

60 Minutes.
CBS Television Network.
524 W 57th St.
New York, NY 10019-2924

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)

MAY - 9 2017

May 2, 2017

For Consideration of a Greater Story,

My son purchased a new Ducati Diavel Motorcycle from Valley Motorsports in Northampton Massachusetts on April 5, 2012 (enc. timeline), which soon thereafter, on or about August 2013, and while still under warranty, began exhibiting several serious engine-related abnormalities. A sudden uncommon whining noise began emanating from the core of the engine which was simultaneously accompanied by the discovery of numerous metal particles (a.k.a. swarf) suspended within the oil of the crankcase (enc.). These concomitant abnormalities were immediately, and then subsequently, brought to the attention of the staff at Valley Motorsports, Ducati North America (DNA), and Ducati Italy since, as each of us are classified as professional level mechanics, my son and I presented these symptoms to all parties as a sure indication that an erosion of an internal engine component was well underway.

It was clear to us, as it would be to anyone, regardless of their mechanical aptitude, that after a year and half of use the sudden appearance of noise, along with the tell-tale abundance of metal swarf in evidence within the crankcase of the motor was, at the very least, a matter of workmanship, plain and simple, even if at that time not yet an identified tangible defect, which in fact both are now absolutely known to be.

However, despite the absolute audible and physical evidence, which was immediately confirmed by the Ducati authorized technical staff of Valley Motorsports, Ducati North America (DNA) still refused to address this issue under the promissory of the warranty (enc.), but instead chose to very quickly, and quite surprisingly, refer this matter to the law firm of Dinsmore & Shohl LLP who, as you will see, issued an ultimatum consisting of two very distinct demands; That any investigative work, relative to the disassembly of the engine, must be performed only by DNA's own technicians. But even more dubiously added the ultimatum which further demanded that : 'DNA still requires that prior to such work, **you commit to pay** for the work if **no warrantable condition is found**' (enc.), even though the warrantable condition was already clearly in evidence.

As you may already know the latter of these demands is a contrived addendum that clearly falls well outside of the promissory of the warranty, and by placing the onus of proof on the consumer it becomes a cleverly crafted venue which serves not only to continually frustrate and confound the consumer, until such time as they give up and abandon their own cause, but this venue was also apparently designed to heavily weight the 'process of discovery' in DNA's favor by gaining absolute control over the outcome of these proceedings. In essence, if my son, or any other Ducati customer, were to agree to the demands of this contrived 'addendum' then DNA would then be in the position, through their own technical agents, to easily deny the existence of any defective part(s) once discovered, while also empowering themselves to collect additional monies for any 'investigative' work, and all this at DNA's own discretion. But just as importantly, by both 'cloaking' and controlling the investigative process from the outset, DNA would also have placed itself squarely in the favored position of minimizing the risk of having any reports of these bearing failures from ever reaching the public domain en masse, where it would most assuredly damage their reputation, and thus their financial gains. All of which brings into clear focus as to why DNA immediately rerouted this type of an internal engine failure to a law firm instead of to a qualified technical team tasked to remedy the situation unconditionally, just as the warranty clearly indicates it would do in matters of 'workmanship' and 'defects', both of which existed here on day one of their authorized agents confirmation that both noise and metal were in evidence.

RR
603317
LD

So under such dubiously orchestrated conditions, and unwilling to renegotiate the original terms of the warranty to Ducati's favor, which I firmly believe is illegal for a vendor to do under both Massachusetts and Federal warranty laws, and with no desire to compromise his personal safety at highway speeds, as clearly and rightfully stated in the numerous correspondences which ensued, this motorcycle was immediately taken off the road and, in September 2013, was placed in covered storage where it remained until May 2015, when it was subsequently retrieved and shipped to California (due to a career change) where, in Dec 2015, the entire engine was replaced at my son's own expense, with the original engine being 'shelved' at that time (enc.).

However, as time has now allowed, the original engine has recently been disassembled (enc.) and as a result it is now, without question, an absolute certainty that the originally cited abnormalities are indeed the result of an inadequately designed thrust-type main bearing just as we both originally surmised, as the inner race of the main thrust bearing clearly shows the tangible signs of what the bearing industry classifies as a **failure** by 'spalling' (enc.). This **failure** is the clear source of both the noise and the metal swarf that appeared during the warranty period, and it is a problem that most assuredly was known, or at the very least, should have been known to DNA since, as the manufacturer of these motorcycles, the inventory control of these particular bearings distributed as replacement parts alone, as well as the data and/or reports collected from the 'field' concerning the failure rate of these bearings, is an absolute obligation of DNA to track and to correct. As a manufacturer DNA is inherently required to remain duly and consistently aware of evolving issues such as these, and should they not admit to doing so, then this in and of itself, constitutes a host of neglectful acts, and is not at all unlike the neglectful acts perpetrated by other manufacturers who have attempted to **'cloak'** such things as tire failures, poorly designed ignition switches, improperly designed air bags, or diesel computer manipulation, to cite just a few of many recent examples.



