

A.
ENGINEERING
DRAWING
REVISIONS

***B. STRESS
ANALYSIS***

**C. *WARRANTY
RETURN
REPORT***

<u>Reason</u>	<u>C</u>	<u>Entered</u>	<u>Order #</u>	<u>Text</u>	<u>Part #</u>
WC		5/25/93	12829	RFC: Cracked crown	85-3312
WC		6/7/93	14395	RFC: Cracked crown	85-3309
WC		6/23/93	16622	RFC: Crown cracked - send refund	85-3302
WC		6/23/93	16622	RFC: Crown cracked please refund	85-3305
WC		7/19/93	19437	Cracks in crown	85-3304
WC		7/22/93	19918	Crown cracking	85-3307
WR		8/2/93	20972	RFR: Crown cracked	
WR		8/2/93	20999	RFR: Crown Cracked, adjusters tight	
WR		8/2/93	21037	RFR: Cracked crown	85-3301
WR		8/3/93	21293	RFR: cracked crown	85-3300
WR		8/3/93	21332	RFR: Cracked crown	85-3306
WR		8/6/93	21860	RFR: Cracked crown	85-3308
WR		8/9/93	22002	RFR: Cracked crown	
WR		8/9/93	22133	RFR: Cracked crown	
WR		8/10/93	22261	RFR: Cracked parts	85-3301
WR		8/12/93	22631	RFR: Cracked crown	85-3309
WR		8/16/93	22893	Cracked M2 crown	85-3301
WR		8/24/93	23879	Crown has developed cracks on it	85-3304
WR		8/24/93	23955	Crown cracked - check complete fork	
WR		8/25/93	24080	RFR: crown is cracked	
WR		8/25/93	24162	RFR: Cracked crown	
WR		8/25/93	24181	Cracked crown, replace	85-3300
WR		8/25/93	24181	Cracked crown, replace	85-3317
WR		8/26/93	24299	RFR: Crown cracked	85-3300
WR		8/30/93	24490	RFR: Adj frozen, crown cracked	
WR		8/31/93	24732	RFR: Cracked crown, split bumpers	
WR		8/31/93	24772	RFR: Crown is cracked	85-3306
WR		9/2/93	24968	RFR: Crown cracked	85-3305
WR		9/2/93	25027	RFR: Cracked crown	85-3300
WR		9/7/93	25202	Cracked Crown 1 1/4 x 6.5	85-3309
WR		9/7/93	25390	RFR: Crown cracking	85-3306
WR		9/7/93	25390	RFR: Crown cracking	85-3316
WR		9/8/93	25436	RFR: Crown cracked	
WR		9/8/93	25515	RFR: Crown cracked	
WR		9/13/93	25816	RFR: Cracked crown	85-3316
WR		9/13/93	25982	RFR: Cracked crown	85-3300
WR		9/13/93	26000	RFR: Crown has 4 cracks, legs ratteling	
WR		9/21/93	26709	RFR: Cracked crown	85-3306
WR		9/22/93	26922	RFR: Cracked crown	85-3301

<u>Reason</u>	<u>C</u>	<u>Entered</u>	<u>Order #</u>	<u>Text</u>	<u>Part #</u>
WR		9/27/93	27491	RFR: Crown has stress cracks in crown	85-3304
WR		9/27/93	27606	RFR: Cracked crown	
WR		9/28/93	27644	RFR: Cracked crown	
WR		9/28/93	27747	Cracked M Sport crown steer	
WR		9/29/93	27875	Customer snapped C/S off of fork	85-4000
WR		10/1/93	28145	RFR: Crown cracked	85-3301
WR		10/5/93	28464	RFR: Crown cracked, adj assy's won't turn	
WR		10/6/93	28620	M2 Crown cracked, 99 and replace	85-3301
WR		10/12/93	29268	RFR: Crown cracked	85-3303
WR		10/12/93	29288	RFR: Cracked crown, check if dropouts coming off	
WR		10/13/93	29453	RFR: Crown cracked	85-3302
WR		10/13/93	29474	RFR: Crown cracked	85-3300
WR		10/15/93	29754	RFR: Cracked crown	85-3302
WR		10/15/93	29762	RFR: Cracked crown	85-3302
WR		10/15/93	29808	M2 Crown cracked, 99 and replace	85-3300
WR		10/19/93	30132	M2 Crown cracked, 99 and replace	85-3301
WR		10/21/93	30573	RFR: Cracked crown	85-3302
WR		10/22/93	30745	RFR: Cracked crown	85-3302
WR		10/25/93	30808	Cracked crown	
WR		10/26/93	31123	RFR: Outer tube cracked in leg, cracked in crown	85-4010
WR		10/27/93	31209	RFR: Stem & crown is cracked	85-3303
WR		10/27/93	31283	RFR: cracked	85-3300
WR		10/29/93	31498	RFR: cracked crown	85-3301
WR		10/29/93	31501	RFR: C/S has crack	85-3305
WR		11/1/93	31607	Cracked crown, cracked elastomers	85-3306
WR		11/2/93	31798	Cracked at inner leg bolts. Ext defect	85-3300
WR		11/3/93	32040	Cracked crown	85-3304
WR		11/4/93	32164	Cracked	85-3303
WR		11/4/93	32172	Cracked	85-3305
WR		11/9/93	32786	RFR: Cracked Crown, has always had play	
WR		11/10/93	32849	Cracked	85-3316
WR		11/12/93	33250	Cracked	85-3301
WR		11/12/93	33313	RFR: Cust ruined S.T. but crown had stress cracks	
WR		11/15/93	33359	Cracked	85-3300
WR		11/15/93	33383	Cracked crown, play in legs	
WR		11/18/93	33905	Cracked	85-3307
WR		11/18/93	33939	RFR: Crown cracked & play in legs	
WR		11/19/93	34090	Cracked	85-3301
WR		11/22/93	34252	RFR: Crown has developed stress cracks	

<u>Reason</u>	<u>C</u>	<u>Entered</u>	<u>Order #</u>	<u>Text</u>	<u>Part #</u>
WR		11/23/93	34494	RFR: Crown developed stress cracks	85-3302
WR		11/24/93	34538	Cracked	85-3301
WR		11/24/93	34633	Cracked at inner leg bolts, ext defect	85-3316
WR		11/24/93	34685	RFR: Crown cracked, bumpers split	
WR		11/29/93	34756	Cracked	85-3301
WR		11/29/93	34793	Cracked	85-3300
WR		11/29/93	34793	Cracked	85-3302
WR		11/30/93	34938	Cracked	85-3304
WR		11/30/93	34989	RFR: Crown cracked in 3 places	85-3301
WR		11/30/93	35108	RFR: Has stress cracks in crown	85-3301
WR		12/1/93	35143	Cracked Crown/bent inner legs	
WR		12/2/93	35306	Stress cracks in the crown	85-3304
WR		12/6/93	35654	Cracked	85-3301
WR		12/7/93	35923	Cracked	85-3301
WR		12/8/93	36030	Cracked	85-3300
WR		12/14/93	36774	Stress Cracks	85-3301
WR		12/14/93	36774	Stress cracks	85-3302
WR		12/14/93	36955	Cracked	85-3301
WR		12/14/93	37041	Cracked	85-3305
WR		12/15/93	37099	RFR: Crown has stress cracks	85-3300
WR		12/17/93	37542	RFR: Cracked	85-3411
WR		12/21/93	37885	RFR: Crown has stress cracks	
WR		12/22/93	38153	RFR: Has stress crack in crown	85-3302
WR		12/27/93	38369	Cracked	85-3304
WR		12/29/93	38679	Cracked	85-3300
WR		12/30/93	38836	Cracked	85-3305
WC		1/3/94	39013	Cracked crown, bent arch	85-3306
WR		1/3/94	39055	Stress cracks	85-3301
WC		1/4/94	39210	Cracked	85-3300
WC		1/4/94	39236	Cracked	85-3300
WC		1/4/94	39236	Cracked	85-3305
WC		1/6/94	39504	Cracked	85-3316
WR		1/11/94	40045	Cracked crown, stiff adjusters	
WC		1/12/94	40202	Crown cracked around steer tube	85-3300
WC		1/14/94	40567	Crown Cracked	85-3301
WC		1/20/94	40900	RFC: Crown cracked	85-3301
WR		1/20/94	40903	Cracked Crn/Str	
WC		1/24/94	41207	Cracked	85-3303
WC		1/25/94	41379	Cracks on the crowns	85-3306

<u>Reason</u>	<u>C</u>	<u>Entered</u>	<u>Order #</u>	<u>Text</u>	<u>Part #</u>
WR		1/26/94	41438	Crown Cracked, play in legs	
WC		1/26/94	41475	Cracked	85-3305
WC		1/28/94	41891	Cracked at Crown	85-3309
WC		1/31/94	42066	Cracked	85-3300
WC		2/1/94	42257	RFC: Stress cracks in crown	85-3301
WR		2/2/94	42377	Cracks in crown	85-3313
WR		2/4/94	42849	RFR: C/S h as stress cracks	85-3301
WC		2/7/94	42892	Cracked	85-3306
WR		2/8/94	43049	Cracked	85-3305
WC		2/9/94	43288	Crown Cracked	85-3300
WR		2/11/94	43710	RFR: Crown steer cracked	
WC		2/14/94	43725	Cracked	85-3309
WR		2/15/94	43989	99 and replace	85-3300
WC		2/15/94	44004	Cracked	85-3305
WC		2/15/94	44017	Cracked below steer tube	85-3302
WC		2/15/94	44026	Cracked at Crown	85-3304
WC		2/18/94	44573	Cracked	85-3306
WC		2/18/94	44601	Cracked	85-3305
WC		2/24/94	45255	Cracked	85-3311
WC		2/28/94	45744	Cracked	85-3316
WC		2/28/94	45764	Cracked on Bottom	85-3306
WR		3/3/94	46283	Crown broke in three places	
WR		3/4/94	46382	C/Ser failed after hitting rock on trail	
WC		3/7/94	46621	Stress Cracks	85-3302
WC		3/9/94	47238	Cracked, Bad seams, quill loose	85-3300
WC		3/9/94	47238	Cracked, bad seams, quill loose	85-3301
WC		3/9/94	47238	Cracked, bad seams, quill loose	85-3302
WC		3/9/94	47238	Cracked, bad seams, quill loose	85-3304
WC		3/9/94	47238	Cracked, bad seams, quill loose	85-3305
WC		3/9/94	47238	Cracked, bad seams, quill loose	85-3306
WC		3/9/94	47238	Cracked, bad seams, quill loose	85-3307
WC		3/9/94	47238	Cracked, Bad seams, quill loose	85-3308
WC		3/9/94	47238	Cracked, bad seams, quill loose	85-4000
WR		3/11/94	47581	Cracks in the crown	85-3305
WC		3/11/94	47632	Stress cracks	85-3305
WC		3/14/94	47754	RFC: Crown cracking	85-3305
WR		3/17/94	48471	Crown cracked, frozen adjusters	
WR		3/21/94	48759	Fork bent on down hill	
WC		3/23/94	49306	Cracked	85-3305

<u>Reason</u>	<u>C</u>	<u>Entered</u>	<u>Order #</u>	<u>Text</u>	<u>Part #</u>
WC		3/28/94	49911	Cracked on bottom	85-3300
WC		3/31/94	50782	Cracked	85-3301
WC		4/4/94	51152	Crown Cracked	85-3301
WC		4/6/94	51520	Cracked	85-3302
WC		4/12/94	52368	Cracked	85-3300
WC		4/23/94	52504	Cracked	85-3300
WC		4/13/94	52794	Cracked	85-3305
WC		4/15/94	53187	Cracked	85-3315
WC		4/18/94	53297	Cracked	85-3301
WR		4/19/94	53598	Cracked crown/replace	85-3301
WC		4/19/94	53656	Cracked	85-3301
WC		4/21/94	53954	Cracked	85-3308
WC		4/21/94	53956	Cracked	85-3305
WC		4/21/94	54113	Cracked, keyed in wrong	85-3301
WC		4/22/94	54186	Stress cracks	85-3301
WC		4/25/94	54372	Cracked	85-3305
WR		4/26/94	54692	Developing stress cracks	85-3305
WC		5/3/94	55701	Cracked on Bottom	85-3300
WC		5/3/94	55735	Cracked on Bottom	85-3301
WC		5/3/94	55779	Cracked	85-3300
WC		5/3/94	55832	Cracks on threaded S.T.	85-3306
WC		5/4/94	55975	Cracked in 3 places	85-3306
WC		5/6/94	56282	Cracked	85-3306
WC		5/9/94	56555	Cracked	85-3301
WC		5/9/94	56613	Four cracks on crown	85-3301
WC		5/9/94	56648	Cracked crown	85-3301
WC		5/10/94	56733	Cracked	85-3307
WC		5/13/94	57393	Cracked at base	85-3301
WC		5/16/94	57584	Cracked	85-3301
WC		5/16/94	57660	Cracked	85-3310
WC		5/17/94	58055	Cracked	85-3303
WC		5/18/94	58103	Cracked	85-3301
WC		5/18/94	58229	Cracked	85-3301
WC		5/24/94	58952	Crown is cracked	85-3315
WC		5/31/94	59857	RFC: Cracked crown, bent crown & brake arch	85-3308
WR		5/31/94	59995	RFR: M2 fork has wear at ID of outer leg, crown cra	

SCOTT WEBRE

Attorney At Law

P.O. Box 12285

Austin, Texas 78711

(512) 209-2040 • Fax: (512) 476-2371

January 25, 1994

Mr. Bob Arnold
Sales Manager
Answer Products, Inc.
27460 Avenue Scott
Valencia, CA 91355

Re: Manitou suspension fork

Dear Mr. Arnold:

I am writing this letter on behalf of Mr. Zach [REDACTED], who was involved in a bicycle accident on January 2, 1994. Zach's Manitou II suspension fork broke at the crown (photograph enclosed), causing the accident and bodily injury to Zach.

