel Injection:

1. Pressure regulator
2. Fuel distribution manifold
3. Fuel injectors
4. Electronic control unit
5. Engine speed sensor
6. Engine temperature sensor
7. Throttle-position sensor
8. Altitude/manifold-pressure sensor
9. Cold-start valve

F. Air Fuel Ratio Control:

1. Frequency valve
2. Oxygen sensor
3. Electronic control unit

G. Intake Manifold

II. Ignition System

A. Distributor

1. Cam
2. Points
3. Rotor
4. Condenser
5. Distributor cap
6. Breaker plate
7. Electronic components (breakerless or electronic system)

B. Spark Advance/Retard System:

1. Centrifugal advance mechanism:
 - a. Weights
 - b. Springs
2. Vacuum advance unit
3. Transmission controlled spark system:
 - a. Vacuum solenoid
 - b. Transmission switch
 - c. Temperature switches
 - d. Time delay
 - e. CEC valve
 - f. Reversing relay
4. Electronic spark control system:
 - a. Computer circuitry
 - b. Speed sensor
 - c. Temperature switches
 - d. Vacuum switching valve
5. Orifice spark advance control system:
 - a. Vacuum bypass valve
 - b. OSAC (orifice spark advance control) valve
 - c. Temperature control switch
 - d. Distributor vacuum control valve
6. Speed controlled spark system:

- a. Vacuum solenoid
- b. Speed sensor and control switch
- c. Thermal vacuum switch

- C. Spark Plugs
- D. Ignition Coil
- E. Ignition Wires

III. Mechanical Components

A. Valve Trains:

- 1. Intake valves
- 2. Exhaust valves
- 3. Valve guides
- 4. Valve springs
- 5. Valve seats
- 6. Camshaft

B. Combustion Chamber:

- 1. Cylinder head or rotor housing¹
- 2. Piston or rotor¹

IV. Evaporative Control System

A. Vapor Storage Canister and Filter

- B. Vapor Liquid Separator
- C. Filler Cap
- D. Fuel Tank
- E. Canister Purge Valve

V. Positive Crankcase Ventilation System

A. PCV Valve

¹ Rotary (Wankel) engines only

- B. Oil Filler Cap
- C. Manifold PCV Connection Assembly

VI. Exhaust Gas Recirculation System

- A. EGR Valve:
 - 1. Valve body and carburetor spacer
 - 2. Internal passages and exhaust gas orifice
- B. Driving Mode Sensors:
 - 1. Speed sensor
 - 2. Solenoid vacuum valve
 - 3. Electronic amplifier
 - 4. Temperature-controlled vacuum valve
 - 5. Vacuum reducing valve
 - 6. EGR coolant override valve
 - 7. Backpressure transducer
 - 8. Vacuum amplifier
 - 9. Delay valves

VII. Air Injection System

- A. Air Supply Assembly:
 - 1. Pump
 - 2. Pressure relief valve
 - 3. Pressure-setting plug
 - 4. Pulsed air system
- B. Distribution Assembly:
 - 1. Diverter, relief, bypass, or gulp valve
 - 2. Check or anti-backfire valve
 - 3. Deceleration control part
 - 4. Flow control valve
 - 5. Distribution manifold
 - 6. Air switching valve
- C. Temperature sensor

VIII. Catalyst, Thermal Reactor, and Exhaust System

A. Catalytic Converter:

1. Constricted fuel filler neck
2. Catalyst beads (pellet-type converter)
3. Ceramic support and monolith coating (monolith-type converter)
4. Converter body and internal supports
5. Exhaust manifold

B. Thermal Reactor:

1. Reactor casing and lining
2. Exhaust manifold and exhaust port liner

C. Exhaust System:

1. Manifold
2. Exhaust port liners
3. Double walled portion of exhaust system
4. Heat riser valve and control assembly

IX. Miscellaneous Items Used in Above Systems

1. Hoses, clamps, and pipers
2. Pulleys, belts, and idlers

X. Computer Controls

1. Electronic Control Unit (ECU)
2. Computer-coded engine operating parameter (including computer chips)
3. All sensors and actuators associated with the ECU