At this juncture it is critically important to note that at the very outset of these events the staff at Valley Motorsports advised my son to keep riding the motorcycle since 'finding metal in the oil of a Ducati is a normal occurrence'. But in reality the word 'normal' in this context is synonymous with the word 'typical' which, by a sampling of the mounting evidence (enc.) pertaining to the failures of this particular critically located bearing, clearly indicates it is. Therefore the initial statements offered by Valley Motorsports, an authorized Ducati facility, of noise and swarf being 'normal' to the Ducati brand is in fact a candid acknowledgement that this is both a recognized and common problem, since this exact same thrust-type bearing is used in many other various Ducati models (enc.). So in retrospect, and with the mounting evidence now firmly in hand, 'normal' becomes the critical key as to just why this matter was so swiftly referred to a law firm rather than being **unconditionally** tasked to a team of technical specialists, and sheds further light on why DNA, through its representative law firm, makes every attempt to renegotiate the terms of the warranty by demanding exclusive rights to control the process of disassembling these compromised engines, all to their own advantage.

Thus my son's recent finding, along with the published definition, and the amazing pictorial similarity of what the bearing industry itself defines as a thrust bearing **failure** (enc.), along with the mounting number of exactly similar reports of Ducati main bearing failures, and broken crankshafts, that are becoming more and more common on the internet (enc.), that neither Valley Motorsports, nor DNA's district agent, nor the administrators of Ducati North America, nor the law firm of Dinsmore and Shohl LLC, ever had a right to claim, at the outset of these dealings, or even now, that the evidence as first reported, did not constitute an expeditious and **unconditional** warrantable action, since the data-base supporting the commonality of this failure was already more than likely not only known to DNA, but was thereafter **veiled** under the guise of being 'a normal condition'. So for DNA, or any affiliate, to continue to employ these same dubious tactics to shield this information from public view, only places the financial and physical well-being of those who purchase these motorcycles, as well as their unsuspecting passengers, in financial and physical jeopardy, which makes these egregious actions of DNA, and their affiliates, even more unsettling and unacceptable.

It is most important to note that among the many pieces of early correspondence that were distributed at the onset of these events, were also letters requesting assistance and/or guidance from The National Highway Traffic Safety Administration (citing a potential engine failure at highway speeds) and the Office of the Attorney General of Massachusetts Consumer Protection Division (citing Ducati's failure to comply with either the Massachusetts Consumer Protection Laws or the Magnuson Moss Warranty Federal Trade Commission Laws), all of which were to no avail. This becomes the crux of the reason why manufacturers can continue to operate with complete impunity, being well aware that the very agencies whose core purpose is to assure the safety of the motoring public, or to otherwise enforce the warranty laws, will do nothing to protect the financial and/or physical well-being of the 'individual' consumer. And until something is done to correct this glaring gap, since in truth any 'individual' case will always be representative of an even greater number of consumers, then every consumer can be easily left with just a worthless piece of paper and, in cases such as this one exemplifies, with a vehicle that has the absolute potential of imperiling numerous lives and causing substantial financial losses.

Be assured that until this glaring gap is corrected savvy manufacturers will continue to thumb their noses at every watchdog agency, because they already know, by repeated experience, that there is nothing relevant any one of these agencies are willing to do for the 'individual' consumer.

Sincerely,


Walpole, MA 


(enc.)

cc: NHTSA (Ref. 10/01/2014)

Massachusetts Attorney General Consumer Protection Division (Ref. 02/23/15)

