

October 10, 2006

101722-1

To whom it may concern;

On July 2, 2006 while traveling on a Montana highway I discovered that I did not have any rear brake. On a motorcycle the rear and front brakes are separate. I traveled with front brakes only to Kalispell's Harley dealer, at which time because of the Holiday weekend they did not have a Tech available to repair. I bought the pads and replaced them myself in the parking lot (friction material had fallen off the backing plate).

Then while on vacation August 28<sup>th</sup>, 2006 in southern Idaho the rear wheel developed a 10 inch split, which made the bike unable to operate properly (pictures included). The bike was then towed to the Harley dealer where they warranted the wheel. After the Tech put

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101722-1

the new rear wheel on he took the bike for a test drive which upon returning to the shop the front brake failed, (friction material had fallen off the backing plate). Tech replaces front brake pads (invoiced included) not warranted. The Bike has 2 discs and 2 calipers on front and 1 on back, at that time I bought 1 extra set of the brake pad kit, just in case of a future problem. Upon returning home decided to change the remaining original front brake pads, at that time the friction material fell off the backing plate. I have been corresponding with Harley's customer service rep. and have not been having much luck. Enclosed is the correspondence with Harley.

Sincerely  
[REDACTED]

DATE: September 15, 2006

TO: Harley-Davidson

ATTEN: Lauri

REF #: 441927

I am the original owner of 2005 Harley Ultra who has experienced the enclosed list of potentially fatal problems.

After two occasions of wheel misfunctions; namely, the splitting of the rear wheel while riding and the brake pad lining falling off, I believed Harley would be interested in a consumer report on the "new" wheel quality. Imagine my frustration with waiting on "hold" for 1 hour and 15 minutes before a customer service agent came on the line. That's customer service?

I am of the opinion that I unfortunately purchased a LEMON. Chronic problems have surfaced always at inconvenient times and places. I chose Harley because of durability, dependability, reliability and Harley's reputation for standing behind their "superior" products.

I unfortunately do not feel confident in ever taking a trip of any length on this particular bike because of our recent history.

Exchanging this lemon for another Ultra with standard wheels and all the accessories I have added would be a clean and simple solution that would satisfy this Harley customer.

Our lives were seriously threatened; therefore, just reimbursing the expenses incurred during this recent fiasco on your bike would not complete the cycle between owner and bike. I still would own a lemon and have no confidence of its dependability. More incurred expenses and added frustration with advertising, selling and replacing this bike is challenged by the proximity of the closest metropolitan area and Harley dealer being 100 miles away -- very inconvenient.

I request an exchange of my lemon Ultra for a 2007 Ultra with standard wheels and the accessories listed. Having this bike with its known past problems in the hands of a Harley dealer would allow intense evaluation of possible future problems before resale.

I am very pleased to be writing Harley-Davidson myself instead of being represented by the executor of the estate of [REDACTED] and [REDACTED]

Thank you for your time.

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]  
Winthrop, WA [REDACTED]

DATE: September 27, 2006  
TO: Harley-Davidson  
ATTEN: Laurie  
REF # : 441927

Your message of Sept. 22 left on my phone was quite disturbing. In fact, I drove my car another 200 miles round trip to Wenatchee where I purchased the Ultra Classic and where the cruise control was replaced twice. I spoke to the head technician, Jack Snyder, who has total recall of the failures. When you called that Wenatchee, Washington, dealer, you spoke to someone (I didn't get her name) who looked on the computer and there was insufficient information. Apparently, Jack did submit the proper work orders from the shop, but no one at the dealership inputted the warrantee information into the computer. [REDACTED] asks you to call him personally. If a conversation between the two of you is not sufficient, he can reconstruct the two work orders from his shop files and resubmit it for entry into the system. The work orders are easily traceable because the parts were not in stock and had to be ordered.

Also, you mentioned the brake replacement invoices did not state "WHY" the brake pads needed replacing. Mechanic shop invoices don't state symptoms, failures or problems. They only state what parts and labor were charged. Therefore, I hand wrote the date and the fact that the brake pad fell off the rear wheel which was the reason for the replacement.

