



U.S. Department of Transportation
National Highway Traffic Safety Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received
13-AUG-2012
OCT 23 2012

Repository
Reference No.
10470409

OWNER INFORMATION (Type or Print)

Name [REDACTED]
Address [REDACTED]
City FAIRFIELD State CA Zip Code [REDACTED]

Daytime Telephone Number [REDACTED] E-mail Address [REDACTED]
Evening Telephone Number [REDACTED]

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number located at bottom of windshield on driver's side
1HD1KGM13BB [REDACTED] Make H-D Model FLTRU Model Year 2011

Date Purchased **late August 2010** Dealer's Name and Telephone Number **(425) 989-2100 Seattle H/D - Downtown #18** Engine: No: Cylinders **2** Fuel Type: **Gas**
Original Owner Dealer's City **Renton Wa.** State **Wa.** Zip Code [REDACTED]

Transmission Type **Gasped** Antilock Brakes Cruise Control Powertrain Multiple Failure: **Run long stalls** Incident Date(s) 24-AUG-2011

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Code: ENGINE (PWS) **unknown** Failure Mileage 7000 Failure Speed 55

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make [REDACTED] Tire Model (Name or Number) [REDACTED] Tire Size (Example P215/65R15) [REDACTED]
DOT No. (Example: DOTM19ABC036) Original Equipment Prior Repair Failure Location: [REDACTED]
Tire Component Code [REDACTED] Tire Failure Type: [REDACTED]

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: [REDACTED] Date Manufactured: [REDACTED] Model No./Name: [REDACTED]
Seat Type: [REDACTED] Installation System: [REDACTED]
Child Seat Component Code: [REDACTED] Failed Part: [REDACTED]

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash Yes No Fire Yes No Number of Persons Injured 0 Number of Deaths 0 Reported to Police N

Narrative Description of Incident(S), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2011 HARLEY DAVIDSON ROAD GLIDE ULTRA MOTORCYCLE (N.A.). THE CONTACT STATED THAT WHILE DRIVING 55 MPH, THE MOTORCYCLE STALLED WITHOUT WARNING. THE VEHICLE WAS TAKEN TO THE DEALER WHO WAS UNABLE TO DIAGNOSE THE FAILURE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE WHO DID NOT OFFER ANY ASSISTANCE. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS NOT AVAILABLE. THE FAILURE MILEAGE WAS 7,000 AND THE CURRENT MILEAGE WAS 7,200.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

This is a matter that has been going on for too long. We purchased this bike August 2010 in good faith for almost \$30k only to be disappointed. We ccontacted the manufactor with our problem they refused to help us, then we contacted this so called Lemon Law Attorney which they have turned out to be shady. For the past year we have not had use of the bike. We bought a 5yr warrenty to go with it one yr lost already. We feel the bike is a Lemon and unsafe as well. Based on this contract they have sent out here Harley feel it is Lemon and unsafe with out admitting to it in a round about way. We are requesting another bike or a full refund. We look forward to hearing from you asap. Any further questions please feel free to call me at [REDACTED]

Sincerely
10-5-12



(we Refused to Sign)

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS is made by and between [REDACTED] (the "CLAIMANT") and HARLEY-DAVIDSON MOTOR COMPANY GROUP, LLC ("HARLEY-DAVIDSON"). The CLAIMANT and HARLEY-DAVIDSON are collectively referred to herein as the "Parties." This Confidential Settlement Agreement and Release of All Claims (this "Agreement") is made in consideration of the following facts:

A. On or about August 6, 2010, CLAIMANT purchased a 2011 Touring FLTRU, VIN 1HD1KGM13BB [REDACTED] (hereinafter the "Subject Motorcycle"). CLAIMANT has claimed the following warranty defects/nonconformities to the Subject Motorcycle: defective engine (bike runs rough and stalls), and defective windshield.

B. The disputes and differences have resulted in a claim for damages (hereinafter referred to as the "Claim").

C. HARLEY-DAVIDSON denies the allegations contained in the Claim and further denies that it committed any misconduct, other wrongdoing or any actionable conduct. Without admission of fault and for the sole purpose of avoiding litigation, the Parties desire to enter into this Agreement in order to provide for certain payments in full settlement and complete discharge of all claims which form the basis of the Claim upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and without any admission of liability, the Parties hereto agree as follows:

1. **PAYMENT OF CONSIDERATION TO CLAIMANT**

HARLEY-DAVIDSON shall pay CLAIMANT and her attorneys of record, Consumer Legal Services, P.C., the total sum of **Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00)**, with said payment satisfying all attorney's fees, costs and damages to which CLAIMANT is entitled to under the applicable law.