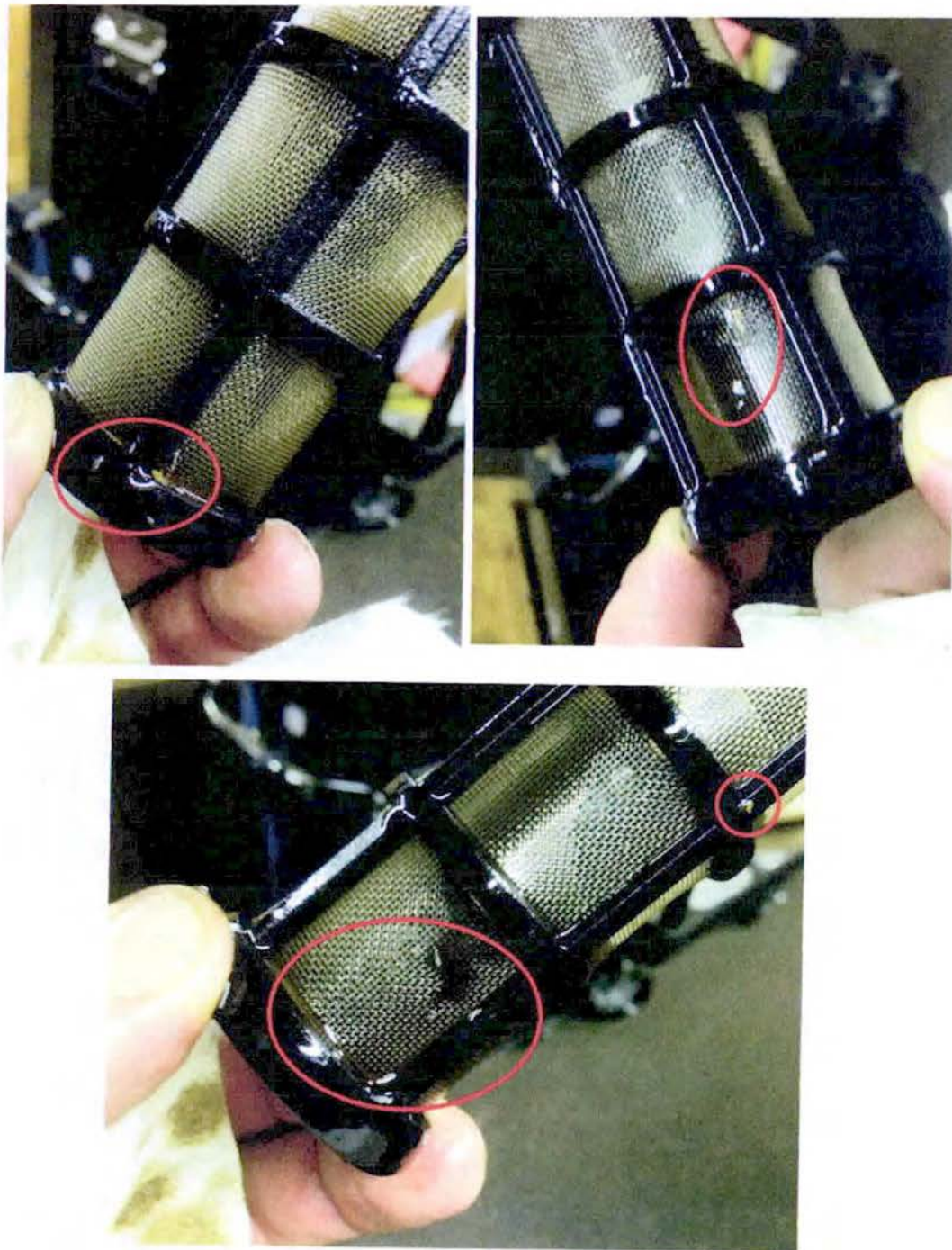
METAL SHARD PHOTOS
August 23, 2013 Oil Change (3000 miles since last oil change)



FIGURES 1 & 2: Photos of magnetic plug taken immediately after removal from engine showing numerous metallic shards and debris.



FIGURE 3: Photo of magnetic plug taken after cleaning off external metal shards and then 'pumping' magnet on plug's shaft; exposing additional metal shards and debris trapped inside magnet's core.



FIGURES 4, 5, & 6: Photos of sump screen showing numerous metal shards stuck to screen.



Ducati North America, Inc.

Limited Warranty for Motorcycles

Ducati North America Inc, 10443 Bandle Drive, Cupertino, California 95014 (hereinafter "Ducati") warrants for a period of twenty-four (24) months from the date of initial retail purchase from an authorized Ducati motorcycle dealer that each new Ducati motorcycle shall be free, under normal use and maintenance, from any defect in material and workmanship subject to the following conditions, exclusions, obligations and limitations:

COVERAGE

Any material or workmanship found to be defective by Ducati within the twenty-four (24) month warranty term shall be repaired or replaced without charge for parts and/or labor at any authorized Ducati motorcycle dealer. *WHAT?*

Valley Motorsports

OWNER'S OBLIGATION

In order to maintain the Ducati warranty, the owner must do the following:

- A. Deliver the motorcycle to an authorized Ducati motorcycle dealer or equally qualified service facility for inspection, maintenance services and adjustments according to the Periodic Maintenance chart contained in the owner's manual. The inspection, maintenance services and adjustments are to be performed at owner's expense;
- B. Present a copy of the Warranty Registration Card or other proof of initial retail purchase date to an authorized Ducati motorcycle dealer at the time warranty repairs are performed on the motorcycle;
- C. Operate and maintain the motorcycle as specified in the appropriate Owner's Manual; And
- D. Notify an authorized Ducati motorcycle dealer of any and all apparent defects immediately, and make the motorcycle *working!*

LIMITATIONS

This warranty shall not apply to or include repairs or replacements required as a result of:

- A. Accidents;
- B. Misuse, abuse or neglect;
- C. Lack of reasonable and proper maintenance as set forth in the Ducati Owners Manual;
- D. Repairs improperly performed or replacements improperly installed by anyone other than an authorized Ducati dealer;
- E. Use of replacement parts or accessories not conforming to Ducati Specifications which adversely affect performance and/or durability;
- F. Alterations or modifications not recommended or approved in writing by Ducati;
- G. Normal wear and deterioration occasioned by the use of the motorcycle

