

Attn: Daniel R. Vice, Esq.

ID: LFG-2018-0019

Office of the Secretary

Consumer Product Safety Commission

4330 East West Highway, Room # 820

Bethesda, Maryland, 20814

Sent via: Mail

April 19th, 2018

Re: 18-C0001, Docket Number

In the Matter of: Polaris Industries Inc.

Mr. Vice, Esq.

I am sending you this comment in which is in regard and pertaining to Docket Number: 18:C0001, In the Matter of: Polaris Industries Inc. In accordance with the Consumer Product Safety Act, Title 15, United States Code, Section 2051 through 2089 (CPSA) and Title 16 CFR, Section 1118.20, Polaris Industries Inc, and the United States Consumer Product Safety Commission, by and through its staff members, entered into a Settlement agreement with one another. It should be noted that Polaris Industries Inc. is a corporation, organized and operating pursuant to the laws of the State of Minnesota, with its principal place of business being in Medina, Minnesota.

When looking at the procedural history of Polaris Industries Inc., it should be noted that between April 2013 and April 2017, the aforementioned corporation manufactured or imported, distributed and offered for sale approximately 93,500 Model Year 2014-2015 Ranger XP 900, XP 900 EPS and CREW off-road vehicles. Those vehicles are and were considered to be consumer products that were distributed in commerce, as those terms are defines or used in sections 3(a)(5) and (8) of the Consumer Protection Safety Act, Title 15, United States Code, Section 2052(a)(5) and (8). Polaris Industries Inc. is and was a manufacturer of the vehicles and imported the vehicles, as such terms are defined in section 3(a)(9) and (11) of the Consumer Protection Safety Act.

Some of the vehicles that Polaris Industries Inc. as the manufacturer sold contained defects in which could create a substantial product hazard and create an unreasonable risk of serious injury or death because some of their vehicles could catch fire while consumers were driving, posing fire and burn hazards to drivers and to passengers, and some of their other vehicle could create a substantial product hazard and create unreasonable rick of serious injury or death because the heat shield could fall of the vehicle, posing fire and burn hazards to riders and other vehicles that are in part of this matter. Despite Polaris Industries Inc. knowing and having information that would reasonably conclude that its vehicles contained a defect or created an unreasonable risk of serious injury, Polaris as the manufacturer did not notify the United States Consumer Product Safety Commission immediately of such a defect or risk, as required by sections 15(b)(3) and (4) of the Consumer Protection Safety Act, Title 15, United States Code, Section 2064(b)(3) and (4), in violation of section 19(a)(4) of the Consumer Protection Safety Act, Title 15, United States Code, Section 2068(a)(4).

Polaris Industries Inc. information in which was in their possession about their vehicles constituted actual and presumed knowledge, Polaris Industries Inc. knowingly violated section 19(a)(4) of the Consumer Protection Safety Act, Title 15, United States Code, Section 2068(a)(4), as the term “knowingly is defined in section 20(d) of the Consumer Protection Safety Act, Title 15, United States Code, Section 2069(d). Since Polaris Industries Inc. knowingly violated section 19(a)(4) of the Consumer Protection Safety Act, Title 15, United States Code, Section 2068(a)(4), Polaris Industries Inc. is subject to civil penalties for its knowing violation of that section of the Consumer Protection Safety Act. See section 20, Consumer Protection Safety Act, Title 15, United States Code, Section 2069.

I am hoping that the Consumer Product Safety Commission will include as a part of the settlement agreement in this case, a part where the manufacturer as Polaris Industries Inc., pays damages to any consumer that was injured as a result of Polaris Industries Inc. knowingly violating the Consumer Product Safety Act or to any consumer that had to replace their vehicle due to the manufacturer knowingly violating the Consumer Product Safety Act. As in other cases where a manufacturer knowingly violates the Consumer Protection Safety Act, if the party want to enter into a settlement agreement with the Consumer Product Safety Commission, I would like the settlement agreement to require the manufacturer to pay damages to any consumer that suffered as a result to the manufacturers deliberate indifference or knowingly violations of the law occurring, and damages to any consumer that had to replace their vehicles due to deliberate indifference of knowingly violations of the Consumer Protection Safety Act that the manufacturer was a part of. In cases where a consumer or where consumers are injured as a result of the manufacturer knowingly violating the Consumer Protection Safety Act, I believe that all responsible individuals should be held criminally liable for any injuries or for any deaths that occur as a result of the deliberate indifference or as a result to the manufacturers knowingly violating the Consumer Protection Safety Act.


Respectfully,

Isaiah X. Smith¹

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