

CASE TYPE: DECLARATORY JUDGMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Twin Cities Harley-Davidson, Inc.,

Plaintiff,

SUMMONS

vs.

Court File No. _____

Craig M. Smith,

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)

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DATED: 1/22, 2001

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. _____

Craig M. Smith,

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. Craig M. Smith 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., 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.;

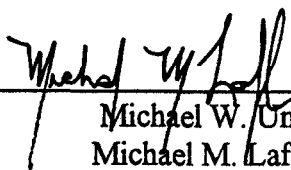
2. That any such claim, if brought, shall be dismissed with prejudice;

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

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.

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