EXCLUSIONS

The following are excluded, without advance notice from Ducati, from the coverage of the terms and conditions of the warranty:

- A. All off-road and competition designated model Ducati motorcycles.
- B. Any Ducati motorcycle engaged in competitive racing or related use.
- C. Any Ducati motorcycle utilized for rental purposes;
- D. Tires (covered by the tire manufacturer's warranty).
- E. Routine maintenance services and adjustments;
- F. Total Loss, Salvage, Junk, or Scrap Vehicles, defined as follows:
 1. the vehicle is declared to be a total loss by a financial or insurance company; or



Ducati North America, Inc.:

Limited Warranty for Motorcycles

- 2. the vehicle is rebuilt after being declared to be a total loss by a financial or insurance company; or
- 3. the vehicle is issued a certificate of title, salvage title, or similar title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or the equivalent thereof;
- G. Non-genuine Ducati parts and accessories that have not otherwise been approved in writing by Ducati for use on the particular model of Ducati motorcycle covered by this warranty.
- H. Parts that are installed as replacements for parts removed as part of normal required maintenance (such replacement parts are covered by their own warranty, if any)

LIMITED LIABILITY

MASS.
LAW
SUPERCEDES

- The liability of Ducati under the twenty-four (24) month warranty is limited solely to the remedying of defects in materials or workmanship by an authorized Ducati motorcycle dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the motorcycle or transportation of motorcycle to or from the Ducati dealer. DUCATI SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE DUCATI MOTORCYCLE FOR ANY OTHER PURPOSE. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- NO EXPRESS WARRANTY IS GIVEN BY DUCATI WITH RESPECT TO THE DUCATI MOTORCYCLE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE TWENTY-FOUR (24) MONTH WARRANTY TERM SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU;
- C. No dealer is authorized to modify this Ducati Limited Motorcycle Warranty

LEGAL RIGHTS

- THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Ducati North America, Inc.:

Limited Noise Emissions Warranty

Ducati North America Inc, 10443 Bandlely Drive, Cupertino, California 95014 warrants that this vehicle was designed, manufactured and equipped so that when new, it would conform with applicable Motorcycle Noise Regulations of the U.S. Environmental Protection Agency.

This warranty is not limited to any particular part, component or system of the vehicle. Defects in the design, assembly, or in any part, component or system to the vehicle which, at the time of sale to the first purchase, caused noise emission levels to exceed applicable Federal standards in effect at the time of manufacture, are covered by this warranty.

November 5, 2014

[Redacted]
Walpole, Massachusetts [Redacted]

Re: **2012 Ducati Diavel (VIN ZDM13BLW4CB [Redacted])**

Dear [Redacted]

Ducati North America, Inc. ("DNA") and Ducati Motor Holding, S.p.A. ("DMH") (collectively, referred to as "Ducati") in receipt of your letters dated October 7, 2014 and October 20, 2014. As stated in earlier correspondence to you, **Ducati disagrees that there is evidence of a defect in your motorcycle, much less that such an alleged defect is covered under DNA's limited written warranty.** That said, given your continued complaints related to the motorcycle, Ducati has offered to arrange to have **one of its authorized Ducati dealers, together with the assistance of a DNA Technical Representative, disassemble and inspect the relevant parts of your motorcycle.** DNA still requires that prior to such work, **you commit to pay for the work if no warrantable condition is found.** If any warrantable conditions are found as a result of this inspection, DNA will repair the defects and there will be no cost to you for the repairs, disassembly, inspection, and re-assembly. To date, you have not agreed to let your motorcycle be inspected by an authorized Ducati dealer, or DNA through its assistance of inspection at the authorized Ducati dealership by a DNA Technical Representative.