Fortunately, Zach seems to be recovering from his injuries, although he has incurred significant expenses in receiving necessary medical and chiropractic treatment. In addition, we anticipate significant therapeutic treatment will be necessary for Zach's full recovery. Further, Zach was temporarily unable to work as a result of the accident. Zach is without health insurance, and as a 20-year old first-year professional mountain bike racer, he is unable to absorb these medical expenses and cost of a new fork. Finally, Zach is still off of his bike after nearly a month during this critical training period, and he is concerned about his ability to get back on track before the racing season begins.

Zach's genuine desire to avoid an adversarial situation is reflected by his extremely reasonable requests. He asks only that you reimburse him for medical and chiropractic diagnosis and treatment incurred thus far, plus \$1,000 for future treatment, and a new Manitou III fork. Please appreciate that Zach needs your help to fully recover from this accident.

We feel that Zach's request for your help is reasonable and the most feasible and fair option for all parties. Zach, as a young and influential professional cyclist, is obviously a valuable supporter of your products. To illustrate this fact, Zach recently appeared on a nationally televised video (Prime Network) that featured mountain biking, in which his Manitou II was prominently displayed. We sincerely hope that you will agree with the reasonableness of Zach's requests.

Zach White
1/20/94
p.2

For your information, I am performing these services free of charge. This ensures that Zach will be able to fully utilize any settlement received. Enclosed please find a photograph of the broken fork and copies of Zach's medical and chiropractic invoices. Please consider this proposal and contact me at your earliest convenience. Thank you for your time.

Sincerely,



Scott Webre
Attorney at Law

enclosures

cc: Zach [REDACTED]
[REDACTED]
Austin, TX 78704-0000

SETTLEMENT AND RELEASE AGREEMENT

THIS RELEASE AGREEMENT is entered into on 4/25, 1994, by and between ZACH [REDACTED], and ANSWER PRODUCTS, INC. ("Answer"), with respect to the following facts:

A. [REDACTED] alleges that he was injured while using a product manufactured and distributed by Answer. Answer denies any liability for [REDACTED] injuries.

B. It is the desire of [REDACTED] and Answer to fully and finally terminate all relationships, controversies, claims and other matters whatsoever existing or which may hereafter arise between White on the one hand and Answer on the other hand in connection with the matters described in Recital A, subject only to the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated herein by reference as if at this point set forth in full.

2. SETTLEMENT PAYMENT. In settlement of [REDACTED] claims against Answer, Answer agrees upon receipt of damaged Answer parts and all invoices for medical and therapeutic treatments received since January 2, 1994 to date as a result of [REDACTED] injuries to pay [REDACTED] a sum of Two Thousand Dollars (\$2,000.00), and to provide [REDACTED] with repair or replacement of damaged Answer parts. Answer's payment of this compensation is not an admission of any liability on the part of Answer for [REDACTED] injuries.

3. RELEASE. Pursuant to Section 1541 of the California Civil Code, [REDACTED] releases and forever discharges Answer, its respective assigns, transferees, directors, officers, employees, servants, successors, attorneys, agents, and representatives of and from any and all claims, demands, damages, debts, liabilities, actions, causes of action, suits, contracts, controversies, agreements, accounts, reckonings, obligations and judgments, whether in law or equity which [REDACTED] now has, owns or holds or at any time hereafter or heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, for which the respective assigns, transferees, directors, officers, employees, servants, successors, attorneys, agents or representatives hereafter can, shall or may have, based upon, related to or by reason of any contract (express, implied in fact, implied in law or otherwise), liens, liability, law matter, cause, fact, thing, act or omission

whatever occurring or existing at any time whatever heretofore and to and including the date hereof, including without limiting the generality of the foregoing, any claim or liability for or on account of any and all matters which are or might have been the subject matters which are or might have been referred to or in any way involved with the facts incorporated by reference in Paragraph 1 hereof. Excluded from this release are Answer's obligations under this Agreement.

4. INTENTION OF [REDACTED]. It is the intention of [REDACTED] in executing this Agreement that it shall be effective as a full and final accord and satisfactory release of each and every matter herein specifically or generally referred to. In furtherance of this intention, [REDACTED] acknowledges that he is familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

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

[REDACTED] hereto waives and relinquishes any rights and benefits which [REDACTED] has or may have under Section 1542 of the Civil Code of the State of California to the full extent that [REDACTED] may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement. [REDACTED] acknowledges that he is aware that he may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of this Agreement, but it is [REDACTED]'s intention hereby to fully and finally forever settle and release any and all matters, disputes and differences, known and unknown, suspected and unsuspected, which do now exist, may exist or heretofore have existed between [REDACTED] on the one hand and Answer on the other hand, and that in furtherance of this intention, the releases herein given shall be and remain in effect as full and complete general releases not withstanding discovery or existence of any such additional or different facts.

5. REPRESENTATIONS BY [REDACTED] [REDACTED] warrants and represents to Answer that [REDACTED] has not heretofore assigned or transferred or purported to assign or transfer to any person other than Answer, any matter or any part or portion thereof covered by this Agreement and [REDACTED] agrees to indemnify or hold harmless Answer from and against any claim, demand, damage, debt, liability, account, reckoning,

obligation, cost, expense, lien, action or cause of action (including attorneys' fees and costs paid or incurred) based upon or in connection with or arising out of any such assignment or transfer or purported or claimed assignment or transfer.

6. NO ADMISSION. The execution of this Agreement affects the settlement of claims which are contested and denied. Nothing herein contained shall be construed as an admission by Answer of any liability of any kind to [REDACTED]. [REDACTED] acknowledges that Answer expressly denies that it is in any way liable or obligated to [REDACTED].

7. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties; there are no representations, covenants or undertakings other than those expressly set forth herein. White and Answer acknowledge that no other party or any agent or attorney of any other party has made any promise, representation or warning whatever, expressed or implied or statutory, not contained herein, concerning the subject matter hereof, to induce them to execute this Agreement, and they acknowledged that they have not executed this Agreement in reliance on any such promise, representation or warranty, not specifically contained herein.

8. BINDING ON SUCCESSORS. This Agreement and the covenants and conditions herein contained shall apply to, be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, assigns, successors and agents of [REDACTED] and Answer.

9. SEVERABILITY. The provisions of this instrument are severable and should any provision be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

10. CONSTRUCTION. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. This Agreement is to be deemed to have been jointly prepared by White and Answer, and any uncertainty or ambiguity existing herein shall not be interpreted against White or Answer by reason of Civil Code Section 1654, but according to the application of the other rules of interpretation of contracts, if any such uncertainty or ambiguity exists.

11. ATTORNEYS' FEES. In the event that [REDACTED] or Answer shall institute any action or proceeding to enforce any rights granted hereunder the prevailing party in such action or proceeding shall be entitled, in addition to any

other relief granted by the court or other applicable judicial body, to such reasonable attorneys' fees as may be awarded.

IN WITNESS WHEREOF [REDACTED] and Answer execute this Agreement on the date first above written.



ZACH [REDACTED]

ANSWER PRODUCTS, INC.

By: Keith Goldman 4/25/94
Keith Goldman, Controller

IOLOGY CONSULTANTS L.L.P.
 BOX 9808
 STIN, TEXAS 78766-0808
 6-4095

DETACH AND RETURN
 THIS PORTION
 WITH YOUR PAYMENT.

PLEASE SEE REVERSE OF BILL

ZACH

ACCOUNT NO.
 056854

SERVICES RENDERED AT:
 BRACKENRIDGE HOSPITAL

ACCOUNT NO. 056854

REF	CODE	DESCRIPTION	CHARGES	CREDITS	BALANCE
H	73050	AC JOINTS	44.00		44.00
H	71020	CHEST PA AND LAT	53.00		97.00
H	72040	C-SPINE AP AND LAT	48.00		145.00

ACCOUNT BALANCE 145.00

MASTERCARD AND VISA ACCEPTED
 MASTERCARD
 VISA

CARD NUMBER

SIGNATURE

AMOUNT CHARGED

EXPIRATION DATE

DATE

AMOUNT PAID

\$

AMOUNT IS NOW PAST DUE. PROMPT PAYMENT WILL BE
 REQUIRED. IF YOU CAN NOT MAKE PAYMENT IN FULL, CONTACT THE
 OFFICE AT 346-4095.

ACCOUNT
 BALANCE

RETAIN THIS PORTION
 FOR YOUR RECORDS.

STATEMENT OF ACCOUNT

IF ADDRESS INFORMATION SHOWN BELOW IS INCORRECT, OR YOU ARE PAYING BY CREDIT CARD, PLEASE ENTER ON BACK AND CHECK THIS BOX

BRACKENRIDGE HOSPITAL
 PO BOX 2946
 AUSTIN, TX 78768-2946

ADDRESS CORRECTION REQUESTED

For Information Re-
 garding this State-
 ment, Telephone

(512) 480-1100

BUSINESS OFFICE

01/02/94

THIS IS YOUR FINAL NOTICE. MAKE FULL PAYMENT BY DUE DATE OR
 YOUR ACCOUNT WILL BE REFERRED TO THE CITY CLAIMS DIVISION.

Patient Name [REDACTED], ZACH

12/16/73

512-444-6047

Send Payment To

Guarantor

BRACKENRIDGE HOSPITAL
 PO BOX 2946
 AUSTIN, TX 78768-2946

ZACH [REDACTED]
 AUSTIN, TX 78704-0000

Amount Paid	
\$	
Pay. This Amount	02/25/94
Payment Due By	
Refer to Above Pt. No. on Bill Inq.	

TO INSURE PROPER CREDIT TO YOUR ACCOUNT DETACH ALONG DOTTED LINE AND RETURN TOP PORTION WITH YOUR PAYMENT

IF YOU PROVIDED INSURANCE INFORMATION, WE HAVE BILLED
 THE INSURANCE COMPANY. IF YOU HAVE QUESTIONS, CALL
 512-480-1100. THANK YOU FOR SELECTING BRACKENRIDGE.

Patient Name [REDACTED], ZACH

Last Stmt. 01/21/94

STMT #003

420.25

TRANSACTION

DESCRIPTION

AMOUNTS

179

Dr. Larry Breedlove, D.C.
3005 Bee Cave Road
Bldg D, Suite 300
Austin, TX 78746

3023

Mar 7, 1994

PHONE: [REDACTED]

SS# 467-88-7637

Kyl [REDACTED]

Austin, TX 78704

WHIT03

Net Due

1

1.00 A03

Limitd 99202/90010/99213/99050

35.00

35.00

Dr. Larry Breedlove, D.C.
3006 Bee Cave Road
Bldg D, Suite 300
Austin, TX 78746

129

Jan 25, 1994

PHONE: [REDACTED]

SS# 467-88-7637

Zachariah [REDACTED]

Austin, TX 78704

WHIT04

Net Due

1

1.00 A03

959.20

723.20

847.2

Limitd 99202/90010/99213/99050

Shoulder Injury

Cervicocranial Syndrome

Lumbar strain/sprain

35.00

35.00

180

DATE: 3/11/94

CLIENT BILL

No. 20

A. PLACE OF SERVICE/TIME

	CODE # *	FEE
1. Office	_____	<u>0</u>
2. On-Site	_____	_____
Home	_____	_____
After Hours	_____	_____
5. Holiday	_____	_____
6. Sunday	_____	_____

B. PROCEDURE

1. Consultation	_____	_____
2. Hot/Cold Packs	_____	_____
3. Neuromuscular Re-education	_____	<u>✓</u>
4. Therapeutic Exercises	_____	_____
5. Therapeutic Massage	_____	<u>✓</u>
6. Whirlpool/Steam	_____	_____
7. Other _____	_____	_____

(*if applicable)

TOTAL FEE 30⁰⁰
 PAID 30⁰⁰
 BALANCE DUE 0

Additional Information: _____

C. CLIENT INFORMATION

(Please Print)

- NAME: Zach [redacted]
- ADDRESS: _____
- CITY/ZIP: _____
- PHONE: _____
- INSURANCE CARRIER: _____
- POLICY # _____ CLAIM # _____
- DATE OF ACCIDENT: _____
- REFERRED BY: _____

Denise C. Keuffner

SIGNATURE OF THERAPIST

#4B

DATE: 3/31/94

CLIENT BILL

No. 109

A. PLACE OF SERVICE/TIME

	CODE # *	FEE
1. Office	_____	<u>0</u>
2. On-Site	_____	_____
3. Home	_____	_____
4. After Hours	_____	_____
5. Holiday	_____	_____
6. Sunday	_____	_____

B. PROCEDURE

1. Consultation	_____	_____
2. Hot/Cold Packs	_____	_____
3. Neuromuscular Re-education	_____	<u>✓</u>
4. Therapeutic Exercises	_____	_____
5. Therapeutic Massage	_____	<u>✓</u>
6. Whirlpool/Steam	_____	_____
7. Other _____	_____	_____

(*if applicable)

TOTAL FEE 30⁰⁰
 PAID 30⁰⁰
 BALANCE DUE 0

Additional Information: _____

C. CLIENT INFORMATION

(Please Print)

- NAME: Zach [redacted]
- ADDRESS: _____
- CITY/ZIP: _____
- PHONE: _____
- INSURANCE CARRIER: _____
- POLICY # _____ CLAIM # _____
- DATE OF ACCIDENT: _____
- REFERRED BY: _____

Denise C. Keuffner

SIGNATURE OF THERAPIST

181

#4B

DATE: 3/11/94

CLIENT BILL

No. 107

A. PLACE OF SERVICE/TIME

	CODE # *	FEE
1. Office	_____	<u>φ</u>
2. On-Site	_____	_____
3. Home	_____	_____
4. After Hours	_____	_____
5. Holiday	_____	_____
6. Sunday	_____	_____

B. PROCEDURE

1. Consultation	_____	_____
2. Hot/Cold Packs	_____	_____
3. Neuromuscular Re-education	_____	<u>✓</u>
4. Therapeutic Exercises	_____	_____
5. Therapeutic Massage	_____	<u>✓</u>
6. Whirlpool/Steam	_____	_____
7. Other	_____	_____