Enclosed in this FAX is a copy of the service maintenance from my service manual you requested.

Before you totally reject this claim and sweep me under the Harley-Davidson carpet, I request you call Jack Snyder for confirmation of the cruise control issue.

**(509) 662-3434**

Harley-Davidson Dealer of Wenatchee, Washington

Please remember Washington state is two hours behind Wisconsin. I leave for work by 9:00a your time. However, if possible I'd appreciate talking to you in person instead of phone messages.

Thank you for your time.

Sincerely,

[REDACTED]  
[REDACTED]  
Winthrop, WA [REDACTED]

Attachment

# Thunderbolt Harley Davidson

34 OLYMPIC WAY  
Butte, MT 59701  
406-782-5601

# Repair Order

R/O Number: 6874  
In Date: 8/28/2006  
Today Date: 8/29/2006  
Date Promised: 8/28/2006

Repair Order For:  
[REDACTED]  
[REDACTED]  
[REDACTED]  
WINTHROP, WA  
[REDACTED]

Unit Name Location

### Units For This Repair Order

Service Writer: Denny Morgan

Year	Make	Model	VIN / Serial No.	Color	Plate	Key Board	Miles
2005	HARLEY	ULTRA	1HD1FCW [REDACTED]				15107

### Job: REAR WHEEL SPLIT (Warranty Job)

Job For: 2005 HARLEY ULTRA 1HD1FCW [REDACTED]

#### Description

REAR WHEEL HAS 10" SPLIT ON LEFT SIDE OF RIM. TIRE RUBBED AGAINST SPROCKET AND TIRE IS RUINED. TIRE HAS 36 LBS. CUSTOMER IS PULLING TRAILER  
LABOR CODE 2114

#### Parts

Part Number	Quantity	Description	Each Price	Extension
44606-05B	1	WHEEL, REAR, SMOOTH, CHROME	Warranty	Warranty
43332-04	1	D402 MU85B16 SWS	Warranty	Warranty
3737A	5	HEX CAP SCREW, SAE GRADE 8	Warranty	Warranty
43567-92	5	SCREW, PAN HD TORX, REAR ONLY	Warranty	Warranty
43164-05	1	RIM STRIP FITS 16" CENTER VALV	Warranty	Warranty
40575-05	1	TUBE MT/MU90-16 CENTER METAL V	Warranty	Warranty
<b>Parts Subtotal</b>				<b>Warranty</b>

#### Labor

Description	Job Code	Technician	Quantity	Line Total
		Tyler South	1.3 Hours	Warranty
<b>Labor Subtotal</b>				<b>Warranty</b>

#### Recommendations

#### Resolution

WARRANTY EXPIRED 7/24/2006  
ROOM 146 COMFORT INN  
REPLACE WHEEL & TIRE AUTH#53084  
GOODWILL-\$100 FEE  
REF#441927  
SEND WHEEL TO BOB LAUBENHEIMER  
3 1/2 32" LEFT ON REAR TIRE

**Job Subtotal**      **Warranty**

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# Repair Order

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In Date: 8/28/2006  
Today Date: 8/29/2006  
Date Promised: 8/28/2006

Repair Order For:

Unit Name

Location

[REDACTED]  
[REDACTED]  
[REDACTED]  
WINTHROP, WA  
[REDACTED]

## Job: TIRE ADJUSTMENT-OVER 50 %WORN

Job For: 2005 HARLEY ULTRA 1HD1FC [REDACTED]

### Description

3.5/32 LEFT ON TIRE

### Parts

Part Number	Quantity	Description	Each Price	Extension
43332-04	1	D402 MU85B16 SWS	\$84.48	\$84.48
<b>Parts Subtotal</b>				<b>\$84.48</b>
<b>Job Subtotal</b>				<b>\$84.48</b>

## Job: REPLACE FRONT BRAKE PADS

Job For: 2005 HARLEY ULTRA 1HD1FC [REDACTED]