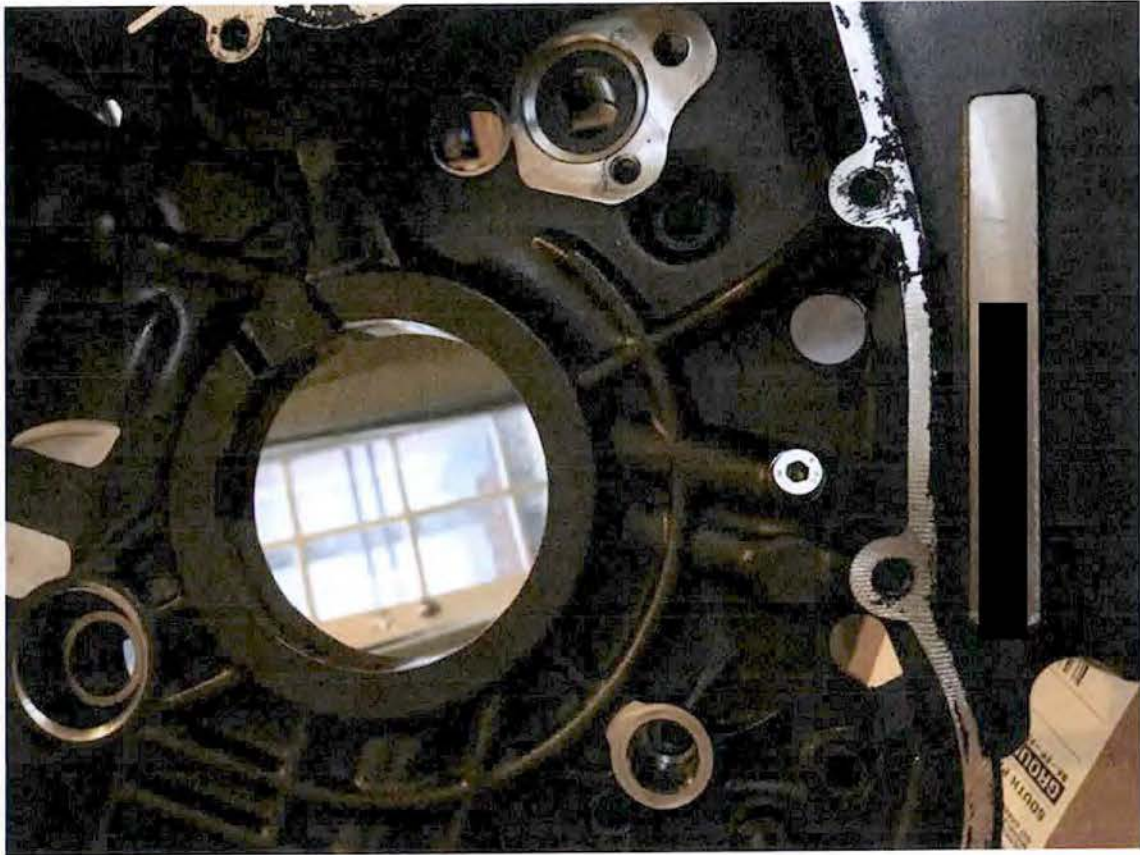
As I have repeatedly advised in the past, not every condition that you experience with your motorcycle is a defect, or is covered under DNA's limited written warranty (even if it is during the warranty period). We have now exchanged several communications where Ducati has made clear no warrantable conditions have been found. Ducati has nonetheless offered to facilitate an inspection by Ducati, or one of its authorized dealers, **subject to your agreement to pay for the inspection if no warranty conditions are found.** This offer will remain open until November 14, 2014. Please be advised that if you have not agreed to let DNA or a Ducati-authorized dealer conduct an inspection for warranty condition in your motorcycle by November 14, 2014, this offer will be thereafter revoked. Please advise if you are willing to permit DNA or its authorized dealer to conduct an engine disassembly and diagnosis of your motorcycle as outlined above.

NOT TRUE
Valley Motors says
DID THIS!!



ENGINE SWAP UNDERWAY

Dec. 2015



SERIAL NUMBER OF ORIGINAL (DISASSEMBLED) ENGINE



THE RECENTLY DISASSEMBLED CASE



COMPONENTS OF THE COMPROMISED MAIN THRUST BEARING

(Note: No heat discoloration. No tell-tale lubrication related issues.)



ENLARGED PICTURE OF OUTER RACE SHOWING EMBOSSED THRUST BEARING DESIGNATION

(Note: THRUST is embossed on the right side of picture)



**THE FAILED INNER RACE OF THE MAIN THRUST BEARING
THE CLEAR SOURCE OF THE LOWER ENGINE NOISE AND THE METAL SWARF**

THE TORRINGTON COMPANY

BEARING FAILURE PREVENTION GUIDE

Introduction

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Identification, Cause and Preventive Measures

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NOTE THE REFERENCE TO THRUST BEARING FAILURES 'PG.'S 12,13'
(Cuts from these 'Thrust Failures' pages follow)

THRUST FAILURE

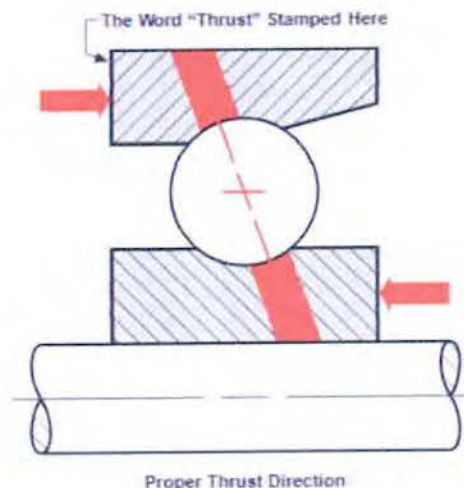
Preventative Measures

Maximum Capacity Failure

A more suitable Conrad or angular contact type bearing must be selected if high or predominate thrust capacity is required. Obviously, the maximum capacity failure was caused by using a bearing using a bearing designed for heavy radial, or combined radial thrust loads, not for pure thrust loading. It is recommended that no more than 60 percent of the accompanying radial load on the bearing be applied in thrust.

