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**From:** Henning William  
**Sent:** Tuesday, November 05, 2013 10:47 AM  
**To:** Tim Coury  
**Cc:** Stanford Gary; Capano Giovanni; Chico Loren  
**Subject:** RE: FieldTurf

Tim,

Thanks for your E-Mail and the letter you enclosed as well.

We are discussing the direction and options available to us on these matters, and in particular, relative to the MMHS site. Someone should be able to get back to you soon; however in the meantime too, I will watch for your field visit assessments as previously discussed. Also, I have tasked Loren Chico to make contact with you on a particular couple of questions; thus, you can expect to hear from him soon as well.

Thanks.

Bill

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**From:** Tim Coury [mailto:tcfieldturf@cox.net]  
**Sent:** Thursday, October 31, 2013 2:57 PM  
**To:** Henning William  
**Cc:** Stanford Gary; Capano Giovanni; Chico Loren; Higdon Robert  
**Subject:** RE: FieldTurf

Hi Bill:

Thanks for the response and explanation of your concerns. I have attached a letter from Marty Olinger, Senior VP of Sales for FieldTurf. I wanted to make sure that you, Gary and staff there realize that we take the field 'issues' within your district seriously and the Top Management at FieldTurf is engaged with me. **Our plan is to do what it takes to 'fix' the problems via the most acceptable means for the district.** As agreed during our meeting last week, we will continue to have open communication re: the affected Duraspine fields within the district and will standby ready to take appropriate remedial action when it makes the most sense for each site.

To answer your immediate concern below re is the field at Mira Mesa HS safe ?..... the answer is yes. Marty's letter expands on this as well. **The 'draft' letter that I sent you uses the phrase the 'fiber on the field has failed' to address the condition of the blades of grass.** As you know, the FieldTurf 'system' is made up of over 9.2 lbs per square foot of sand and rubber infill. The blades of grass on fields are aesthetically pleasing, but the safety and playability of our fields comes from the infill. This is where all of the biomechanics, cushion, traction etc comes from during play.

Please let me know if you have any further questions or concerns upon review of Marty's letter. I will be back in touch with you next week with an assessment of the 6 Duraspine fields and which ones require a continued discussion re: remedial action.

Sincerely,  
Tim Coury  
FieldTurf

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**From:** Henning William [<mailto:bhenning@sandi.net>]  
**Sent:** Monday, October 28, 2013 8:41 AM  
**To:** Tim Coury  
**Cc:** Stanford Gary; Capano Giovanni; Chico Loren; Higdon Robert  
**Subject:** RE: FieldTurf

Tim,

Please see my remarks inserted within your E-Mail in **bold, green**, font below. Additionally however, as opposed to the “draft” letter you enclosed and addressed to me, some applicable, additional, comments would be as follows:

1. You originally called Loren Chico, explaining your “offer” and thereafter, met with him to explain in greater detail.
2. You then met with Gary Stanford and me to present the background of your ongoing legal situation with a vendor/supplier/manufacturer to FieldTurf, and the parameters that, as you explained, are obligated to operate and offer thereunder, by dictate of the Court.
3. It was mentioned to you about the ongoing district bond-funded, stadium replacement project that is currently scheduled and how your offer to replace the current FieldTurf product would present a logistical as well as potential “care” problem with such new construction occurring just after a ST replacement occurred.
4. It was then concluded that an immediate replacement of the existing ST product should likely not occur.
5. **It was further indicated that replacement with the same (defective) product did not seem like an appropriate direction in which to proceed and/or for the district to accept as a solution, insofar as correcting a faulty product for which the district previously contracted.**
6. It was also stated there was concern that a “free replacement” may turn into an additional cost to the district if during such replacement operation there was something of an “additional, non-covered, work nature” that was deemed necessary to be included before the “free replacement” could proceed.
7. In the 2<sup>nd</sup> paragraph of your “draft” letter to me, **you state the following: “It has been determined the fiber on the field has failed.”** The words, “has failed” are different from that which was stated in the meeting with Gary and me. More specifically, we understood you to be indicating that the problem was aesthetic in nature as it created large blotches of black areas where the ballast has become inappropriately visible. That said, the words “has failed”, now however present an entirely different condition that must be dealt with, it would seem, as such could include the indication that it is unsafe for normally associated activity to occur thereon. In our meeting, you had indicated such was not at all the case; however, in your letter, that reference is not included. It would seem Tim, that you need to either clearly define the use of the words “has failed” so it is known exactly what you mean; or, if those words are applicable as stated and that they universally cover all aspects of “failure”, **it would seem the district needs to consider the need for filing a normal warranty claim.**
8. Including but not necessarily limited to the comments above, it would seem the “draft” letter you sent to me is not quite appropriate and/or applicable as written, as it should be addressed to both Gary and me; and too, should be revised accordingly as it does not address the situation as it unfolded and as was discussed in our recent, referenced, meeting.

Thanks and I hope the above input is understandable. Although it is pointed, it is not at all meant to be anything other than representative of the discussion that has occurred; and too, hopefully helpful in promoting the needed further communication on the matter.

Bill

**From:** Tim Coury [<mailto:tcfieldturf@cox.net>]  
**Sent:** Friday, October 25, 2013 12:49 PM  
**To:** 'gstanford@sandi.net'; 'Henning William'  
**Subject:** FieldTurf

Hi Gary / Bill:

Thanks again for meeting with me this week. As discussed, I will forward a summary of the 6 Duraspine field evaluations to Bill upon completion. **Thanks Tim and I will watch for them accordingly.** In the meantime, I will visit these sites personally and give you my 'unofficial' assessment as well. **That too will be watched-for and appreciated.** The fiber problems have been very inconsistent from field to field. We will continue to monitor the surfaces moving forward and provide additional grooming services as needed.

As mentioned, I have attached the 'wear' report done by Penn State Univ on FieldTurf Revolution vs other turf fibers. The results are powerful. Building and managing our own 'Fiber Extrusion' plant was a critical step in ending our liability with 3rd party suppliers.....and has insured the quality of FieldTurf products that we demand. Now and in the future.

Lastly, I have attached a copy of the 'draft' letter for Mira Mesa HS outlining what we discussed. Please let me know if anything changes in terms of an earlier date to replace this field. **Yes, we will....and in that regard, I have copied both Loren C. (typical ST PM), Gio Capano (Supervisor of bond-funded projects) and Bob Higdon (PM for the stadium improvement project) on this reply so they too are aware of the need to keep you informed of the scheduled project work in this stadium area.**

Sincerely,  
Tim Coury  
FieldTurf  
760-635-2504