### Description

### Parts

Part Number	Quantity	Description	Each Price	Extension
44082-00C	1	BRAKE PAD KIT	\$35.95	\$35.95
44082-00C	1	BRAKE PAD KIT	\$35.95	\$35.95
<b>Parts Subtotal</b>				<b>\$71.90</b>

### Labor

Description	Job Code	Technician	Quantity	Line Total
		Tyler South	0.25 Hours	\$16.25
<b>Labor Subtotal</b>				<b>\$16.25</b>

### Recommendations

### Resolution

CUSTOMER TOOK EXTRA SET WITH HIM

**Job Subtotal** **\$88.15**

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Today Date: 8/29/2006

Date Promised: 8/28/2006

Repair Order For:

Unit Name

Location

[REDACTED]  
[REDACTED]  
[REDACTED]  
WINTHROP, WA [REDACTED]  
[REDACTED]

## Job: OIL & FILTER (Continued)

Job For: 2005 HARLEY ULTRA 1HD1FC [REDACTED]

Job Subtotal \$62.50

## Job: OVERNIGHT FREIGHT CHARGES

Job For: 2005 HARLEY ULTRA 1HD1FC [REDACTED]

Description

### Parts

Part Number	Quantity	Description	Each Price	Extension
MISC	1	OVERNIGHT FREIGHT	\$50.00	\$50.00
<b>Parts Subtotal</b>				<b>\$50.00</b>
<b>Job Subtotal</b>				<b>\$50.00</b>

## Job: GOODWILL ADM FEE

Job For: 2005 HARLEY ULTRA 1HD [REDACTED]

Description

### Parts

Part Number	Quantity	Description	Each Price	Extension
MISC	1	GOODWILL ADM FEE	\$100.00	\$100.00
<b>Parts Subtotal</b>				<b>\$100.00</b>
<b>Job Subtotal</b>				<b>\$100.00</b>



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Date Promised: 8/28/2006

Repair Order For:

Unit Name

Location

[REDACTED]  
[REDACTED]  
[REDACTED]  
WINTHROP, WA  
[REDACTED]