Counterbore Failure

The remedy here is to mount the bearing correctly so that the balls have full shoulder support on both the inner and outer rings. Remember that the outer ring counterbore bearing will take thrust against the inner ring on the counterbored side of the bearing, and the outer ring on the side opposite the counterbore. The word **THRUST** will be stamped on the outer ring face showing the proper thrust surface.



(Note 'The word "Thrust" Stamped Here' as compared to the Ducati Bearing)

THRUST FAILURE

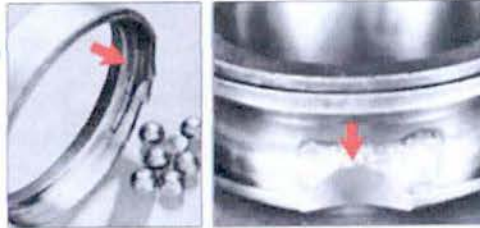
Identification

Maximum Capacity

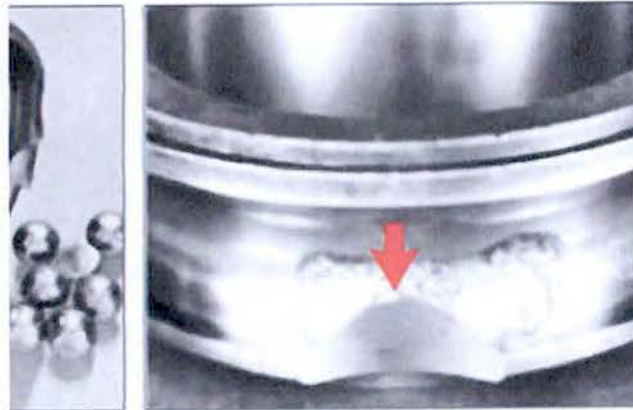
Bearings with filling slots are not recommended for heavy thrust loading because, as the balls pass over the inner ring and outer ring notches, they may become nicked or dented. This in turn may cause spalling of the races (probably in the vicinity of the loading slot).

Counterbored Bearing

There will be a breakdown of the counterbored shoulder of the bearing which may result in the fracture of the ring. The balls will be banded from riding up against the shallow shoulder. Also the bearing may become disassembled during service.



Examples of Thrust Failure



Examples of Thrust Failure



THE INNER RACE OF THE FAILED DUCATI MAIN THRUST BEARING COMPARED TO THE INDUSTRY EXAMPLE OF A FAILED THRUST BEARING.

Sunday, November 8, 2015

Ducati main bearing failures

I rebuilt an ST3 engine a couple of weeks ago due to a bad main bearing. I didn't video that one beforehand, but I do have a little video that shows the noise they make well.

The cause is usually the inner race of the RH main bearing pitting. Sometimes the balls and then the outer race pit as well. I guess it might depend on how long you let the noise run for as to how far the damage travels.



**YET ANOTHER EXAMPLE OF A DUCATI MAIN BEARING FAILURE
WITH A NOTE CITING 'THE NOISE THEY MAKE'**



Ducati.ms - The Ultimate Ducati Forum > Ducati Motorcycle Forums > Superbikes > What Happened to These Bearings (Pictures)

Reply Linkback Thread Tools Display Modes

Jun 17th, 2010, 7:00 pm Thread Starter post #1 of 9 (permalink)

Senior Member
Join Date: Nov 2009
Location: San Diego, CA, USA
Posts: 236

What Happened to These Bearings (Pictures)

This is what my main and input right hand bearings looked like. What happened? Anybody know? This is the inner race of the main crank bearing. Dont mind the rust its been out of the engine for a while. The input right bearing looked like this too.



Last edited by [redacted] Jun 17th, 2010 at 7:07 pm.

Quote Quick Reply

This is what my main and engine for a while. The inp

Attached Thumbnails



YET ANOTHER EXAMPLE OF A DUCATI MAIN BEARING FAILURE

Member:
Join Date: Nov 2011
Posts: 56

Update and answers

Ok to answer a few questions raised:

- the main bearings are ball bearing, bloody big ball bearings.
- the rods are plain bearings.

The tech thinks the crank 'may' have been too tightly shimmed in factory. His experience based upon issues with race engines.

What I can tell you is that the hardener broke up on the outer wall of the bearing. The balls seem to be in good condition however you can see some signs of heat/dissolution. The bearing cage is in good condition holding the balls in the right position. The oil system and filtering did a good job in protecting the mains and small ends.

There was no sign of coolant in the oil or near the bearings, just loads of bearing material in the sump.

(Excerpt of last line above)

There was no sign of coolant in the oil or near the bearings, just loads of bearing material in the sump.

**YET ANOTHER EXAMPLE OF A DUCATI MAIN BEARING FAILURE
CITING 'LOADS OF BEARING MATERIAL IN THE SUMP'**

EVEN freakin KIA can build an engine nowadays...