(*if applicable)

TOTAL FEE 30⁰⁰
 PAID 30⁰⁰
 BALANCE DUE φ

Additional Information: _____

C. CLIENT INFORMATION

(Please Print)

- NAME: Zach
- ADDRESS: _____
- CITY/ZIP: _____
- PHONE: _____
- INSURANCE CARRIER: _____
- POLICY # _____ CLAIM # _____
- DATE OF ACCIDENT: _____
- REFERRED BY: _____

Bonnie C. Kueffer
SIGNATURE OF THERAPIST

#4B

DATE: 3/1/94

CLIENT BILL

No. 101

A. PLACE OF SERVICE/TIME

	CODE # *	FEE
1. Office	<u>X</u>	_____
2. On-Site	_____	_____
3. Home	_____	_____
4. After Hours	_____	_____
5. Holiday	_____	_____
6. Sunday	_____	_____

B. PROCEDURE

1. Consultation	_____	_____
2. Hot/Cold Packs	_____	_____
3. Neuromuscular Re-education	<u>X</u>	<u>15.00</u>
4. Therapeutic Exercises	_____	_____
5. Therapeutic Massage	<u>X</u>	<u>15.00</u>
6. Whirlpool/Steam	_____	_____
7. Other	_____	_____

(*if applicable)

C. CLIENT INFORMATION

(Please Print)

- NAME: Zach
- ADDRESS: _____
- CITY/ZIP: _____
- PHONE: _____
- INSURANCE CARRIER: _____
- POLICY # _____ CLAIM # _____
- DATE OF ACCIDENT: _____
- REFERRED BY: Bonnie C. Kueffer

SIGNATURE OF THERAPIST

Dr. Larry Breedlove, D.C.
3006 Bee Cave Road
Bldg D, Suite 300
Austin, TX 78746

Jan 25, 1994

PHONE: ~~XXXXXXXXXX~~
(467-88-7637

Zachariah ~~XXXXXXXXXX~~
Austin, TX 78704

WHIT04

Net Due

1

1.00	A03	Limitd 99202/90010/99213/99050	35.00	35.00
	959.20	Shoulder Injury		
	723.20	Cervicocranial Syndrome		
	847.2	Lumbar Strain/Sprain		

DATE: <u>4/8/94</u>			CLIENT BILL		No. <u>110</u>	
A. PLACE OF SERVICE/TIME			C. CLIENT INFORMATION (Please Print)			
	CODE#*	FEE	1. NAME: <u>Zach XXXXXXXXXX</u>			
1. Office	_____	<u>0</u>	2. ADDRESS: _____			
2. On-Site	_____	_____	3. CITY/ZIP: _____			
3. Home	_____	_____	4. PHONE: _____			
4. After Hours	_____	_____	5. INSURANCE CARRIER: _____			
5. Holiday	_____	_____	6. POLICY # _____ CLAIM # _____			
6. Sunday	_____	_____	7. DATE OF ACCIDENT: _____			
B. PROCEDURE			8. REFERRED BY: _____			
1. Consultation	_____	_____	<u>Denise C. Kueffer</u> SIGNATURE OF THERAPIST			
2. Hot/Cold Packs	_____	_____				
3. Neuromuscular Re-education	_____	_____				
4. Therapeutic Exercises	_____	_____				
5. Therapeutic Massage	_____	_____				
6. Whirlpool/Steam	_____	_____				
7. Other	_____	_____				
(*if applicable)						
TOTAL FEE		<u>30.00</u>	<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> 183 </div>			
PAID		<u>30.00</u>				
BALANCE DUE		<u>0</u>				
Additional Information: _____			#4B			



Royal Insurance

Suite 400
12750 Merit Drive
Dallas TX 75251

Telephone: 214 490 -1800

February 28, 1994

Mr. Keith Goldman
Answer Products, Inc.
27460 Avenue Scott
Valencia, CA 91355

RE: Claim Number : 4840028876-00
Insured : Answer Products, Inc.
Your Claim Number: KNG 93052
Claimant : Tony [REDACTED]
Date of Loss : 11/24/93

Dear Mr. Goldman:

Enclosed is a copy of a report from the independent adjuster that we hired to investigate this claim locally. His report dated February 22, 1994 contains some good news. The claimant attorney's expert seems to believe that the bicycle shop torqued bolts on the bicycle fork too tightly.

The report indicates that Bicycle, Inc. will examine the fork and if they agree with the expert's findings, Mr. Sullivan at Sentry Insurance will settle this claim.

If not, the product will be shipped to your office for examination as discussed.

I will keep you posted regarding our further activity.

Sincerely,

Neal Akins

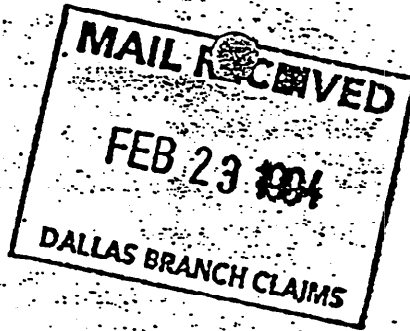
Neal Akins
Claim Specialist

NA/bw

Enclosure

- Royal Insurance Company of America
- Royal Indemnity Company
- Globe Indemnity Company
- Safeguard Insurance Company
- Newark Insurance Company
- American and Foreign Insurance Company
- Milbank Insurance Company

184



Page 2
Answer Products, Inc.
February 22, 1994

CLAIMANT: On February 15, 1994, we met with the claimant and his attorney at the attorney's office to obtain the claimant's statement. Shaun Sullivan, an adjuster with Sentry Claims Service in Stevens Point, Wisconsin, was on a speaker phone and aided in this writer's statement of the claimant. The claimant makes a good appearance, is approximately 6'1" or 6'2" and weighs approximately 200 pounds. A copy of the claimant's recorded statement resume is attached.

WITNESSES: Thomas Frinfrock, phone number (██████████) 9, was the friend and witness with the claimant at the time of the accident. Mr. Frinfrock was an eyewitness to the accident and was the individual who took the claimant to the hospital by automobile. We have left messages with Mr. Frinfrock to call. As of this date, he has not returned our calls. We are following to call Mr. Frinfrock after hours to see if we can obtain his statement of the accident.

PRODUCT: The product mentioned is a shock absorbing M-fork manufactured by Answer Products, Inc. We now have this fork in our possession. Attached you will find a resume and report from Russell Stevick, the plaintiff attorney's expert. The report states the fork was improperly tightened by Bicycles, Inc. and that was a result of the cracking.

CO-DEFENDANT: We have talked to Shaun Sullivan of Sentry Claims who insures Bicycles, Inc., the party who sold and installed the fork as mentioned. Mr. Sullivan is in agreement of going ahead and paying this claim if Bicycles, Inc. feels the fork was improperly tightened. We have spoke with Lee Erickson of Bicycles, Inc. and had scheduled an appointment with him to inspect the fork. However, Mr. Erickson would like to see the bicycle. At this time, we are trying to arrange to have the mountain bike delivered to Bicycles, Inc. When that is done, we will also go out and meet with Mr. Erickson with Bicycles, Inc. to give him the fork and let him look at Mr. Stevick's report.

MEDICAL: This claim is now at the point of settling. The claimant will be released from the doctor with no disability or complications. The total medical, at this point, is \$3,372.81. There may be an additional \$200-\$300 in future medical. The claimant has lost wages of \$200. We have obtained a medical authorization. We understand that Attorney Shirer has forwarded this medical to you and to Sentry Insurance.

186

Page 3
Answer Products, Inc.
February 22, 1994

REMARKS: Hopefully, the claimant can deliver his mountain bike to Bicycles, Inc. the week of February 21, 1994. When he does, we will meet with the owner of Bicycles, Inc. to take out the insured's fork for their inspection.

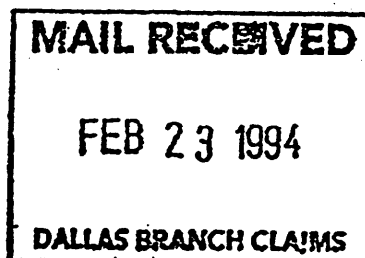
We will keep you advised.

Sincerely,



David Stiles

DS/sp



187

S T A T E M E N T S U M M A R Y

DATE: 2/15/94 at 10:30 a.m.

INSURED: Answer Products, Inc.

DATE OF LOSS: 11/24/93

NAME: Anthony [REDACTED]

PHONE: [REDACTED]

ADDRESS: [REDACTED]

EMPLOYER: Hyatt Regency

NARRATIVE:

Tony [REDACTED] is 24 years of age. He is married to Becky [REDACTED]. His date of birth is 8/2/69. He has a Social Security Number of 455-63-4574. Mr. [REDACTED] purchased his GT Karakown 2-1/2 years ago from Irving Turf & Schwinn. He purchased the mountain bike for approximately \$700. In January of 1993, he wanted to upgrade the fork on his bike. He wanted a fork with a shock suspension. He bought this fork from Bicycles, Inc. in Bedford, Texas. This fork is called an M-sport fork. He paid \$325 for this fork to include installation. Mr. [REDACTED] is the one that requested this type of fork be put on his bike. Mr. [REDACTED] rides his bike 20-75 miles per week. 80% of this is off road. The claimant was riding his bike around Arlington River Legacy Parks when the accident occurred. Previous photographs have been submitted to where the accident happened. The accident happened on regular flat terrain. He had just gone through some trees and was preparing to go down a slight hill to a flat field. When he went down this slight hill and hit the bottom, the fork broke going to

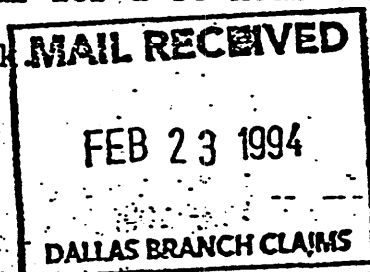
MAIL RECEIVED

FEB 23 1994

188

2 - Tony [REDACTED]

the ground. When the fork hit the ground still being attached to the wheel, it bounced up and hit the claimant in the head. The claimant then fell from his bike. The claimant states that the fork broke before his crash. He did not crash causing the fork to break. The claimant said he was in quite a bit of pain at the accident scene. He was riding his bike with a friend of his, Thomas Frinfrock, phone number [REDACTED]. Thomas was behind him at the time and saw the whole accident. Thomas went back to his car and drove his car out to where the claimant was. At that time, he took the claimant to HEB Medical Center emergency room where the claimant was admitted for an overnight stay. He had a cat scan and was diagnosed with a broken shoulder, a cracked rib, and a concussion. He has two doctors, a Dr. [REDACTED] and a Dr. [REDACTED]. Their phone numbers are [REDACTED]. The claimant said there were no other witnesses that he knows of to this accident. The claimant says that he did not do any alterations or maintenance to this shock since it was installed. He said he has been riding a mountain bike for three years. He said he had both hands on the bike at the time of the accident and had nothing in his arms, etc. He said his right shoulder is okay now and he expects to be released in the not too distant future with no complications. He is having no problems with his concussion or no problems with his ribs. His total medical to date is \$3,372.81. He is paid \$5.31 per hour for a 38-hour work week. The claimant missed one week from work.



189

RUSSELL STEVICK
3411 CAMBRIDGE
MESQUITE, TEXAS 75149
(214) 289-8911

OBJECTIVE: Mechanical engineering consulting in the areas of failure analysis and design. Stress analysis, metal forming, machining, tooling and fabrication are specialties.

PROFESSIONAL EXPERIENCE:

3/93-present Mechanical Engineering Consultant, Mesquite, Texas
Failure analysis consultation has varied from the analysis of failed natural gas and propane piping to the assessment of water heater systems to the failure of bolted connection in aerospace, automotive and furniture components. Design consultation has ranged from the design of extrusion, forging and sheet metal dies to tooling fixtures to automotive components.

5/88-3/933 Manager of Engineering
Intercontinental Manufacturing, Garland, Texas
Supervised staff of eight, designed dies and tooling, bill of material, product and project management, documentation, develop production planning, review and interpret R.F.Q. drawings.

2/85-5/88 Design Specialist
General Dynamics, Camden, Arkansas
Provided engineering design, design interpretation and design maintenance services. M.R.B. qualified to disposition electrical and mechanical discrepancies. Had secret clearance.

5/77-2/85 Mfg/Tooling Engineer
Designed dies, tools and fixtures, cost estimating and justification, trouble shooting, supervised tool room, product and project management. Had all tooling and product design responsibility.

Education: B.S.M.E., Oakland University, Rochester, MI.
Associate in Die Design and Science, MaComb County Community College, Warren, MI
Apprenticeship in Die Sinking, Chrysler
Apprenticeship Program, Detroit, MI

Special Skills: Engineering Management, Journeyman Die Sinker, AutoCad, Finite Element Analysis

MAIL RECEIVED

FFR 2 2 1004

190

Russell Stevick
3411 Cambridge
Mesquite, Texas 75149
(214) 289-8911
January 28, 1994

Mr. Bill Shirer
Loncar & Associates
714 Jackson St., Ste. 150
Dallas, Texas

Dear Mr. Shirer:

Subject: Broken Crown on M-Sport Fork.

When Tony [REDACTED] purchased the M-Sport Fork on January 22, 1993, the Crown/Steerer Assembly did not fit his Bicycle. It was necessary to remove the original Crown/Steerer Assembly and substitute one that did, (Fig. 1). The Crown Pinch Bolts were loosened and the Inner Fork Legs slid out. A new Crown Steerer Assembly that fit Tony's Bike was mounted on the Inner Fork Legs. Also, Tony [REDACTED] changed out the polyurethane elastopolymers and rotated the adjuster knobs to firm up the ride. (page 10 of owners manual.)

With Tony's weight (200 pounds) and the suspension set as stiff as possible, it is probable that the Crown/Steerer design has an inadequate margin of safety making it sensitive to how it is assembled and how it is used. Detailed stress analysis is required to assess the strength of the Crown in a vertical load/impact situation. The cracks occurred where the Crown side walls were the thinnest. This is what you would expect from vertical loading.