**Customer Job Totals**

Parts \$373.88  
Labor \$146.25

**Total of Customer Jobs \$520.13**

**Other Charges**

ShopSupplies \$7.31

**Repair Order Subtotal \$527.44**

**Discounts Given**

Parts Discount: \$84.47

Sales Tax \$0.00

**Repair Order Total \$527.44**

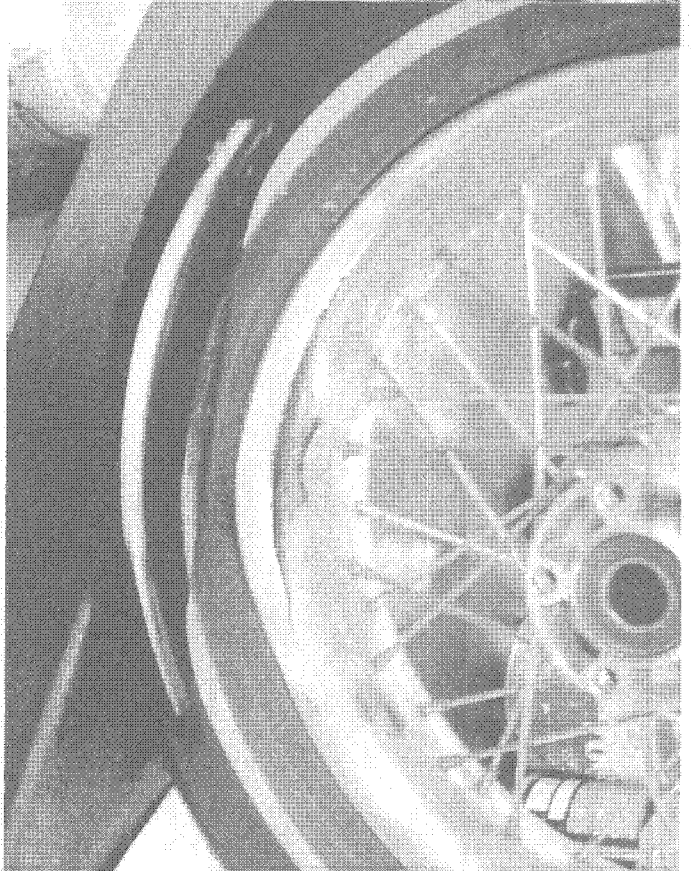
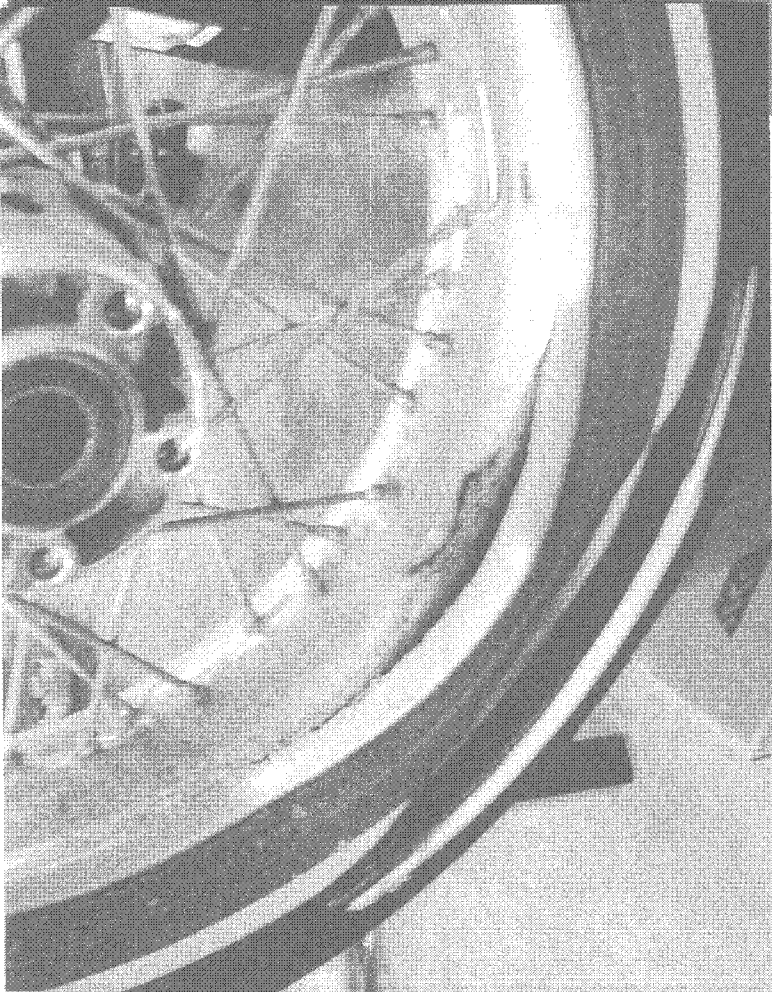
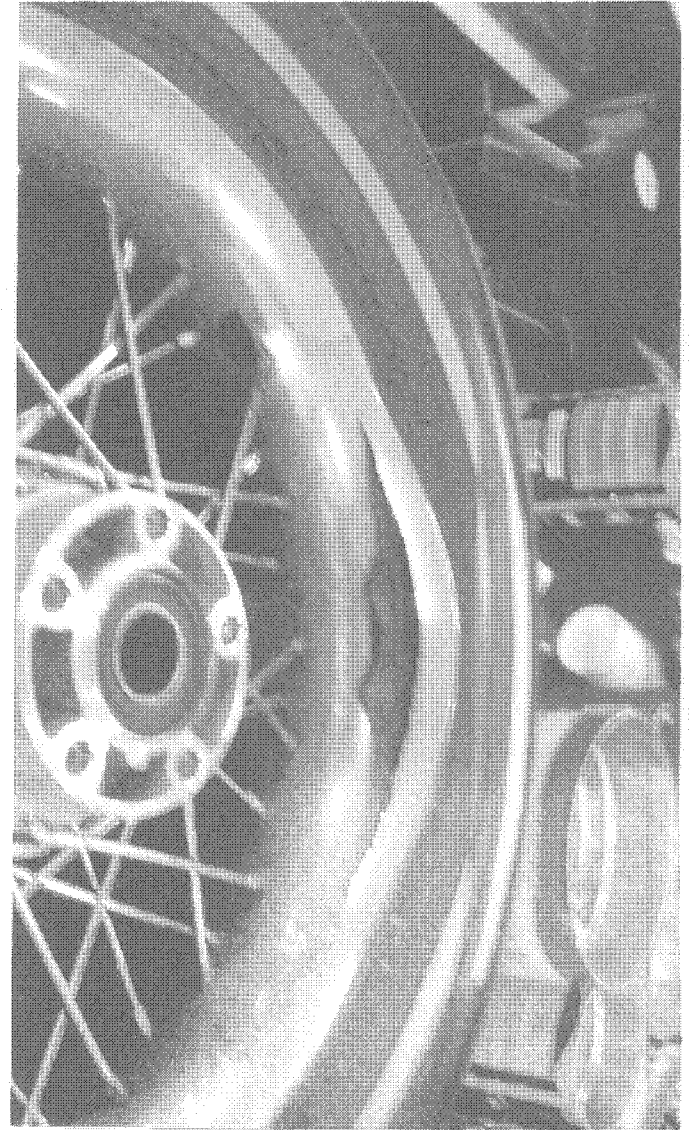
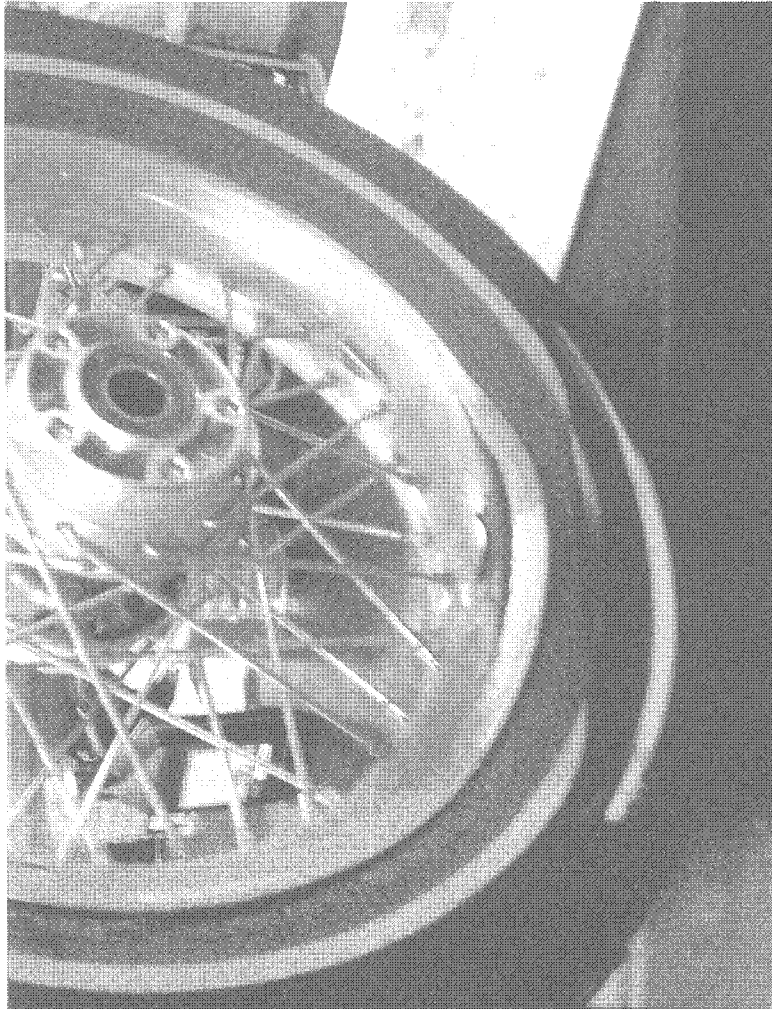
Previous Deposits \$527.44