Ducati MUST do BETTER in the QC department, or if not there, Better in the warantee deptment , with a QUICK fix for the unfortunate souls that put up their hard earned money for a VERY expensive Austrailian PRICED bike...

**YET ANOTHER COUNTRY HEARD FROM
CITING 'DUCATI MUST DO BETTER IN THE QC & WARRANTY DEPARTMENT'**

Diavel 2013 total loss (read motorcycle)
submitted 2 months ago by [REDACTED]

I rode a Diavel Strada which I bought brand new in 2013. When I left work and was heading home 2 weeks ago, I already heard a rattling sound,. I thought I take the risk. Power dropped while riding on the highway and a lot of smoke came out of the engine. So I immediately parked it. It was leaking a lot of oil. Road service brought the bike and me home.

My dealer confirmed that Ducati nowadays does everything to reject claims and not take responsibility.

**YET ANOTHER 2013 DIAVEL HEARD FROM
CITING A MAJOR ENGINE FAILURE 'WHILE RIDING ON THE HIGHWAY'
&
'DUCATI NOWADAYS DOES EVERYTHING TO REJECT CLAIMS'**

In bearing left side

DUCATI CRANKSHAFT MAIN BEARING LEFT SIDE



Ducati **New**

REF: 751913380

Diavel Hypermotard MH900e Monster 1000ie
Monster 1100 Monster 1100 Evo Monster 1200 / S Monster
600 Monster 620 Monster 695 Monster 696 & 796 Monster
750 Monster 750ie Monster 800ie Monster 821 / Dark
Monster 900 Monster 900ie Monster S2R 1000 Monster S2R
800 Monster S4 (916) Monster S4R (996) Monster S4R (998)
Monster S4RS Multistrada (2003 - 2010) Multistrada 1200
Sport Touring ST2 Sport Touring ST3 Sport Touring ST4
Sport Touring ST4S SportClassic Streetfighter Supertbike
1098 & 1198 Supertbike 748 Supertbike 749 & 999 Supertbike
848 Supertbike 851 / 888 (SP2, SP3, SP4, SP5) Supertbike 916
Supertbike 996 Supertbike 998 Supersport 1000Ds
Supersport 600 Supersport 620ie Supersport 750
Supersport 750ie Supersport 800ie Supersport 900
Supersport 900ie World Supertbike 1098RS World Supertbike
888 Corsa World Supertbike 916R World Supertbike 996RS
World Supertbike 998RS World Supertbike 999RS World
Supersport 748RS World Supersport 749RS

*Ducati Crankshaft main bearing left side for T4 /
D4 and right side for D2 Desmodue.*

Ducati listing price: 83,20€

Prix: **75,00 €**

Out of stock



Ducati Crankshaft main bearing left side - 3

**THIS IS THE EXACT SAME BEARING THAT FAILED & IT'S USED ON MANY DUCATI MODELS.
BUT IT'S OUT OF STOCK. AND WHY? LIKELY BECAUSE IT'S A COMMON FAILURE.**

██████████ vs. Ducati - Timeline of Events

This case began while I was employed and living in Massachusetts. I have since relocated to California, becoming an official resident on June 28, 2014. Part of this case involves a 30-day letter-of-demand (Massachusetts General Law) that was issued by a Massachusetts attorney.

1. April 5, 2012 - Purchased 2012 Ducati Diavel (New) from Ducati Dealer Valley Motorsports in Northampton, MA with full two-year manufacturer warranty.
2. August 19, 2013 - Abnormal engine "whirring/whining" noise begins emanating from engine while riding on the highway.
3. August 20, 2013 - Bring motorcycle in for scheduled recall-related maintenance issue and alert service counter that an abnormal engine noise has begun emanating from engine. Technicians noticed noise as well and went as far as to remove cam-belt covers to inspect pulleys/belt. Nothing was found to be problematic with the cam-belt area so they replaced cover and advised me to keep riding it and bring it back if the noise worsened.
4. August 23, 2013 - A significant amount of metal debris was discovered stuck to magnetic oil drain plug and sump screen during a routine oil change at 10k miles (long after engine break-in period had elapsed). (Pictures enclosed; see folder ██████████_Letter_to_DNA)
5. August 27, 2013 - Called service center at Valley Motorsports to alert them of my findings. Was instructed to bring it in to the shop for evaluation by technical team member (Adam Dragon). No trailer was available at dealer so he advised me to call Ducati Roadside Assistance to have them pick up the motorcycle from my residence and deliver it to them for assessment. Along with the motorcycle, I provided them with the metal debris in a baggie, and pictures of the sump screen magnetic oil plug covered with metal flakes. Bag of metal debris I provided them was retained by service department.
6. September 3, 2013 - Called by service manager (Matt Johnson) at Valley Motorsports and told that there is not enough evidence to warrant an investigation involving disassembly of the engine and suggested again that I should keep riding it until the noise got dramatically worse. He said that the amount of metal debris in the pictures was "no cause for concern."
7. September 27, 2013 - Sent a registered letter to Ducati North America (DNA) who is the warrantor of the motorcycle asking for more thorough investigation into the origins of the noise and metal found in the engine noting that sudden engine failure during operation could cause catastrophic injury to the rider(s). (letter enclosed; see folder ██████████_Letter_to_DNA)
8. October 8, 2013 - Received telephone call from DNA technical service director John Bernsten saying that they concur with the service department in all regards. They will not warrant an investigation requiring disassembly and analysis of the engine itself but offered to do so only if I were to agree to pay the service department for parts and labor if the source of noise and metal debris found in the engine was determined by Ducati not to be considered a defect in manufacturing. This contingency-based inspection seemed suspicious both because it was not part of the original warranty agreement and also because there were obvious signs of engine problems. Over the phone, John offered to have the oil I removed from the engine to be sent