When Assembled, the 6MM Crown Pinch Bolts were improperly tightened, (Fig 2 sketch shows torque requirements are 90-110 IN-LBS.). New Manitou Suspension Forks that I looked at have a 0.068-0.069 parallel crown slot width. Figure 3 shows that on Tony's M-Sport Fork the slot width was 0.033 on the Left side and 0.038 on the Right side with a pronounced taper, (tight at the bottom, open at the top). This indicates uneven Torque values for the top & bottom Bolts.

The improperly tightened Crown Pinch Bolts may or may not have helped set up a stress concentration which caused cracks to start at the bottom of the Crown, propagate up the Crown sidewalls and eventually cause the Crown to break into Three pieces*.

* Visual inspection shows that the cracks in the crown sidewalls are weathered, dirty, and Brinelled. The Top part of the crown has clean breaks on both sides of the Steer Tube hole. The

MAIL RECEIVED

FEB 23 1994

-191

condition of the Crown shows that the Crown sidewalls were cracked and flexing for some time before the top wall of the Crown let go.

Note 1: There is 1 3/16 to 1 1/4 In. clearance between the tire and the bottom of the Crown, the Fork Suspension has 1 3/4 In. of travel so there was no chance of the Fork Suspension bottoming out.

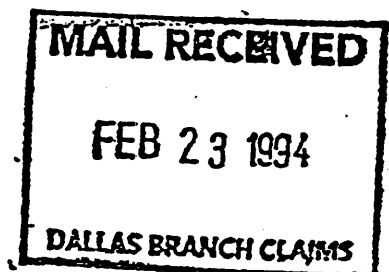
Note 2: Tony [REDACTED] did not see the cracks or recognize them as such. The Bicycle was ridden a total of 250 miles after the new forks were installed and about 5 miles the day the accident occurred. There is a warning on page 5 of the owners manual which states; NOTE: The manitou should not be used if any parts are damaged. Contact your local dealer for replacement parts.

Note 3: The deformation and mushrooming on the top center of the Crown was caused when Tony tried to pry off the Crown Race Ring with a screwdriver to use on another Fork. This happened after the accident.

Sincerely

Russell Stevick

Russell Stevick



1-92

**CROWN/STEERER ASSEMBLY
(INCLUDES ALL PARTS SHOWN)**

FIG 1

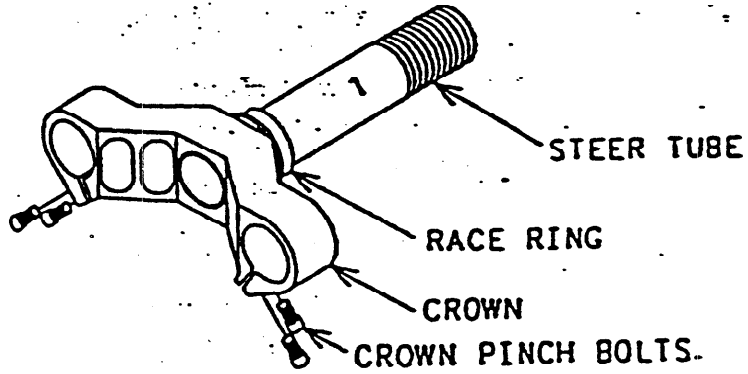


FIG 2

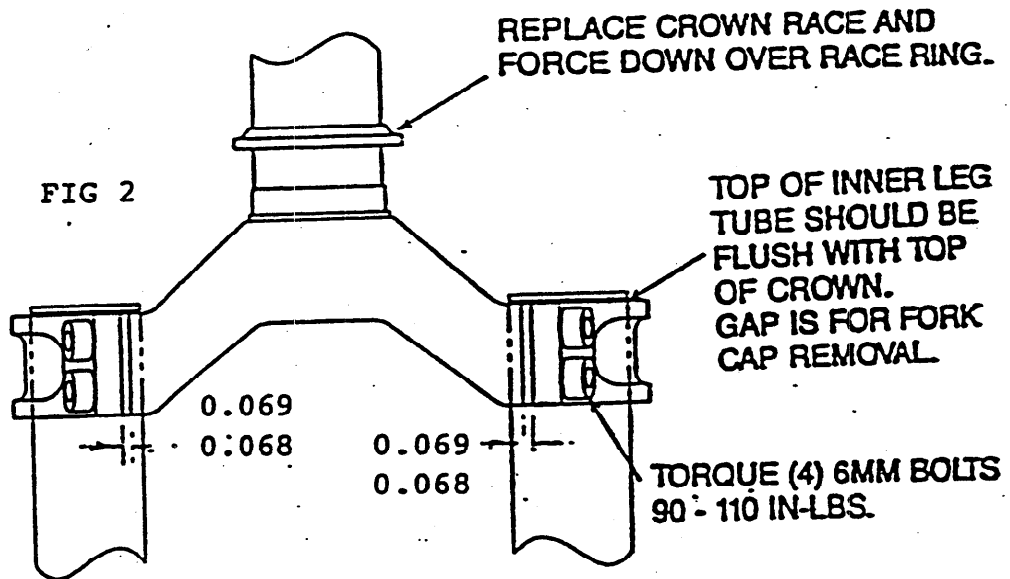
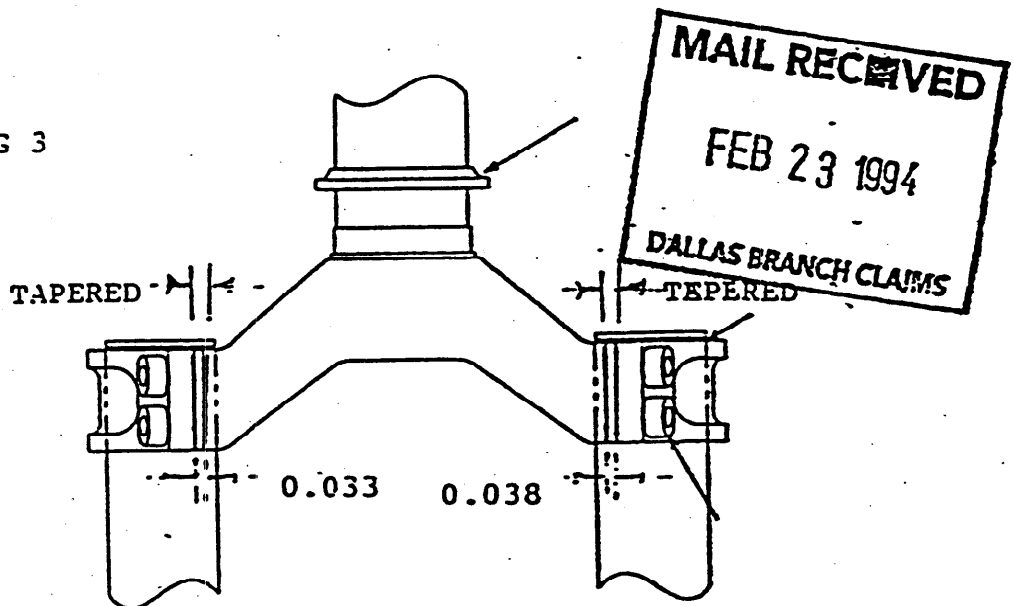


FIG 3



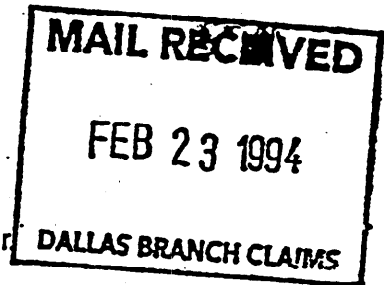
MAINTENANCE

Manitou Fork is nearly maintenance free. However, moisture and contamination may build up inside the fork. Although this does not affect the performance of the Manitou, to insure long life it is recommended that the fork be periodically disassembled, cleaned, dried and re-greased.

NOTE: The cantilever brakes, brake arch, and inner leg tubes **DO NOT** need to be removed for general disassembly or cleaning. We recommend you **AVOID DISASSEMBLING** these components unless absolutely necessary.

Before every ride you should:

1. Wipe the inner legs clean.
2. Visually inspect for obvious damage.
3. Check tightness of front wheel quick release.
4. Check headset slack.
5. Insure that the front brake cable is properly seated in the cable retainer.
6. Check cantilever brake adjustment.
7. Check crown bolt torque, 90-110 in-lbs.



When cleaning the fork seal area, it is **NOT RECOMMENDED** to direct water spray at the seals.

NOTE: The Manitou should not be used if any parts are damaged. Contact your local dealer for replacement parts.

GENERAL DISASSEMBLY

Removal of outer leg:

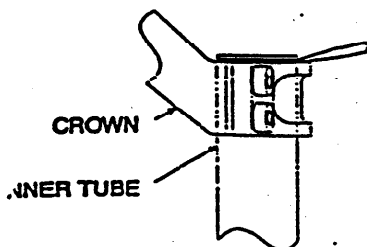
Note the cantilever brakes, brake arch, and inner tubes do not need to be removed for disassembly. It is recommended that brake arch bolts, brake post, and crown pinch bolts be left torqued to preserve thread locking. Fork crown and inner legs may be left installed on bicycle during disassembly.

1. Gently pry to remove both fork caps.
2. Use special 5MM allen wrench to loosen 6MMx120MM bolt. Bolt and dropout adjuster knob may turn freely until adjuster bottoms at extreme firm ride setting.
3. Remove outer leg assembly by pulling it off of the inner legs. Outer legs should slide freely off of inner legs with a sharp pull at the end to pull lower bushing off of its race and complete fork tube disassembly.

FORK CAP REMOVAL

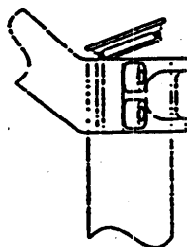
STEP NO. 1

USE SCREW DRIVER OR EQUIVALENT TO PRY UP CAP WITHOUT DAMAGING LIP.



STEP NO. 2

REMOVE CAP BY HAND

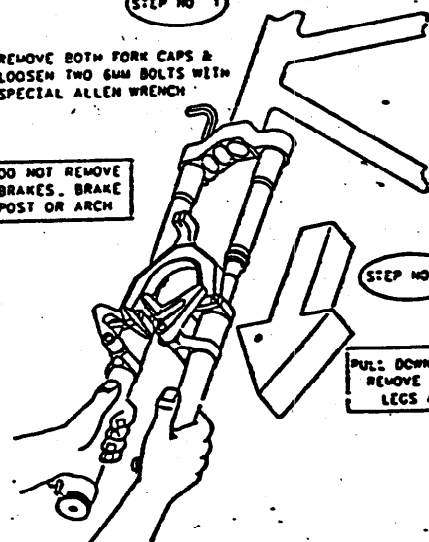


GENERAL DISASSEMBLY (WITH FORKS ATTACHED TO BICYCLE)

STEP NO. 1

REMOVE BOTH FORK CAPS & LOOSEN TWO 6MM BOLTS WITH SPECIAL ALLEN WRENCH

DO NOT REMOVE BRAKES, BRAKE POST OR ARCH



STEP NO. 2

PULL DOWN SHARPLY TO REMOVE OUTER FORK LEGS AS A UNIT

194

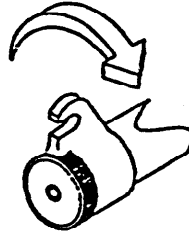
ADJUSTING THE RIDE QUALITIES

Manitou forks offer a wide adjustment range to suit individual riding preference and weight by simply changing the urethane elastomers. Additional fine tune adjustment can be obtained by using the dropout adjuster mechanism. Each production fork comes with urethane cartridges (red) appropriate for an aggressive rider of 155-180 lbs. The production model also includes a pair of softer cartridges (blue) and stiffer cartridges (yellow) to customize the ride.

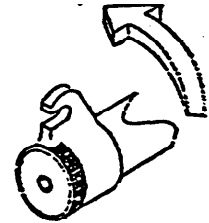
Fine Tuning:

Fine tuning adjustments can be made by rotating the adjuster knob. Rotating the knob clockwise will firm the ride adding preload to the damping stack. This will firm the ride throughout the full range or travel. Rotating the knob counterclockwise will soften the ride. Five revolutions of the knob will take the adjuster from the full soft to the extreme firm ride setting changing the preload by 1/2-inch. It is not necessary to have the right and left adjusters set exactly the same. Having them turned at approximately the same number of revolutions will sufficiently balance the damping forces.

ROTATE CLOCKWISE
TO FIRM THE RIDE



COUNTERCLOCKWISE
TO SOFTEN THE RIDE

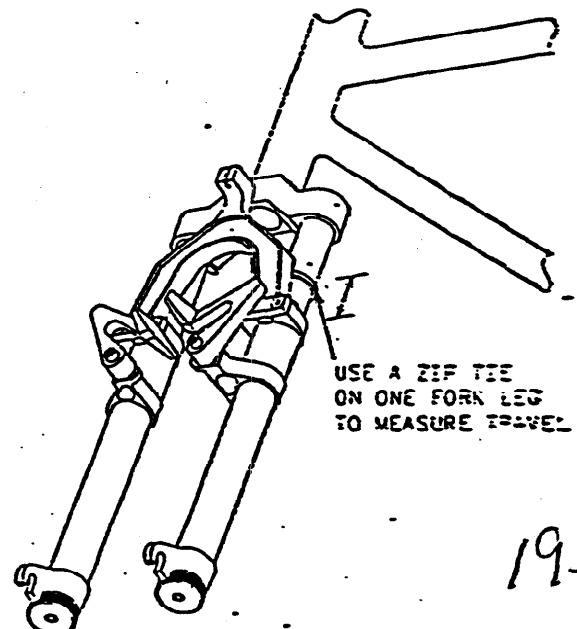
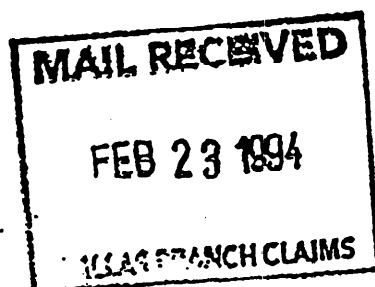


Coarse Tuning:

Although the Manitou 2 may feel like it is working good you want to tune it to take full advantage of the travel. Placing a "zip tie" on one of the fork legs is a good travel indicator. You should be getting 1 1/4" to 1 1/2" of travel during normal riding. Large hits or gullies should use full travel up to 1 3/4". If your fork is too firm or too soft and needs coarse tuning adjustment follow the steps in the "General Assembly and Reassembly" section. This will expose the damping stack and allow you to change the elastomers and reassemble the forks easily. Begin by changing the short elastomers that were included with your Manitou fork. The blue polymer will soften the ride while the yellow polymer will firm up the ride. If you find that further adjustment is necessary you can purchase from your local dealer a "Soft" or "Firm" Ride Kit that allows you to change out all the polymers in two different densities. It is possible to mix the various colors (densities) of polymers to achieve the exact ride qualities you desire but always use a compression washer between every polymer. A total of twelve polymers are included in each Ride Kit. Part No.'s and descriptions are in the chart at right. See page two for ordering information.