**Total Amount Due \$0.00**

Thank you for your Business

Any exhaust change from original equipment is for race application only and a dyno run is recommended.  
THEY ARE FOR RACE ONLY NOT FOR STREET.

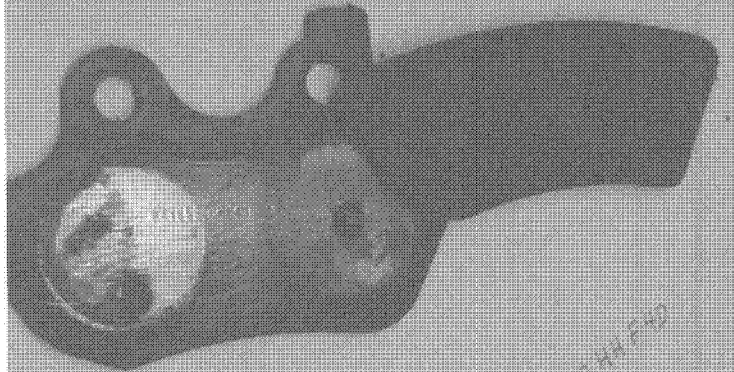
Please sign authorizing repairs. \_\_\_\_\_





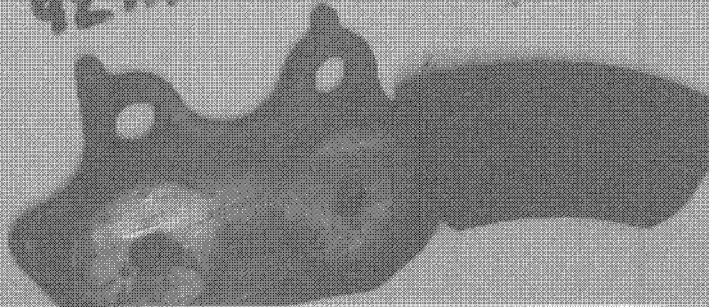
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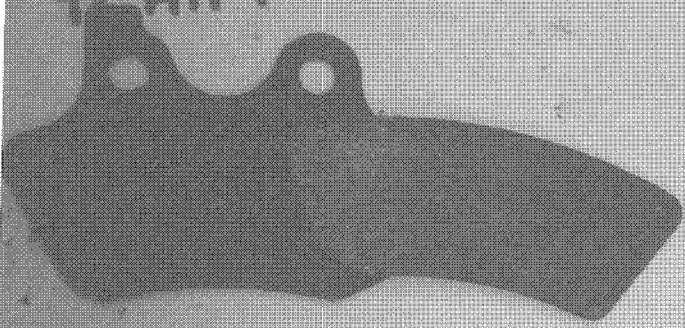
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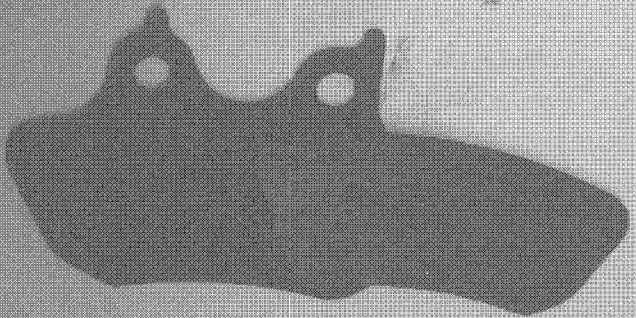
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92 HH F4D

92 HH F4D



THE ATTACHMENTS TO THIS DOCUMENT HAVE BEEN REMOVED TO PROTECT UNWARRANTED INVASION OF PERSONAL PRIVACY PURSUANT TO EXEMPTION 6 OF THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(b)(6).