In exchange for the above described payment, CLAIMANT releases all breach of warranty causes of action arising out of her purchase of the Subject Motorcycle and waives all rights to engage in any form of litigation in the future against HARLEY-DAVIDSON or the selling or servicing dealerships for breach of warranty claims relating to the alleged nonconformities which were the subject of the Claim.

CLAIMANT will retain the Subject Motorcycle. This Agreement does not change the terms and/or applicability of factory-issued warranty coverage, if any, to the Subject Motorcycle or its component parts. CLAIMANT waives all rights to engage in any form of litigation in the future against HARLEY-DAVIDSON or the selling or servicing dealerships for breach of warranty claims relating to the alleged nonconformities which was or could have been the subject of the Claim.

2. **CLAIMANT'S FULL RELEASE OF ALL CLAIMS AGAINST HARLEY-DAVIDSON**

In exchange for the payment called for herein, CLAIMANT expressly waives any rights and causes of action against HARLEY-DAVIDSON and the selling and servicing dealerships of whatsoever kind and nature, whether known or unknown, accrued and not yet accrued, that CLAIMANT may now have, or may ever obtain, arising out of or in any way related to the lease, purchase, sale, repair, workmanship, warranties, manufacture, design, maintenance and/or other damage or matter relating to the

Subject Motorcycle. CLAIMANT further releases all breach of warranty causes of action arising out of her purchase of the Subject Motorcycle.

CLAIMANT hereby completely releases and forever discharges HARLEY-DAVIDSON and the selling and servicing dealership and all of their past, present and future officers, attorneys, dealerships, representatives, employees, subsidiaries, suppliers, and assigns and all other persons, firms or corporations, with whom any of the former have been, are now or may hereafter be affiliated with from any and all past, present or future claims, demands, obligations, and causes of action, whether based on tort, contract (express, implied or otherwise) or any other theory of recovery, and whether for compensatory or punitive damages, which the CLAIMANT now has or which may hereafter accrue or otherwise be acquired, including, but not limited to, any liability relating to the alleged nonconformities of the Subject Motorcycle which have resulted in the Claim.

The foregoing Release is intended by the Parties to be as broad as can possibly be created and includes, but is not limited to, any liability whatsoever:

(a) which arises directly or indirectly out of or is in any manner related to the Subject Motorcycle, or its component parts, or its manufacture, design, distribution, operation, sale, resale, repair, servicing, maintenance or condition at any time;

(b) which arises directly or indirectly out of or is in any manner related to any literature, instructions, representations, promises, statements, warranties (express or implied) or guarantees ever given or made by anyone with respect to the Subject Motorcycle;

(c) which arises directly or indirectly out of or is in any manner related to damages alleged by CLAIMANT, including, without limitation, those, if any, which may hereafter be acquired, directly or indirectly, from such damages;

(d) which arises directly or indirectly out of or is in any manner related to any of the matters, occurrences or transactions which were raised or could have been raised by CLAIMANT against HARLEY-DAVIDSON or the selling or servicing dealership, including, without limitation, any and all claims for compensatory, economic, non-economic, punitive or other damages;

(e) which arises directly or indirectly or is in any manner related to the alleged acts or omissions of HARLEY-DAVIDSON, or the handling of CLAIMANT'S claim; and,

(f) which arises out of the loss, destruction or alteration of any item of potential evidence related to CLAIMANT'S claim.

CLAIMANT, however, specifically does not release any claims relating to injury to the body sounding in products liability that may accrue after the execution of this Agreement. Any conflicting terms or clauses are expressly superseded by this clause.

It is understood and agreed that this settlement is a compromise of a disputed claim and that the Agreement furnished in consideration herein is not to be construed as an admission of liability on the part of any of the Parties hereto and that HARLEY-DAVIDSON denies liability and intends merely to avoid litigation and to buy its peace.

3. ACCORD AND SATISFACTION

Every party hereto understands and agrees that this Agreement is in full accord, satisfaction and discharge of all claims for damages (including compensatory damages, general and special damages, treble damages and punitive damages), equitable and other relief that are or could be asserted, and is in full accord, satisfaction and discharge of all claims for costs, expenses and attorney's fees, that have been or could be incurred arising out of or in connection with the Claim.