The Manitou's polymers can get stiffer in extreme cold temperatures. If you ride during winter months where temperatures are consistently lower, you might consider using the next level softer polymers until normal riding temperatures return.

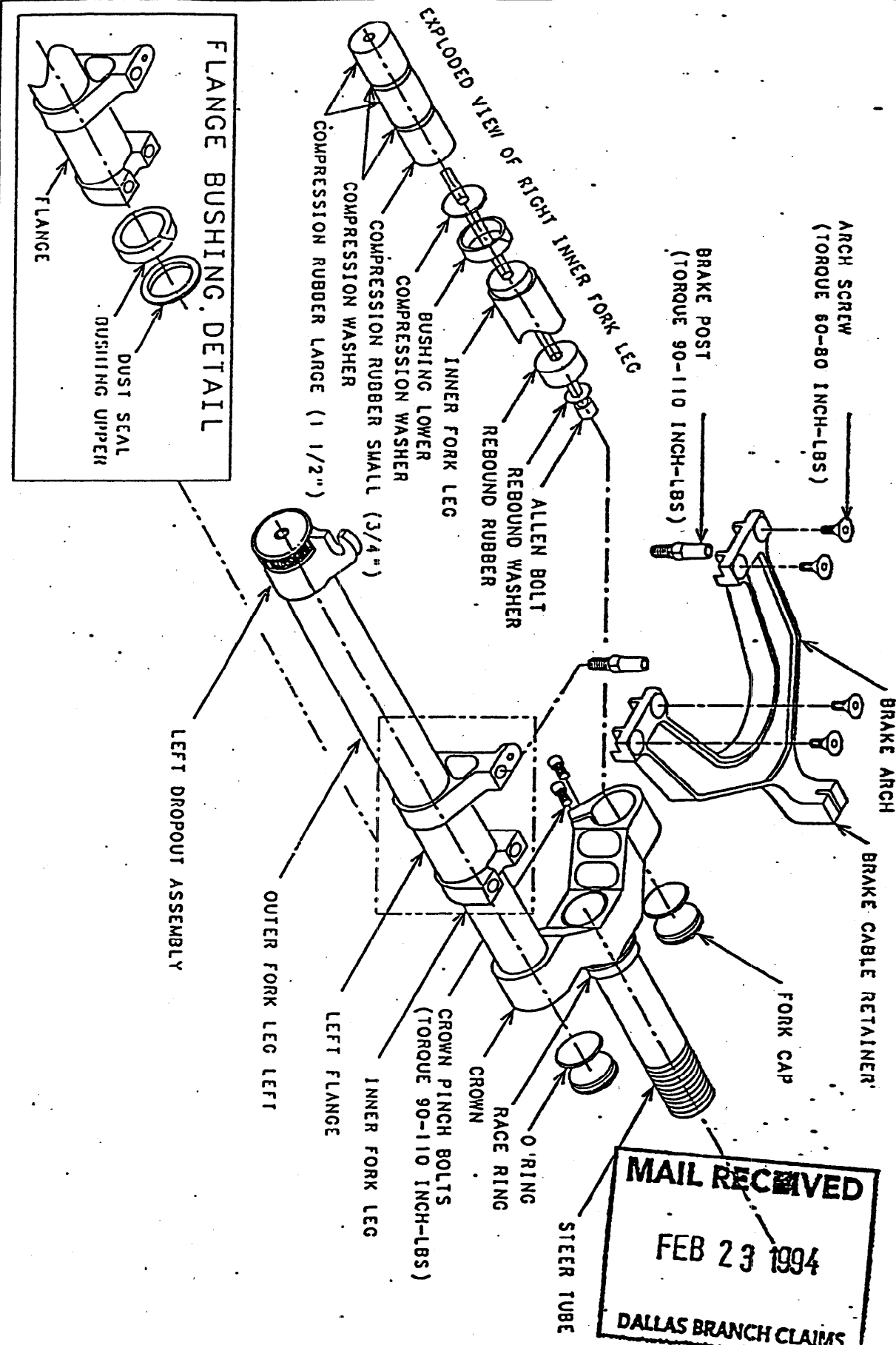
ELASTOMER ADJUSTMENT KIT SPECIFICATIONS			
COLOR	STIFFNESS	RIDE KIT	PART NO.
Black	Extra Soft	Soft Ride	85-3501
Blue	Soft		
Red	Medium	Stock	040175 (4) 040197 (2)
Yellow	Firm	Firm Ride	85-3502
Brown	Extra Firm		



USE A ZIP TIE
ON ONE FORK LEG
TO MEASURE TRAVEL

195

MANITOU 2 FORK SCHEMATIC




CONSENT

I hereby consent and request that the bearer be permitted to examine and obtain copies of all hospital and medical records of every sort and kind, ~~interview~~ all doctors and other attendants and all employers and former employers regarding all matters relating to examination, diagnosis, care and treatment, earnings and loss of earnings of either, myself, my child or ward.

I am willing that a photostat of this authorization be accepted with the same authority as the original.

Date 2/15/94

Signed 
(If minor, signature of parent or guardian)

Address 
Bedford TX 76022

MAIL RECEIVED
FEB 23 1994
DALLAS BRANCH CLAIMS

197

LAW OFFICES OF
LONCAR & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW

BRIAN LONCAR, P.C.

714 JACKSON STREET, SUITE 150
DALLAS, TEXAS 75202

WILLIAM L. SHIRER

January 25, 1994

Neal Akins
Royal Insurance
P.O. Box 809016
Dallas, TX 75380

Keith Goldman
Answer Products, Inc.
27460 Avenue Scott
Valencia, CA 91355

Shaun Sullivan
Claims Adjuster
Sentry Claims Service
Box 5000
Stevens Point, WI 54481

Re: Our Client: Tony ██████████
Date of Accident: 11/24/93
Royal Insurance Claim No. 484-002-8876
Answer Products Claim No. KNG-93052
Bicycles, Inc. Claim No. 53P006510-814

Gentlemen:

This letter is in response to the January 4, 1994 letter of Shaun Sullivan (copy attached). In response to the first paragraph of the letter, I spoke with Mr. Sullivan on January 11, 1994 as requested in the letter. Interestingly, Mr. Sullivan did not wish to speak with me as requested in the letter, and instead requested that I write a letter answering the following questions.

Question 1: Have I determined if the failure of the fork was due to the installation or product defect?

Answer: I have not yet made this determination. However, it appears from the manner in which the fork broke, it was more likely due to a product defect. Obviously, there was defect if the fork broke while being ridden as intended less than a year after it was installed.

Question 2: How did the accident occur?

Answer: My client was merely riding along on a trail when the fork broke. He was not involved in competition nor was he doing anything particularly "radical." Enclosed is a copy of a photograph of the area where the accident occurred.

Question 3: What is the status of Mr. [REDACTED] injuries?

Answer: We will forward copies of medical records when they are received.

Question 4: What is his prognosis?

Answer: At this time, his prognosis is reasonably good.

Question 5: Are there any witnesses?

Answer: Yes.

Question 6: Can you inspect the fork and bicycle involved in the accident?

Answer: Yes. Call me to arrange a time.

Question 7: Can we get photographs of the bike and fork?

Answer: Yes. I previously provided copies of photographs to Answer Products. I am providing you a copy with this letter.

Question 8: Can you take a recorded statement from Mr. Gilbert?

Answer: Yes. Call me to arrange an agreeable time. I suggest that there be only one recorded statement at which time a representative from Answer Products and a representative from Bicycles, Inc. could both ask questions.

Question 9: Where was Mr. [REDACTED] riding when the accident occurred?

Answer: On dirt. See the enclosed photograph.

Question 10: Do I know who the insurer is for the manufacturer of Answer Products?

Answer: Yes. Contact Neal Akins at Royal Insurance Company, P.O. Box 809016, Dallas, TX 75380-9016. Claim No. [REDACTED]

██████████ Telephone # 1 (800) 523-6244.

Question 11: Can you have their contact information so you can speak directly with their adjuster regarding this claim?

Answer: See answer to Question 10.

Lastly, the letter from Shaun Sullivan mentions a medical authorization to be signed and returned. I would agree to this; however, there was no medical authorization enclosed with the letter. Please forward it to me and I will request my client to sign it.

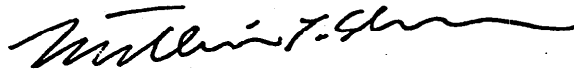
In summary, my client was injured when the Answer Products' fork broke on the bike he was riding. The fork was less than one year old, and my client had used the fork as it was intended to be used. The bike and fork had not been in any previous crashes/falls/impacts that would have damaged or stressed the fork (the enclosed photographs reveal the absence of any stress marks to the frame.) The accident was no fault of my client as the fork was being used specifically in the manner for which it was designed (i.e., mountain biking).

I will be happy to work with you so that you can get a statement of my client and all the other information you need in order to investigate this claim.

I will forward copies of Mr. ██████████'s final medical reports and bills upon my receipt of same.

Please let me hear from you as soon as conveniently possible.

Sincerely,



William L. Shirer

WLS/ar
Enclosures

RECEIVED JAN 07 1994

Sentry Claims Service



January 4, 1994

Box 5000
Stevens Point, WI 54481
1-800-638-8753
Fax: 715-320-8752

WILLIAM SHIRER
ATTORNEY AT LAW
714 JACKSON ST STE 150
DALLAS TX 75202

CLAIM NUMBER: 53P006510-814
OUR INSURED: BICYCLES, INC.
DATE OF LOSS: NOVEMBER 24, 1993
CLAIMANT: TONY [REDACTED]

This letter is to acknowledge receipt of your letter dated December 22, 1993, wherein you advised our insured of the above-mentioned claim. I am the adjuster investigating this accident on behalf of our insured, Erickson's Bicycles, Inc. Please deal with me with regard to this accident.

As part of my investigation, I will need to discuss this claim with you. Could you please call me as soon as possible so we can discuss the various issues regarding this accident.

Have you found out if the failure of the fork was due to installation or product defect? How did the accident occur? What is the status of your client's injury? What is his prognosis? Are there any witnesses? Can we get an inspection of the fork and bicycle in the accident? Can we get photos of the bike and fork? Can I take a recorded statement from your client to find out his version of this accident? Where was he riding the bike when the accident occurred? Do you know who the insurance carrier is for the manufacturer, Answer Products, Inc.? Could I have their contact information so I can speak directly with their adjuster regarding this claim?

I am currently attempting to work with our insured in regard to the work they did on your client's bike.

I look forward to receiving your client's medicals as you receive them. I would also appreciate it if you could return the medical authorization I am sending so I can order and document that you are sending all of your client's medical records. I need to confirm that his injuries are accident related and not excessive.

