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OFFICE OF
APPELLATE COURTS

JAN 24 2001

Gregg E. Isaacson,
of counsel

FILED

Tammy P. Friederichs

January 24, 2001

Richard S. Slowes
Court Commissioner
The Supreme Court of Minnesota
Minnesota Judicial Center
25 Constitution Avenue
St. Paul, MN 55155

Re: In re Twin Cities Harley-Davidson Litigation
Case No.: C1-01-118

Dear Mr. Slowes:

As per your request in your January 19th letter, please find enclosed for filing a copy of the following:

1. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Jeff Berg* [Dakota County File No. 19-C6-00-9217];
2. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Brad Bruggentheis* [Anoka County File No. C6-00-7728];
3. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Rocklyn Bullis* [Dakota County File No. 19-C4-00-9216];
4. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Robert Byrnes* [Hennepin County File No. CT 00-014268];
5. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Robert Cady* [Rice County File No. C2-00-1539];
6. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Terrance John Carter* [Dakota County File No. 19-CX-00-9611];
7. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. David Denzer* [Anoka County File No. C4-00-7727];
8. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Dave and Tracy Gough* [Hennepin County File No. CT 00-012647];
9. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Jeffrey Jungwirth* [Hennepin County File No. CT 00-012648];
10. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Timothy Junkert* [Anoka County File No. C9-00-8288];

Mr. Slowes
January 24, 2001
Page two

11. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. James Kinney* [Hennepin County File No. CT 00-012649];
12. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Connie Kohrt* [Hennepin County File No. CT 00-013032];
13. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Mark Lindstrom* [Hennepin County File No. CT 00-012650];
14. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Crystone Lindwall* [Hennepin County File No. CT 00-012651];
15. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Alan Lucken* [Scott County File No. 2000-18572];
16. Amended Summons and Amended Complaint – *Twin Cities Harley-Davidson, Inc. v. Daniel Lund* [Anoka County File No. C1-00-8396];
17. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Anne Marie Mascia* [Anoka County File No. C3-00-8240];
18. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Steve Rose* [Anoka County File No. C6-00-7731];
19. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Dave Schodde* [Hennepin County File No. CT 00-013090];
20. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Mark Sutherland* [Hennepin County File No. CT 00-013090];
21. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Lawrence White* [Nobles County File No. C0-00-668]; and
22. Summons and Complaint – *Twin Cities Harley-Davidson, Inc. v. Terrell Williams* [Hennepin County File No. CT 00-012654].

Neither us, nor Hennepin County District Court has a copy of the Summons and Complaint in *Twin Cities Harley-Davidson, Inc. v. John Thorman* [Hennepin County File No. CT 00-012653]. I have asked Mr. Lafeber to forward a copy to you directly.

You also requested an affidavit of service. However, we filed the original Affidavit of Service with our motion papers on January 17, 2001. Therefore, we do not have the original. However, we have our copy. In response to your request, please find enclosed a copy of the Affidavit of Service for service of our motion papers upon Michael Lafeber, counsel for Twin Cities Harley-Davidson, Inc.

Yours truly,



TAMMY P. FRIEDERICHS

TPF:amf

Enclosures

cc: Michael Lafeber, Esq. (w/o enclosures)

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

FILED

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Jeff Berg,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By 
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Jeff Berg,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Jeff Berg is a resident of Dakota County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. When Defendant's name came up on the waiting list, the model specified by him was no longer of interest to him. At his request, Twin Cities Harley-Davidson, Inc. transferred his deposition to allow him to purchase a different model motorcycle.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

FILED

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Brad Bruggentheis,

Defendant.


THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Brad Bruggentheis,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Brad Bruggentheis is a resident of Anoka County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

JAN 24 2001

DISTRICT COURT

COUNTY OF DAKOTA

FILED

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Rocklyn Bullis,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 8.22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Rocklyn Bullis,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Rocklyn Bullis is a resident of Dakota County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. At the time that Twin Cities Harley-Davidson, Inc. offered to sell a motorcycle to Defendant, Defendant raised his claim that a promise had been made to sell the motorcycle at the manufacturer's suggested retail price. Plaintiff and Defendant thereafter negotiated terms of a sale of a motorcycle on a compromise basis in which the parties reached an accord and satisfaction of Defendant's purported claim.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

JAN 24 2001

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FILED

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Robert Byrnes,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (130916)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8.22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Robert Byrnes,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Robert Byrnes is a resident of Anoka County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. At the time that Twin Cities Harley-Davidson, Inc. offered to sell a motorcycle to Defendant, Defendant raised his claim that a promise had been made to sell the motorcycle at the manufacturer's suggested retail price. Plaintiff and Defendant thereafter negotiated terms of a sale of a motorcycle on a compromise basis in which the parties reached an accord and satisfaction of Defendant's purported claim.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

JAN 24 2001

DISTRICT COURT

COUNTY OF RICE

FILED

THIRD JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Robert Cady,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RICE

THIRD JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Robert Cady,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Robert Cady is a resident of Dakota County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT


The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

FILED

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Terrance John Carter,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Terrance John Carter,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Terrance John Carter is a resident of Dakota County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Before Defendant's name came up on the waiting list, the model specified by him was no longer available from the manufacturer. At defendant's request, Twin Cities Harley-Davidson, Inc. agreed to apply his deposit to a waiting list for a different model motorcycle.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

JAN 24 2001

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON **FILED**

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

David Denzer,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

David Denzer,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. David Denzer is a resident of Washington County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. When Defendant's name came up on the waiting list, the model year offered to him was not acceptable and so he declined to purchase and obtained a refund.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.


9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and
4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By 
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

JAN 24 2001

DISTRICT COURT

COUNTY OF HENNEPIN

FILED

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Dave and Tracy Gough,

Defendants.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (19416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Dave and Tracy Gough,

Defendants.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Dave and Tracy Gough are residents of Hennepin County and were customers of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendants placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendants specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendants allege that Twin Cities Harley-Davidson, Inc., in taking the Defendants' waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendants claim to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendants later decided not to get the model they requested. Instead, they requested that this deposit be applied by Twin Cities Harley-Davidson, Inc. to a different model motorcycle.

8. Defendants are threatening to sue Plaintiff to recover an amount, less than \$3,000, which they alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendants, through an attorney, are threatening to also seek recovery of attorneys' fees in an amount in excess of Defendants' alleged damages.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendants as follows:

1. That Defendants have no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and
4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

JAN 24 2001

DISTRICT COURT

COUNTY OF HENNEPIN

FILED

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Jeffrey Jungwirth,

Defendant.

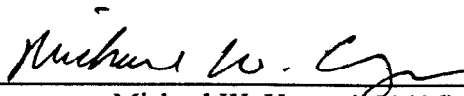
THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Jeffrey Jungwirth,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Jeffrey Jungwirth is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

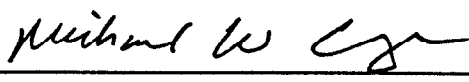
1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By 
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA
COUNTY OF ANOKA

JAN 24 2001

FILED

DISTRICT COURT
TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Timothy Junkert,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (191416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Timothy Junkert,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Timothy Junkert is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. When Defendant's name came up on the waiting list, he asked to apply his deposit toward purchase of a different model.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and
4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 9-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

FILED

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

James Kinney,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT*:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: August 22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

James Kinney,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. James Kinney is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. After making his deposit, Defendant changed his interest in models and requested to transfer his deposit for purchase of a different model.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which it alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: August 22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.

Michael W Unger

Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

JAN 24 2001

DISTRICT COURT

COUNTY OF HENNEPIN

FILED

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Connie Kohrt,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Connie Kohrt,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Connie Kohrt is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which she alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

JAN 24 2001

DISTRICT COURT

COUNTY OF HENNEPIN

FILED

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Mark Lindstrom,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8.22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Mark Lindstrom,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Mark Lindstrom is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. After making his deposit, Defendant repeatedly cancelled his waiting list place and asked to transfer his deposit to a list for a different model. Each time he signed disclaimers of no price guarantee.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

JAN 24 2001 CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

FILED

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Cryson Lindwall,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Crysone Lindwall,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Crysone Lindwall is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. When Defendant's name came up on the waiting list, (s)he sought to have it sold to another. Twin Cities Harley-Davidson, Inc. offered to sell a different model motorcycle to Defendant at their own retail price.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which (s)he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

9. At the time that Twin Cities Harley-Davidson, Inc. offered to sell a motorcycle to Defendant, Defendant raised his/her claim that a promise had been made to sell the motorcycle at the manufacturer's suggested retail price. Plaintiff and Defendant thereafter negotiated terms of a sale of a motorcycle on a compromise basis in which the parties reached an accord and satisfaction of Defendant's purported claim.

10. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and
4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

JAN 24 2001

DISTRICT COURT

COUNTY OF SCOTT

FILED

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Alan Lucken,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF SCOTT

FIRST JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Alan Lucken,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Alan Lucken is a resident of Scott County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. When Defendant name came up on the waiting list, Defendant requested a different model and asked Twin Cities Harley-Davidson, Inc. to apply his deposit to a different model motorcycle.

8. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

9. Defendant is a member of a class whose claims were settled according to the terms of a settlement approved by the Dakota County District Court. Defendants claim, if any, was dismissed and released by order of Dakota County District Court.

10. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and
4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W Unger

Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

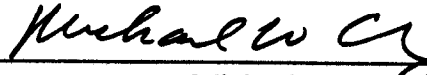
Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

FILED

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

**AMENDED
SUMMONS**

vs.

Court File No.

Daniel Lund,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 9.25, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

AMENDED COMPLAINT

vs.

Court File No.

Daniel Lund,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Daniel Lund is a resident of Anoka County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. At the time that Twin Cities Harley-Davidson, Inc. offered to sell a motorcycle to Defendant, Defendant raised his claim that a promise had been made to sell the motorcycle at the manufacturer's suggested retail price. Plaintiff and Defendant thereafter negotiated terms of a sale of a motorcycle on a compromise basis in which the parties reached an accord and satisfaction of Defendant's purported claim.

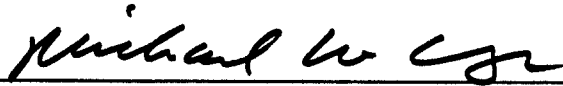
9. Defendant is a member of a class whose claims were settled according to the terms of a settlement approved by the Dakota County District Court. Defendant's claim, if any, was dismissed and released by order of Dakota County District Court.

10. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and
4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By 


Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 9-25, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.


Michael W. Unger

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

FILED

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No. _____

Anne Marie Mascia,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Michael M. Lafeber (242871)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953/7992

DATED: 9/13/00

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No. _____

Anne Marie Mascia,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Anne Marie Mascia is a resident of the State of Wisconsin, County of Burnett. Defendant was a resident of the State of Minnesota in 1993 and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit at Plaintiff's Blaine location in the County of Anoka in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of

the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

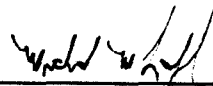
WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and
4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Michael M. Lafeber (242871)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953/7992

DATED: 9/13, 2000

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

FILED

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Steve Rose,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Steve Rose,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Steve Rose is a resident of Anoka County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

JAN 24 2001

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FILED

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Dave Schodde,

Defendant.

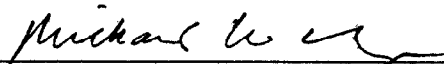
THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

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RIDER, BENNETT, EGAN & ARUNDEL, LLP

By



Michael W. Unger (131416)

Attorneys for Plaintiff

333 South Seventh Street, Suite 2000

Minneapolis, Minnesota 55402

(612) 340-8953

DATED: 8-27, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Dave Schodde,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Dave Schodde is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed refundable, noninterest-bearing deposits with Plaintiff in order to go on waiting lists to purchase a new Harley-Davidson motorcycle.
4. At the time of placing the deposits, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant received an invoice at the time of deposits which often reflected no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposits, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. Defendant previously brought a claim in conciliation court in which he alleged a similar claim. His claim was dismissed and any further claim is barred by the doctrine of res judicata.

9. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:


1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;

2. That any such claim, if brought, shall be dismissed with prejudice;

3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP


By 
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8.22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.

A handwritten signature in black ink, appearing to read "Michael W. Unger", written over a horizontal line.

Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

JAN 24 2001

STATE OF MINNESOTA
COUNTY OF HENNEPIN

FILED

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Mark Sutherland,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Mark Sutherland,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Mark Sutherland is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

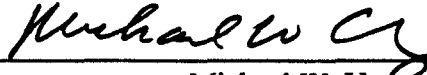
By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

CASE TYPE: DECLARATORY JUDGMENT

JAN 24 2001

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF NOBLES

FILED

EIGHTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Lawrence White,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (31416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF NOBLES

EIGHTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Lawrence White,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.
2. Lawrence White is a resident of Nobles County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.
3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.
4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future.
5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

The party upon whose behalf this pleading is submitted, by and through the undersigned, hereby acknowledges that sanctions may be imposed for a violation of Minn. Stat. § 549.211.



Michael W. Unger

OFFICE OF
APPELLATE COURTS

JAN 24 2001

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

FILED

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No.

Terrell Williams,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This case may be subject to Alternative Dispute Resolution (ADR) processes under Rule 114 of the General Rules of Practice for the District Courts. The Court Administrator or your attorney can provide you with information about ADR options and a list of neutrals available in your area. ADR does not affect your obligation to respond to the Summons and Complaint within twenty (20) days.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8.22, 2000

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

COMPLAINT

vs.

Court File No.

Terrell Williams,

Defendant.

Plaintiff, for its cause of action, states and alleges as follows:

1. Plaintiff is a Minnesota corporation in the business of sales and services of motorcycles with retail locations in Lakeville and Blaine, Minnesota.

2. Terrell Williams is a resident of Hennepin County and was a customer of Plaintiff Twin Cities Harley-Davidson, Inc.

3. Defendant placed a refundable, noninterest-bearing deposit with Plaintiff in order to go on a waiting list to purchase a new Harley-Davidson motorcycle.

4. At the time of placing this deposit, Defendant specified the model type desired to be purchased at some unspecified time in the future. Defendant also signed an invoice at the time of deposit which clearly stated that there was no guarantee of the price or availability of the motorcycle.

5. It was the practice and policy of Twin Cities Harley-Davidson, Inc. to sell motorcycles to customers on the waiting list at a price it set each year based upon its perception of the retail market. Twin Cities Harley-Davidson, Inc.'s retail price was independent from the

manufacturer's suggested retail price. At no time did Twin Cities Harley-Davidson, Inc. ever commit or promise to sell its motorcycles based upon the manufacturer's suggested retail price.

6. Defendant alleges that Twin Cities Harley-Davidson, Inc., in taking the Defendant's waiting list deposit, promised through a salesman to offer the motorcycle at the manufacturer's suggested retail price. Defendant claims to be entitled to receive the difference between the actual retail price offered by Twin Cities Harley-Davidson, Inc. and the manufacturer's suggested retail price.

7. Defendant is threatening to sue Plaintiff to recover an amount, less than \$3,000, which he alleges represents the difference between the manufacturer's suggested retail price and the actual retail price offered by Twin Cities Harley-Davidson, Inc. Defendant, through an attorney, is threatening to also seek recovery of attorneys' fees in an amount in excess of Defendant's alleged damages.

8. There being an adversity of interests between the parties and a justiciable controversy arising from this dispute, Plaintiff requests that the Court grant relief by declaring the rights of the parties pursuant to the Minnesota Declaratory Judgment Act, Minn. Stat. § 55.01 *et seq.*

WHEREFORE, Twin Cities Harley-Davidson, Inc. prays for a declaration and judgment against Defendant as follows:

1. That Defendant has no valid claim against Twin Cities Harley-Davidson, Inc. for damages related to making a deposit to get on a waiting list to purchase a motorcycle from Twin Cities Harley-Davidson, Inc.;
2. That any such claim, if brought, shall be dismissed with prejudice;
3. Plaintiff shall have its costs and disbursements herein; and

4. For such other relief as the Court deems just and equitable.

RIDER, BENNETT, EGAN & ARUNDEL, LLP

By Michael W. Unger
Michael W. Unger (131416)

Attorneys for Plaintiff
333 South Seventh Street, Suite 2000
Minneapolis, Minnesota 55402
(612) 340-8953

DATED: 8-22, 2000

ACKNOWLEDGMENT

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Michael W. Unger