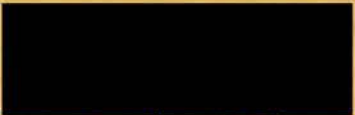
- out for spectral analysis free of charge to help determine the source of metal debris in the engine. I was instructed by John to bring the oil to the dealership and they would send it out.
9. October 16, 2013 - I packaged the used oil into a container and dropped it off at Valley Motorsports (handed it to Adam Dragon in the service department). A few weeks went by and I still had not received any callback regarding the oil test results. I ended up calling the service department and asking them about the results and they said they had not heard back from the test center. After repeated inquiries over the next few months the service department told me that they would contact me when they heard back. Still to this day I have not heard back and the oil and/or container were never returned. I suspect that the service center discarded my oil and never sent it out for testing as was promised by John at DNA.



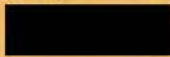
Figure 1. Picture of used oil in container prior to dropping it off at Valley Motorsports.

10. December 12, 2014 - With only 40 more miles driven on the bike since September 3, 2013 (due to fear of catastrophic engine failure) and not ever hearing back as to the "results" of the oil analysis, I decided to pull the magnetic oil plug again for inspection. I found more metal debris stuck to the plug which I promptly documented and again brought to the attention to DNA. DNA never responded. (letter and pictures enclosed; see [REDACTED] Letter_to_DNA)
11. February 12, 2014 - I contacted a lawyer (Daniel Vieira) in my area (at the time) to send a 30-day Letter-of-Demand (Massachusetts legal form: M.G.L. Chapter 93 A, sections 2 and 9). (letter enclosed; see folder 02_12FEB14_Vieira_Letter_to_DNA)
12. April 4, 2014 - Vieira received email response from DNA's lawyer. The response came after the state mandated deadline of 30-days after registered mail receipt date. This entitles the claimant to multiple damages as per Massachusetts law. (email enclosed ; see 02_12FEB14_Vieira_Letter_to_DNA\02_04APR14_DNA_Lawyer_Email_Response_to_Vieira_BELATED)

13. May 9, 2014 - Vieira is too busy to handle my case and steps down- asking DNA's lawyer to direct all future correspondence to me directly. (email enclosed ; see **02_12FEB14_Vieira_Letter_to_DNA\03_09MAY14_Vieira_Reply_to_DNA_Lawyer_Email_Response**)
14. June 1, 2014 - I send a letter to DNA's lawyer requesting a refund of the purchase price less mileage for failure to honor the written warranty. (letter enclosed; see folder and documents **[REDACTED]_Letter_to_DNA_Lawyer**)
15. June 24, 2014 - DNA's lawyer responds through email again offering a contingency-based inspection of the engine internals. (email enclosed; see folder and documents **[REDACTED]_Letter_to_DNA_Lawyer**)
16. July 7, 2014 - I respond to DNA's lawyer saying that I have lost trust in the competence of the service department and based on the carelessness of how Ducati has handled my case up until this date, I have lost faith that a fair diagnosis of my motorcycle engine would be performed if I were to submit my motorcycle to a contingency-based inspection. (letter enclosed; **[REDACTED]_Letter_to_DNA_Lawyer**)
17. July 14, 2014 - Ducati's lawyer again responds via email defaulting to offering a contingency-based inspection. (email enclosed; **[REDACTED]_Letter_to_DNA_Lawyer/02_14JUL14_DNA_Lawyer_Email_Response**)



Walpole MA.




Company Name

To: W41-306

Mailstop: 4 West
Department: NEC, NOA, NIA
Phone:

Purchase Order
(ItemVarName4)

Route 

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W41-306

NHTSA Headquarters
1200 New Jersey Avenue, SE
West Building
Washington, D.C.

20590

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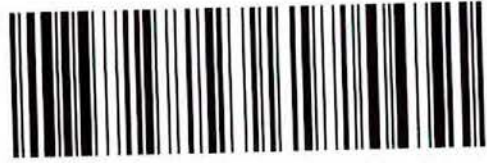
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May 02, 17
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