WILLIAM SHIRER
Page 2
January 4, 1994

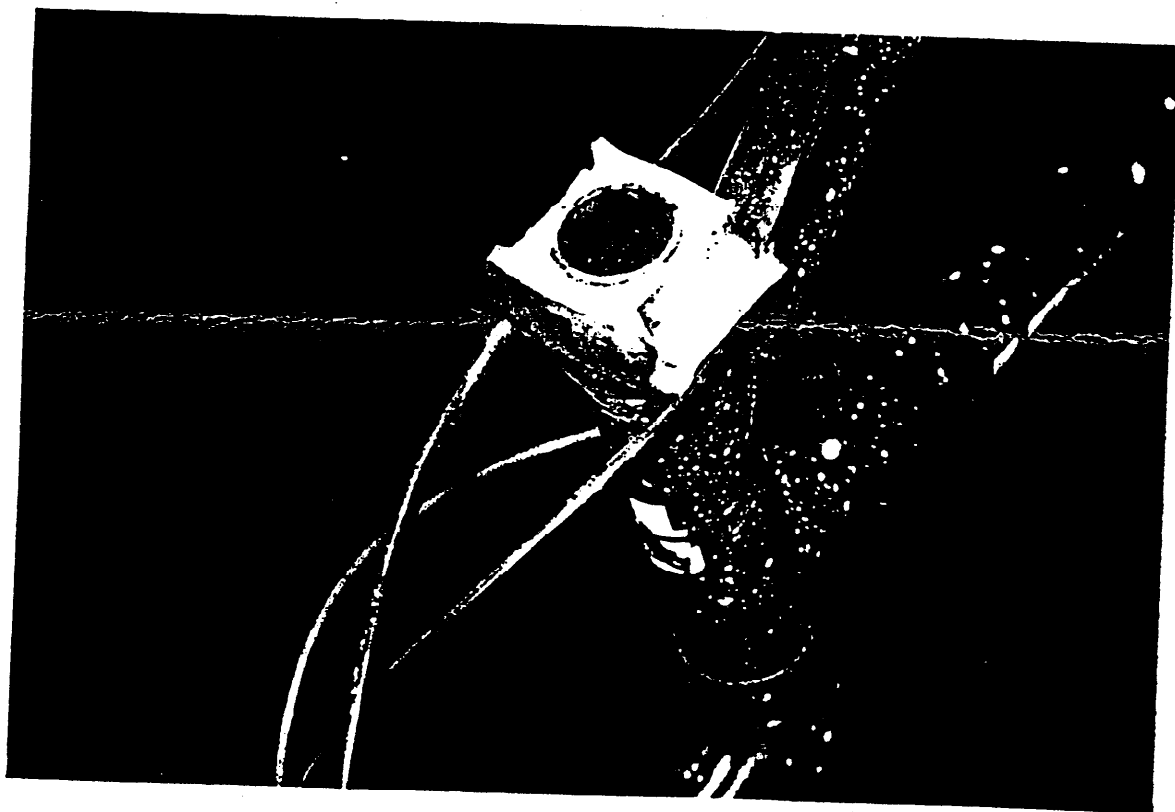
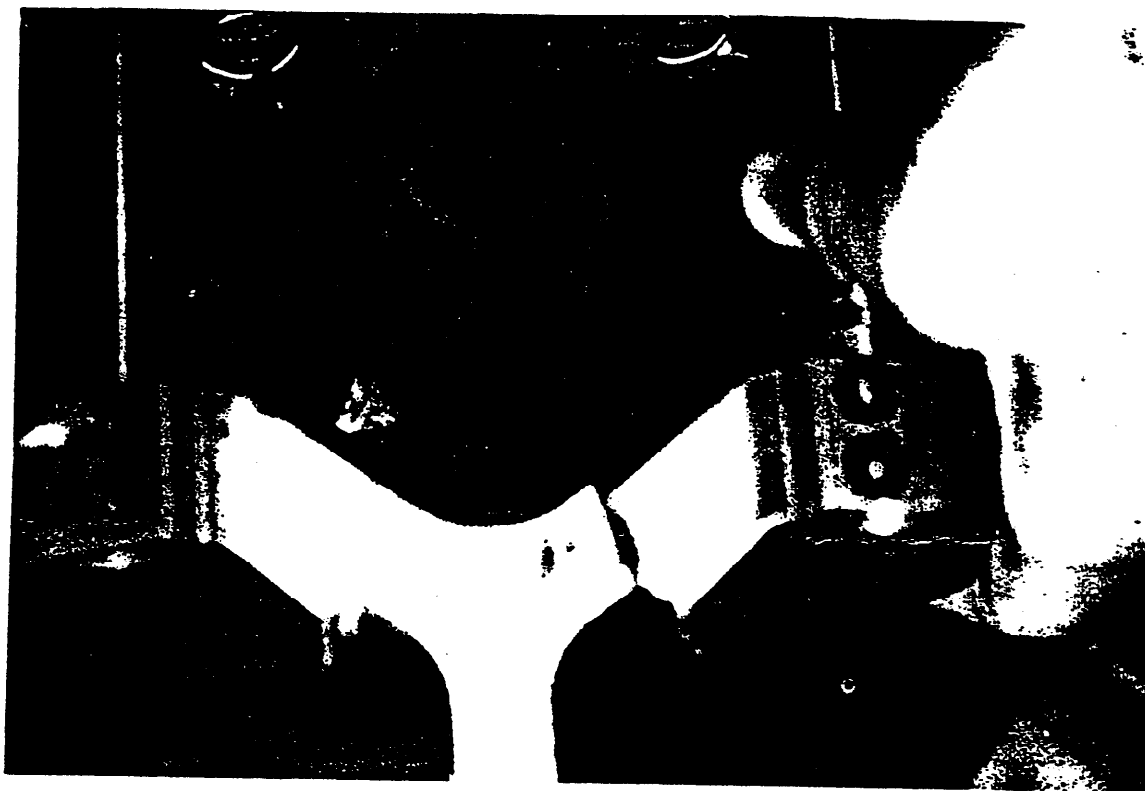
I will look forward to receiving your response to my questions addressed above as well as a phone call from you so we can discuss this matter.

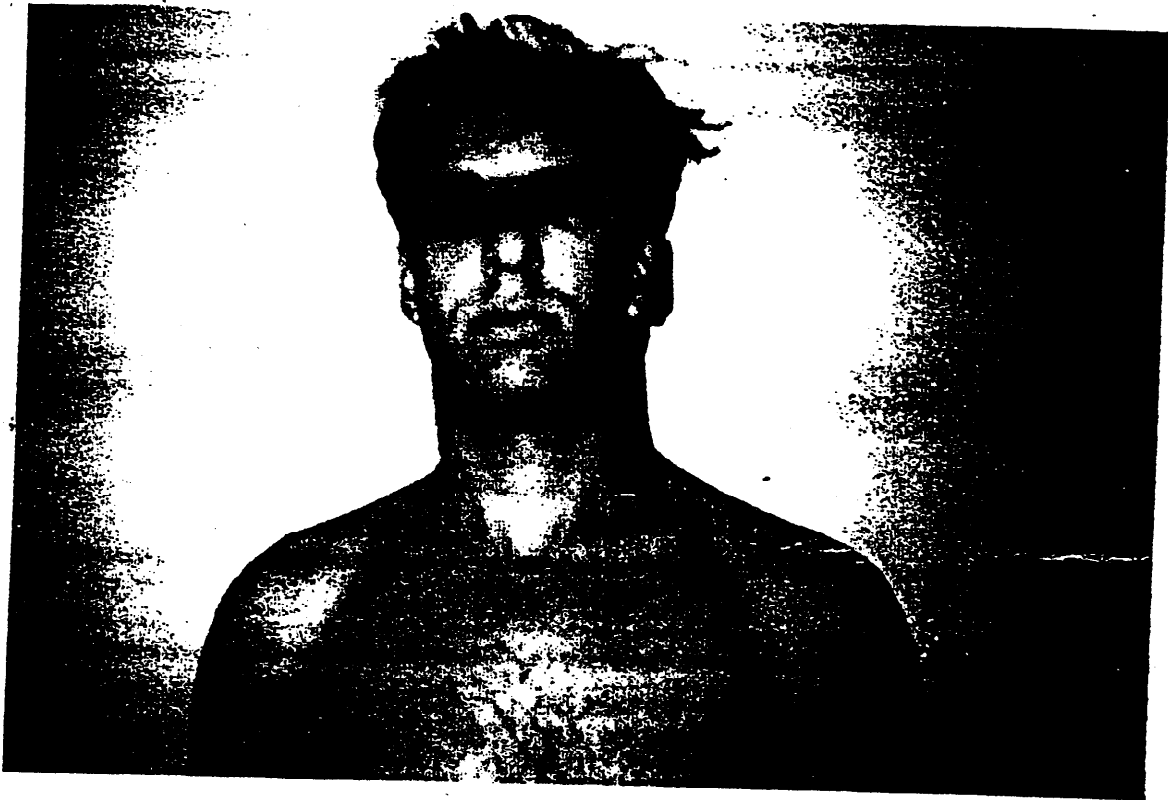
MSU
Shaun Sullivan
Claims Adjuster
Extension 9085

SS12310.19,,309

cc: BICYCLES INC
510-I HARWOOD RD
BEDFORD TX 76021

ANSWER PRODUCTS INC
27460 AVE SCOTT
VALENCIA CA 91355





LAW OFFICES OF
BULLARD, LARSEN & PLOCK, P.C.
A PROFESSIONAL CORPORATION

PETER W. BULLARD
JAN A. LARSEN
JOHN E. PLOCK
BARBARA L. LUNT
MASON C. MITCHELL*

SHORES OFFICE PARK
375 EAST HORSETOOTH RD
BUILDING 6, SUITE 200
FORT COLLINS, CO 80525
303-223-5900

MAILING ADDRESS:
POST OFFICE BOX 270008
FORT COLLINS, CO 80527

FAX
303-223-5316

*ALSO ADMITTED IN MONTANA

March 4, 1994

Attn: President
Answer Products, Inc.
27460 Avenue Scott
Valencia, California 91355

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
P 421 295 606

Re: Dennis [REDACTED]
Our File No. 94138KAR.T06

Dear President:

Please be advised that our firm represents Dennis [REDACTED], a resident of Loveland, Colorado. On July 24, 1993, Mr. [REDACTED] purchased a Manitou 2 Precision Suspension Fork (hereinafter "Manitou Fork") from the Loveland Schwinn bicycle shop in Loveland, Colorado. Answer Products, Inc. designed and manufactured the Manitou Fork. The employees of Loveland Schwinn installed the Manitou Fork on Mr. [REDACTED] 1992 Paramount 90 Series 21 inch mountain bike.

On February 5, 1994 Mr. [REDACTED] and two friends went on a mountain bike ride in Lory State Park north of Horsetooth Reservoir in Larimer County, Colorado, near Fort Collins. Nearing the end of their ride, Mr. [REDACTED] and his friends discovered a gradually sloped twelve inch jump in an unpaved parking lot near the Arthur's Rock trailhead. Mr. [REDACTED] and his friends each took a turn successfully going over the jump. Mr. [REDACTED] then went over the jump a second time. Upon impact, the "crown" of the Manitou Fork failed, and severed on each side of the "steer tube."

The failure of the crown of the Manitou Fork caused Mr. [REDACTED] to be thrown forward face-first into the ground. Mr. [REDACTED]'s face and chest impacted the ground with such force that he flipped forward one full rotation, and his face and chest impacted the ground a second time. Although Mr. [REDACTED] was wearing a helmet, the impact rendered him unconscious for approximately one minute. Mr. [REDACTED] suffered a concussion, broken nose, broken wrist, bruised ribs, numerous contusions and abrasions, and chest, neck and back pain.

Answer Products, Inc.
March 4, 1994
Page Two


Please consider this correspondence as notice that Mr. [REDACTED] will be pursuing a claim against Answer Products, Inc. for all damages incurred by him as a result of the failure of the Manitou Fork outlined above. Mr. [REDACTED] will wait until he has reached maximum medical improvement prior to submitting a detailed claim to Answer Products, Inc.

Should you have any questions or concerns regarding this matter, please contact the undersigned.

Very Truly Yours,

BULLARD, LARSEN & PLOCK, P.C.

By:


Mason C. Mitchell

MCM/tac
pc: Dennis [REDACTED]

PARK CYCLERY

Answer Products Inc.
27460 Ave. Scott
Valencia
CA 91355

April 04, 1994

Attn. Mr. Keith [REDACTED]

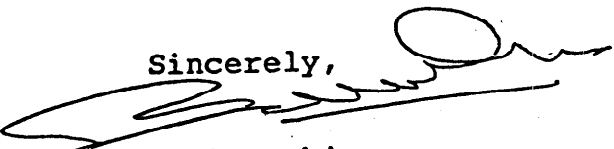
Dear Sirs,

I am enclosing some photographs of Mr. James [REDACTED] and his bicycle after the Manitou 2 fork crown separated from the steer tube causing him to fall on his face.

I would really appreciate it if you would contact the customer at the address given below and settle the matter out of court.

Mr. James [REDACTED]
[REDACTED]
CA 94118
[REDACTED]

Sincerely,


Paul Nambiar

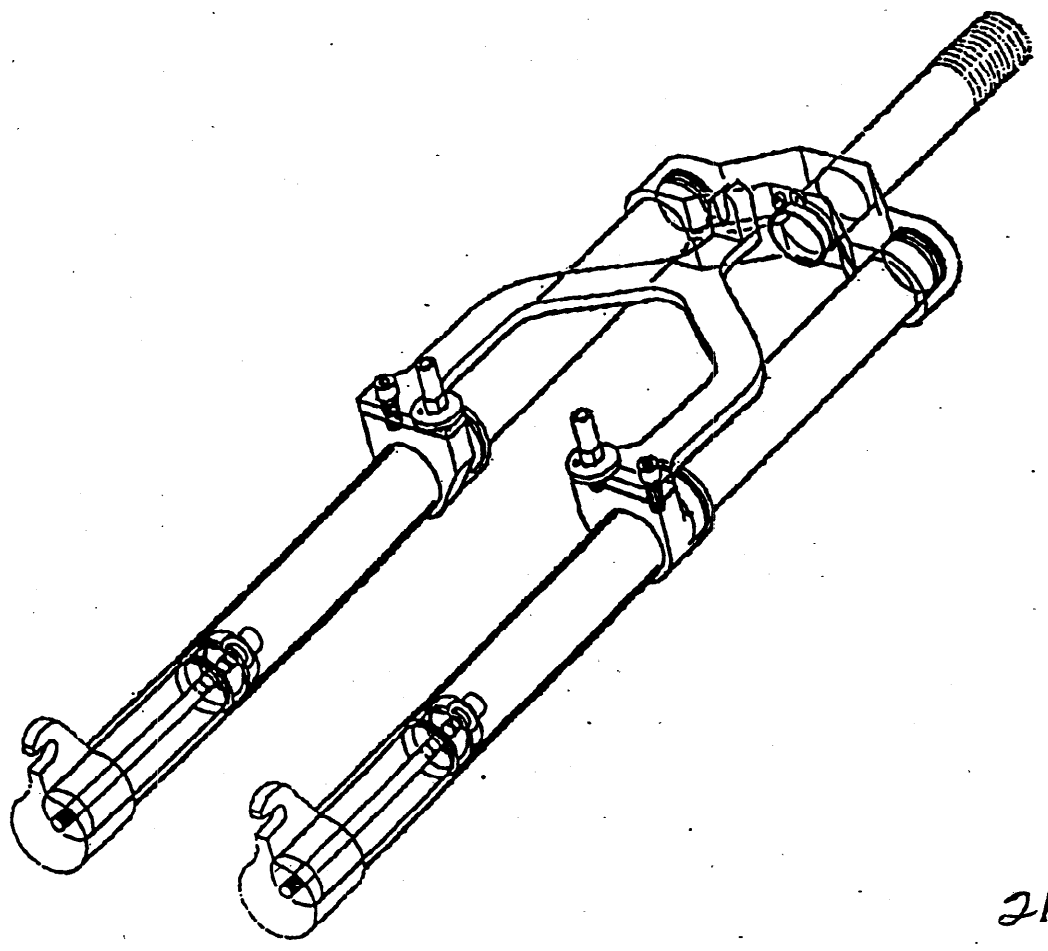
15e. Provide two samples of the product, including retail packaging and instructions for assembly and use. Also provide a sample of the "fix", if such has been made, with instructions to be given to consumers. If there is a cost associated with these samples, notify us prior to sending the samples.

