

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Lina O Khan, Chair
Noah Joshua Phillips
Rebecca Kelly Slaughter
Christine S. Wilson
Alvaro M. Bedoya

In the Matter of

HARLEY- DAVIDSON MOTOR COMPANY
GROUP, LLC , a limited liability company.

DOCKET NO.

COMPLAINT

The Federal Trade Commission, having reason to believe that Harley-Davidson Motor Company Group, LLC, a limited liability company, has violated the provisions of the Federal Trade Commission Act, the Magnuson-Moss Warranty Act ("Warranty Act"), 15 U.S.C. § 2301 et seq, and the Rule Governing Disclosure of Written Consumer Product Warranty Terms and Conditions, 16 C.F.R. § 701, promulgated thereunder, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Harley-Davidson Motor Company Group, LLC ("Harley-Davidson" or "Respondent") is a Wisconsin limited liability company with its principal office or place of business at 3700 West Juneau Avenue, Milwaukee, Wisconsin 53208.
2. Respondent has manufactured, advertised, offered for sale, sold, and distributed Harley Davidson motorcycles, parts, accessories, and other products throughout the United States
3. The acts and practices of Respondent alleged in this Complaint have been in or affectw [(C)-(f)-ctw

5. The length of the warranty offered by Respondent is twenty-four months, “starting from the earlier of (a) the date of the initial retail purchase and delivery of the motorcycle from an authorized Harley-Davidson dealer; or (b) the third anniversary of the last day of the model year of the motorcycle.”
6. Respondent, through its written warranty, conditions warranty coverage on the use of genuine Harley-Davidson parts and accessories.
7. For example, Respondent’s 2021 warranty states that “Genuine Harley

Count II
Deceptive Conduct in Violation of the Federal Trade Commission Act

21. In numerous instances, Respondent, a warrantor, represented, directly or indirectly, expressly or by implication, that the validity of its warranty for consumer products costing more than \$5 is conditioned on the use, in connection with the warranted product, of genuine Harley-Davidson parts and accessories that were not provided to the consumer free of charge under the warranty.

22. A warrantor cannot, as a matter of law, condition the validity of a warranty on the consumer's use, in connection with the warranted product, of an article or service (other than an article or service provided without charge under the terms of the warranty) identified by brand, trade, or corporate name unless it has received a waiver from the Federal Trade Commission. *See* 15 U.S.C. § 2302(c).

23. Respondent has never received, or even sought, a waiver from the Federal Trade Commission to excuse it from complying with Section 2302(c) of the Warranty Act.

24. Therefore, the representation set forth in Paragraph 21 is false or misleading.

25. The acts and practices of Respondent as alleged in Paragraphs 21-24 constitute unfair or deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act.

Count III
Failure to Clearly Describe All Warranty Terms in a Single Document in Violation of the Disclosure Rule

26. Respondent, a warrantor, failed to include, for a product that actually cost consumers more than \$15, all warranty terms in a single document that contains a clear description and identification of products, parts, characteristics, components, and properties covered by and, where necessary for clarification, excluded from the warranty, as required by the Disclosure Rule, 16 C.F.R. § 701.3(a)(2).

27. The acts or practices of the Respondent, as described in Paragraph 26, violate Section 701.3(a)(2) of the Disclosure Rule, and Section 5 of the FTC Act, 15 U.S.C. § 45(a)(1).

THEREFORE, the Federal Trade Commission this _____ day of _____, 20__, has issued this C