4. CONFIDENTIALITY

This Agreement and the settlement embodied herein are confidential and intended to remain confidential. The covenants and conditions of this paragraph are a material part of this Agreement. The Parties and their attorneys agree not to disclose the terms of this Agreement to any person or entity not a party to this Agreement. Specifically, the Parties and their attorneys agree not to disclose the terms of this Agreement to anyone, including, but not limited to, newspapers, members of the press or legal reporting services, consumer organizations, owners or prospective owners of motorcycles distributed by HARLEY-DAVIDSON, experts, consultants, attorneys, government agencies, governmental entities or elected representatives. The releasing parties and their counsel shall maintain in strict confidence any and all information disclosed to them by the released parties and/or their counsel in the negotiations leading to this settlement. However, nothing contained in this paragraph shall prohibit any party or attorney from disclosing either the existence or terms of this Agreement to their respective insurance carriers and accountants.

5. WAIVER

Each party hereto expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. The Parties expressly waive the benefits of section 1542 of the Civil Code of the State of California, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

CLAIMANT (Releasor) knowingly and voluntarily waives the provision of section 1542 and acknowledges and agrees that this waiver is an essential and material term of this Agreement and that without such waiver, this Agreement would not have been entered into. CLAIMANT acknowledges the significance and consequences of the Agreement and of the specific waiver of Section 1542 of the Civil Code of the State of California.

6. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of each party, successors, shareholders, assigns, directors, managers, officers, partners, attorneys, agents, servants and employees, separately and collectively. The Parties agree that Civil Code section 1541 applies to this Agreement.

7. WARRANTIES

Each party hereto declares and represents that in entering into this Agreement:

- a. The extent of the damages, if any, sustained by CLAIMANT is unknown and CLAIMANT understands, agrees and warrants that the Release contained in this Agreement extends to all unknown or unanticipated damages, as well as for those which are now known or disclosed;
- b. CLAIMANT relies wholly on her own judgment and that of her attorney of record as to the extent of the damages sustained;
- c. CLAIMANT is not influenced by any statement made by or on behalf of any of the Parties to this Agreement;
- d. Each party has read and understands this Agreement, has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequences relating thereto, and/or upon the advice of its legal counsel;
- e. This Agreement is being made without reliance upon any statement or representation not contained or referenced herein or any other party hereto, or any representative, agent or attorney of any other party hereto; and
- f. No promise, inducement or agreement not herein expressed has been made to any of the Parties hereto.

8. WARRANTY AGAINST PRIOR ASSIGNMENT

Each of the Parties to this Agreement represents and warrants that it is the sole and exclusive owner of the rights, claims and causes of action herein released, and that it is free of any pledges, charges, equities, claims, covenants, liens or encumbrances in favor of any other person, firm or institution, and it has not heretofore assigned or transferred or purported to assign or transfer to any other person or entity any obligations, rights, claims or causes of action asserted by any person which, if established, would be a breach of the above warranties and representations and any and all loss, expenses and/or liability arising directly or indirectly out of the breach of any of the foregoing representations or warranties. If any action is brought which, if established, would be a breach of any of the above warranties or representations, the party making the warranty or representation shall appear in and defend the action on behalf of the affected beneficiary or beneficiaries of the warranty or representation, at the maker's own sole cost and expense.

9. INTERPRETATION OF AGREEMENT

This Agreement shall not be construed against any party on the basis that its attorney drafted it.

10. CONSTRUCTION BY CALIFORNIA LAW

This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

11. EFFECTIVENESS

This Agreement shall become effective immediately upon execution and may be executed in counterpart and/or by duplicate original.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Dated: July _____, 2012

Approved as to form and content:

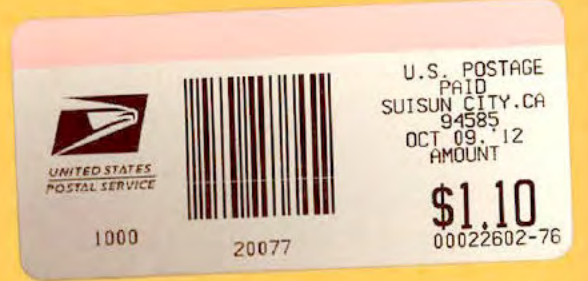
Dated:

CONSUMER LEGAL SERVICES, P.C.

By: _____

SUSAN LEE, ESQ.
Attorneys for CLAIMANT

[REDACTED]
Fairfield Ca [REDACTED]



FIRST CLASS

US Dept. of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-210
1200 New Jersey Ave. SE.
Washington D.C. 20077-9382