Copies of Owners Manual follow.

Samples of prior configuration and of the more current Manitou 2 thicker wall crown configuration are being sent via UPS under separate cover. There is no charge for the product.

MSPORT

OWNERS MANUAL



210

ANSWER PRODUCTS INC. 27460 AVE. SCOTT VALENCIA, CA 9135
PHONE: 805•257•4411 FAX: 805•257•401

TABLE OF CONTENTS

	PAGE
Installation Instructions	1-2
Spare Parts List	2
Exploded View	3
Maintenance	4
Disassembly	4
Assembly	6
Adjusting the Ride Qualities	9
Trouble Shooting	9

M-SPORT PRECISION SUSPENSION

The M-Sport Fork is CNC machined from high strength 6061 T6 Aluminum. The outer leg is specially precision drawn Easton E9 Aluminum. This anodized tubing is press fit into the brake flange and drop out to form a strong maintenance free outer leg assembly. The inner legs are 4130 Chromoly that are hard chrome plated for durability and rust free service.

The suspension spring rate and dampening are provided by polyurethane elastopolymers. These specially matrixed polymers provide simple yet effective and maintenance free off-road performance. Travel is 1.6 inches. Different elastopolymers can be combined in the dampening stack to adjust the ride stiffness and rebound performance. The upper and lower UHMW bushings insure exact alignment between upper and lower legs, and minimize front end flex. The brake arch provides extra rigidity and front end stability in rough terrain.

The M-Sport Fork is fully assembled and ready to be installed onto your bicycle. It has been delivered with the steer tube properly located and torqued into the crown. M-Sport suspension forks are available in three steer tube diameters, 1" (STD); 1.125 (O.S.); 1.250 (EVO) and in four lengths, 5½"; 6½"; 7½"; 8½". Different density polyurethane compression rubbers have been included with your fork to permit tuning of the fork to your local terrain and your particular ride preference. Additional expanded option ride adjustment kits are available through your dealer or Answer Products.

IMPORTANT: The M-Sport Fork is an off road fork, and as such, does not come with proper reflectors for on road use. Adapt proper reflecting if the bicycle is going to see road use at any time.

INSTALLATION INSTRUCTIONS (Figures 1 & 2)

Insure that the proper Steer Tube diameter and length has been delivered with your M-Sport and that the Lower Race Ring is seated on the Crown.

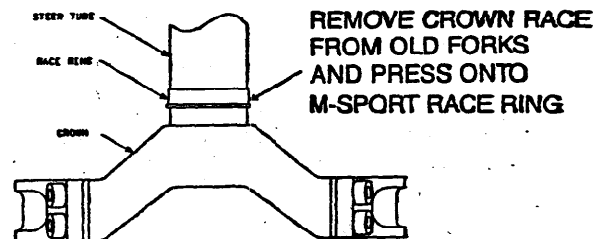
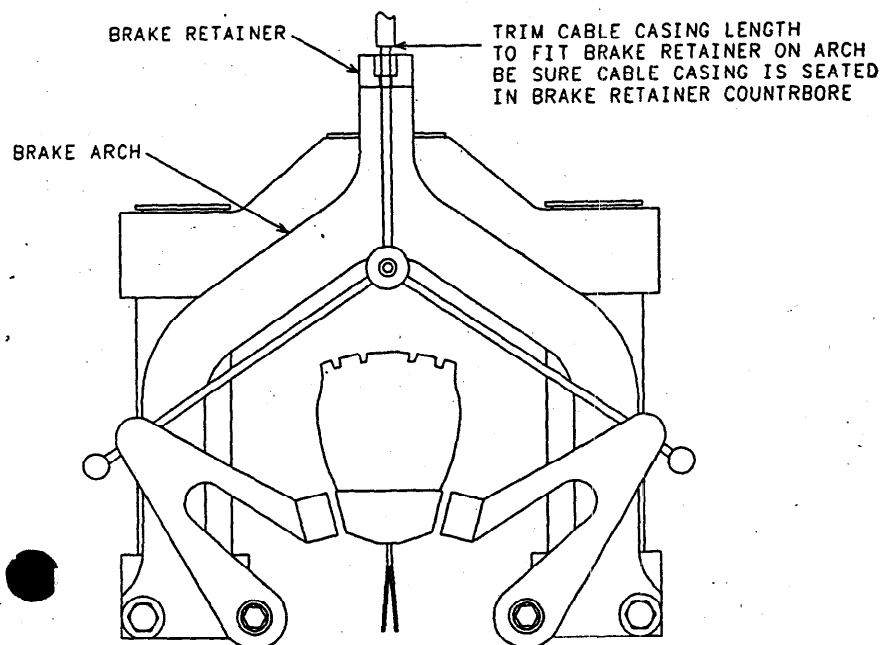
NOTE: The steer tube is a one time precision press fit and cannot be removed from the crown. Replacement of the entire crown/steer tube assembly must be done to change steer tube sizes. If you are not familiar with the procedure or do not have the proper tools to cut the steer tube to the exact length to fit your particular bicycle, it is recommended that you seek a qualified bicycle mechanic to perform the installation.

1. Remove old forks from bicycle.
2. Measure and cut the steer tube to fit bicycle.
3. Remove crown race from old forks and press onto M-Sport race ring until seated
4. Clean and grease headset bearings and races of bicycle.
5. Install lower bearings on crown race.
6. Insert steer tube into head tube of frame.
7. Install upper bearings and race, tighten until slack just disappears.
8. Install washer and head lock nut.
9. Install stem and handlebars to desired height and torque stem bolt to 240 to 280 inch-lbs.
10. Adjust front wheel quick release levers to clear the 1/4" secondary catch dropout. The quick release must be tightened after it is properly seated into the counter bore. Insure that there is adequate thread engagement (4 or more threads with the release adjusted to lock) due to the wider adjustment. Install front wheel to bicycle manufacturer's specification.
11. Obtain new brake inner and outer cable.
12. Trim outer cable length to fit into new brake cable retainer on brake arch. Do not use old retainer.
13. Install and adjust cantilever brakes per your bicycle or cantilever brake owners manual. Torque the 6MM bolt to 70 inch-lbs. max. Insure that outer cable is properly seated in the brake cable retainer and is free and works properly through the full range of handlebar movement.

NOTE: The M-Sport Fork Is equipped with a secondary catch dropout.

Figure 1: Front Brake Cable Routing

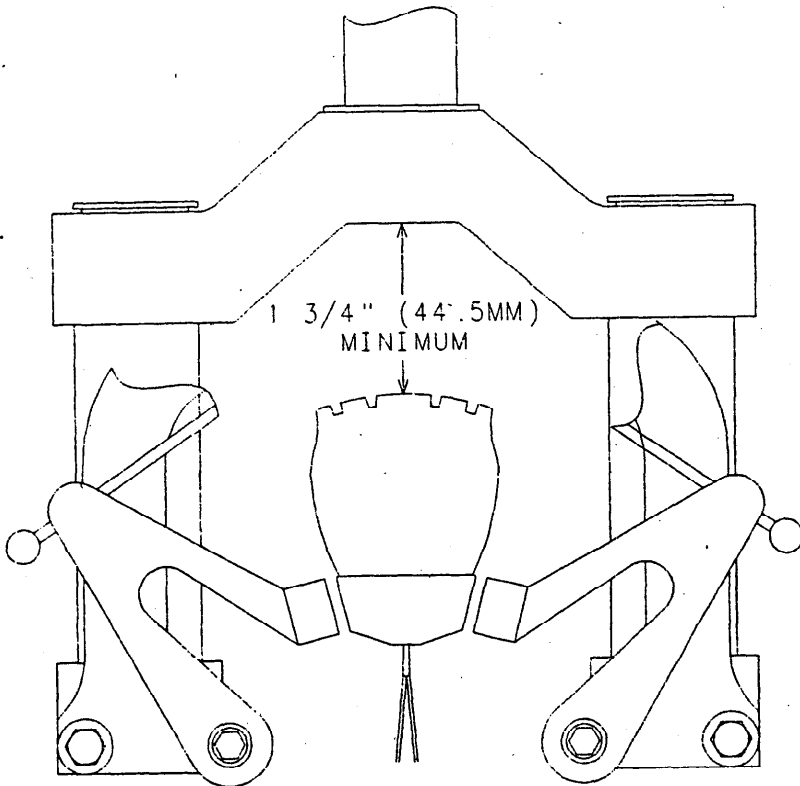
IMPORTANT: DO NOT RUN YOUR CABLE THROUGH THE STEM CABLE SYSTEM OF YOUR BICYCLE. BYPASS THE STEM ROUTING COMPLETELY AND GO DIRECTLY TO THE BREAK ARCH OF THE M-SPORT



212

Spare parts are listed in Table I and can be ordered through your dealer. If you have any problems that you cannot resolve with your dealer, you may call Answer Products customer service at (805) 257-4411, 8:00 AM to 5:00 PM Monday through Friday.

Figure 2: Minimum Ride Height



IMPORTANT: When installing wheel or any new tire be sure to check the minimum tire clearance is at least 1 3/4 inches from the highest point on the tire to the bottom of the crown.

WARNING: Do not raise or lower the fork tubes in the crown. This could cause lack of proper tire clearance when the fork compresses or reduce the amount of fork leg engagement at the crown. Either case constitutes an unsafe condition.

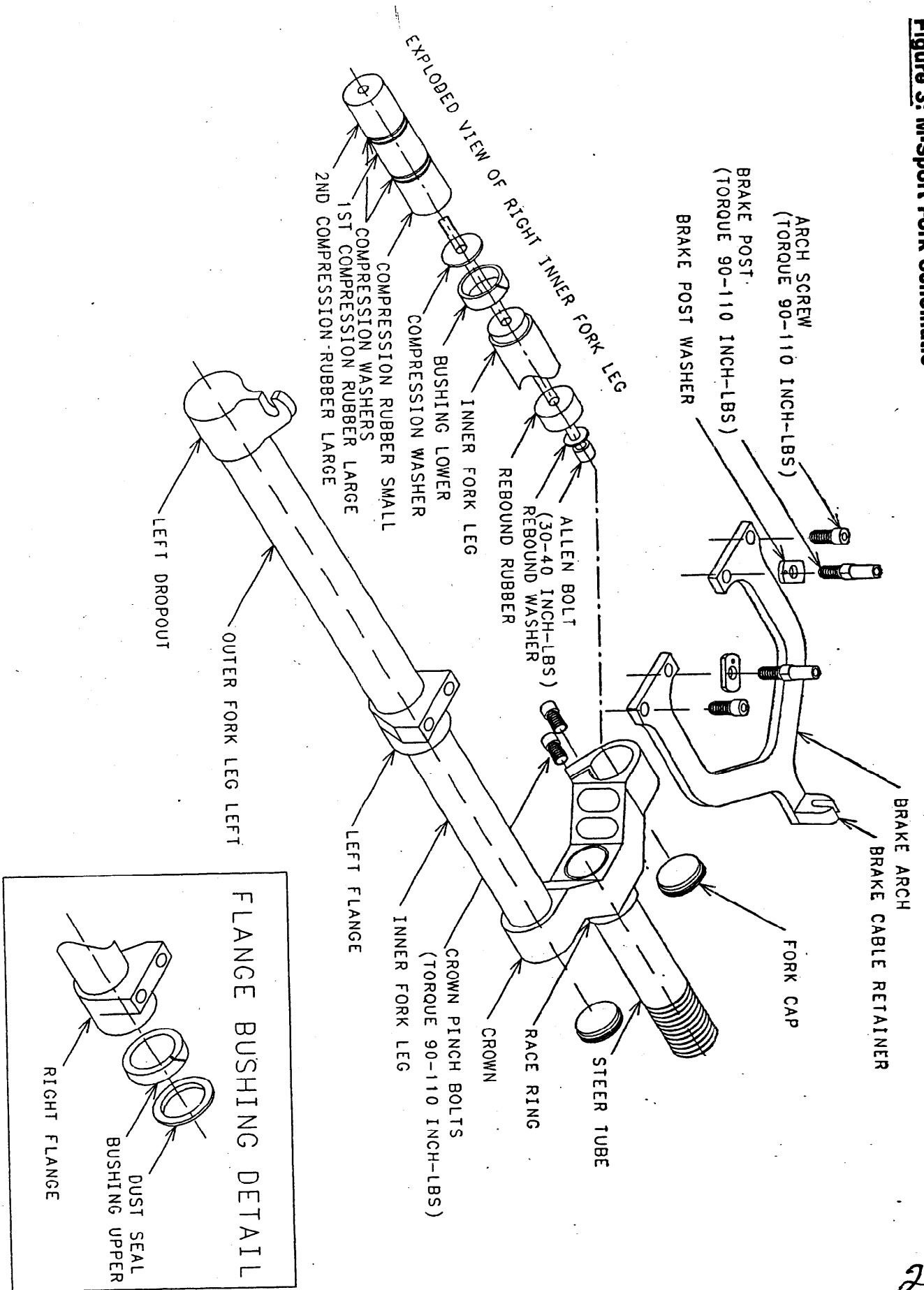
TABLE 1: M-SPORT SPARE PARTS	
Part Name	Part Number
Arch Screw	040159
Brake Arch Assembly	040180
Brake Post	040147
Brake Post Washer	040148
Bushing Lower	040154
Bushing Upper	040155
Compression Rubber Blue (1 1/2")	040177
Compression Rubber Red (1 1/2")	040175
Compression Rubber Red (3/4")	040197
Dust Seal	040166
Crown Pinch Bolts (6MMx20MM)	040454
Fork Cap Assembly	85-3321
Inner Leg	040184
Inner Leg Allen Bolt (6x120MM)	040160
Outer Leg Left	040183
Outer Leg Right	040182
Rebound Rubber	040163
Washer Compression	040165
Washer Rebound	040161
12" x5MM Hex Key Wrench	040171
M-Sport Owners Manual	040478

CROWN/STEERER ASSEMBLY GUIDE			
STEER TUBE LENGTH	STEER TUBE DIAMETER		
	1.000 in. (25.4MM) (standard)	1.125 in. (28.6MM) (over size)	1.250 in. (31.8MM) (evolution)
5.5 inch (140MM)	85-3300	85-3304	85-3308
6.5 inch (165MM)	85-3301	85-3305	85-3309
7.5 inch (190MM)	85-3302	85-3306	85-3310
8.5 inch (216MM)	85-3303	85-3307	85-3311
Race Ring	040136	040137	040138
Crown Race Inside Dia.	(26.5MM)	(30.0MM)	(33.0MM)

CROWN/STEERER ASSEMBLY (INCLUDES ALL PARTS SHOWN)

213

Figure 3: M-Sport Fork Schematic



MAINTENANCE

Your M-Sport Fork is nearly maintenance free. However, moisture and contamination may build up inside the fork. Although this does not affect the performance of the M-Sport, to insure long life it is recommended that the fork be periodically disassembled, cleaned, dried and re-greased.

NOTE: The cantilever brakes, brake arch assembly, and inner leg tubes *DO NOT* need to be removed for general disassembly or cleaning. We recommend you *AVOID DISASSEMBLING* these components unless absolutely necessary.

Before every ride you should:

1. Wipe the inner legs clean.
2. Visually inspect for obvious damage.
3. Check tightness of front wheel quick release.
4. Check headset slack.
5. Insure that the front brake cable is properly seated in the cable retainer.
6. Check cantilever brake adjustment.
7. Crown bolts should be checked often to confirm they remain properly torqued. (Torque 90-110 in-lbs.)

When cleaning the fork seal area, it is **NOT RECOMMENDED** to direct water spray at the seals.

Note: The M-Sport should not be used if any parts are damaged. Contact your local dealer or Answer Products directly for replacement parts.

GENERAL DISASSEMBLY (Figures 4, 5 & 6)

Removal of outer leg:

Note the cantilever brakes, brake arch, and inner tubes do not need to be removed for disassembly. It is recommended that brake arch bolts, brake post, and crown pinch bolts be left torqued to preserve the locktited mating surfaces. Forks may be left installed on bicycle.

1. Gently pry to remove both fork caps.

Figure 4: Fork Cap Removal

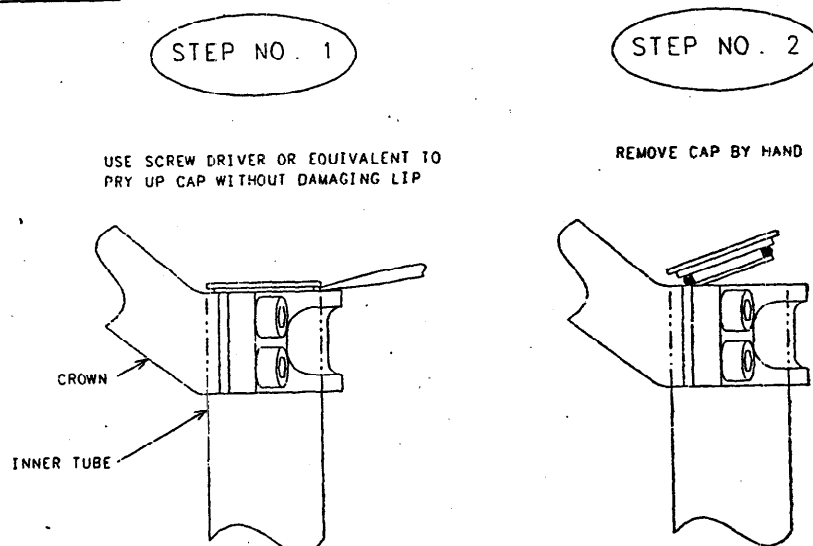
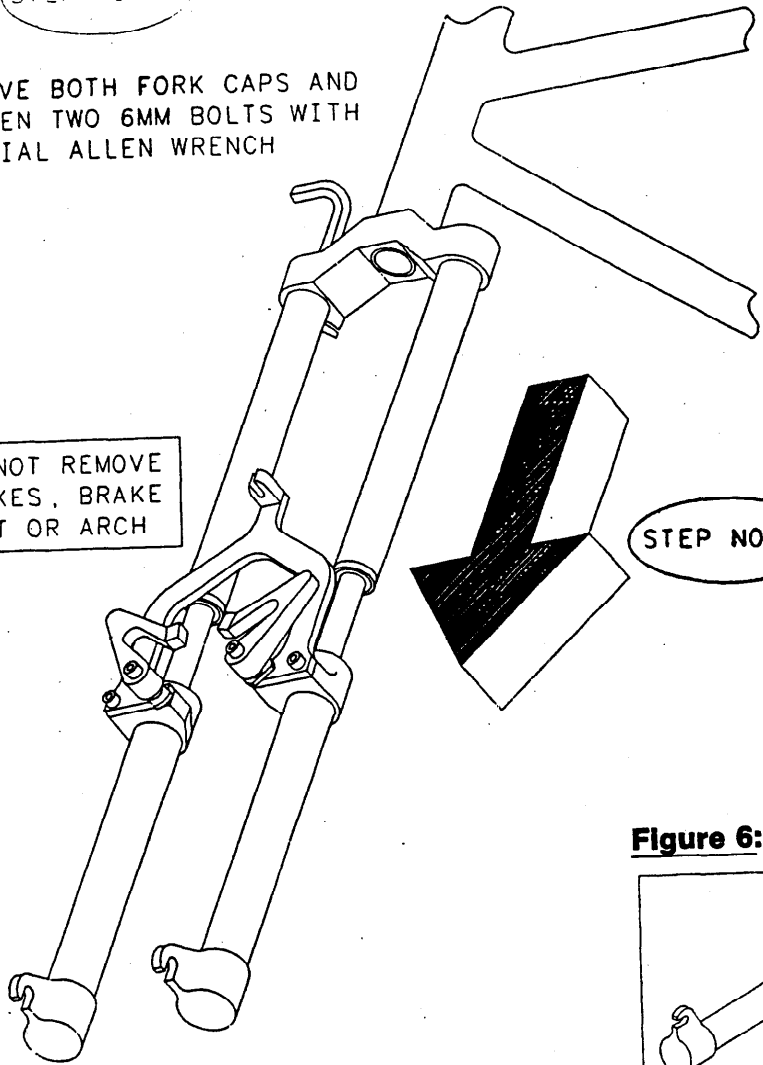


Figure 5: General Disassembly (with forks attached to bicycle)

STEP NO. 1

REMOVE BOTH FORK CAPS AND LOOSEN TWO 6MM BOLTS WITH SPECIAL ALLEN WRENCH

DO NOT REMOVE BRAKES, BRAKE POST OR ARCH



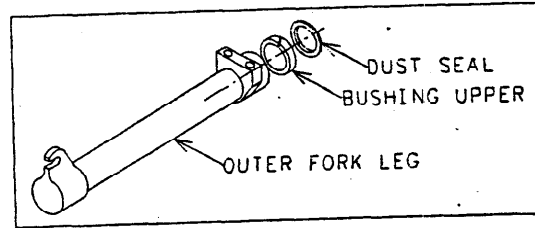
STEP NO. 2

PULL DOWN SHARPLY TO REMOVE OUTER FORK LEGS AS A UNIT

GENERAL DISASSEMBLY (cont.)

2. Use special 5MM allen wrench to loosen 6MMx120MM bolt.
3. Remove outer leg assembly by pulling it off of the inner leg. Outer leg should slide freely off of inner leg with a sharp pull at the end to complete the fork tube disassembly.

Figure 6: Removal of Dust Seal



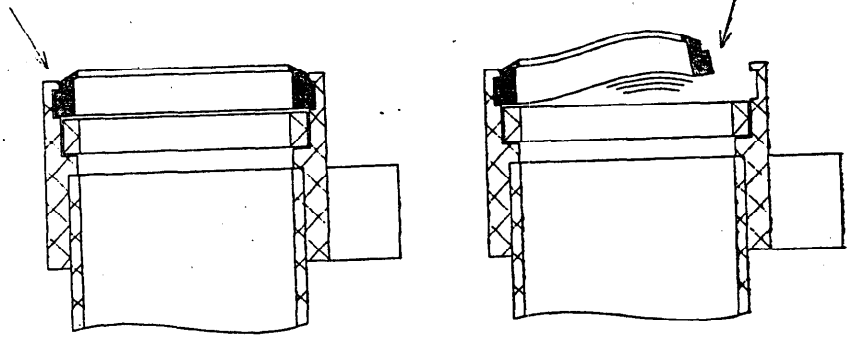
Removal of Dust Seal & Upper Bushing

The dust seal is captured by a groove in the flange and holds the upper bushing in place. It is soft and pliable and may be removed by hand.

1. Remove dust seal by hand taking care not to damage the sealing area with sharp or metal tools.
2. Remove the upper bushing.

DUST SEAL IS HELD IN PLACE BY GROOVE

REMOVE BY HAND



Removal of Compression Rubber and Lower Bushing

The compression rubber fits loosely over the 6MMx120MM bolt.

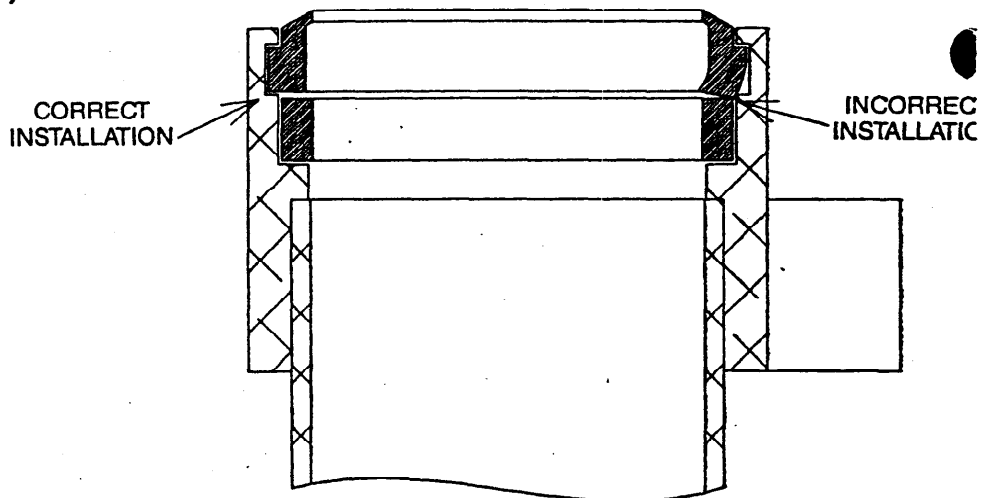
1. Slide compression rubbers off of 6MM bolt.
2. Remove compression washer and lower bushing.
3. Turn inner leg upside-down if removal of 6MM bolt and rebound rubber.

216

RE-ASSEMBLY (Figures 7, 8, & 9)

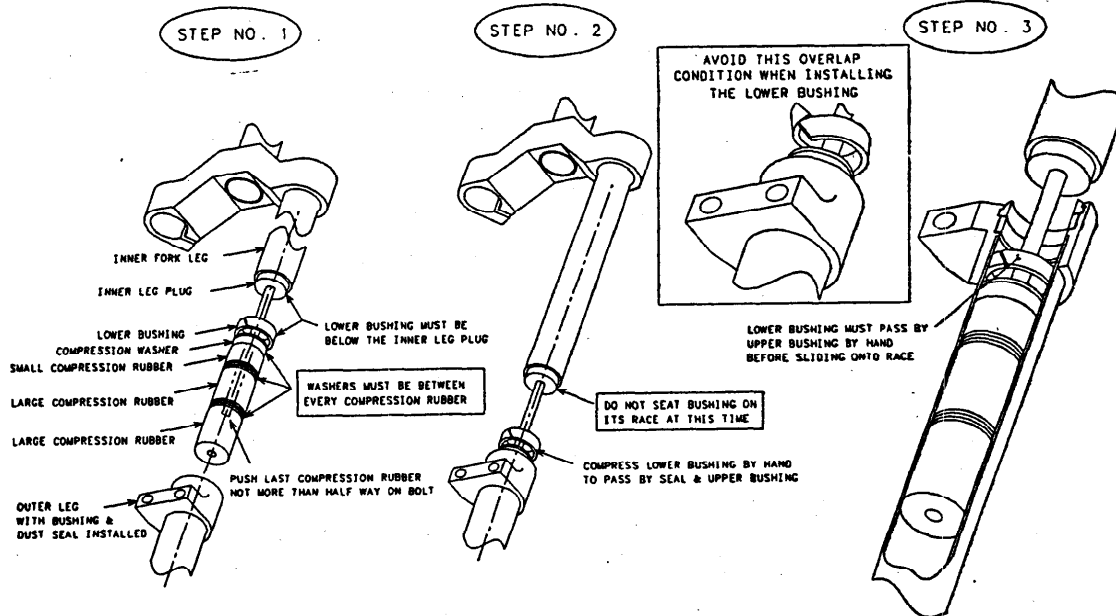
1. Clean all parts thoroughly.
2. Inspect inner and outer legs for excessive scratching or gouging.
3. Replace the bushings and dust seal if excessively worn or damaged.
4. Select new compression and rebound rubbers to change fork performance if desired.
5. Grease all parts lightly but thoroughly with a good quality waterproof lithium or molybdenum grease.
6. Place upper bushing into flange and install dust seal. Be sure that dust seal is fully seated in its groove.

Figure 7: Dust Seal Installation



This illustration shows correct seal installation at the left, and incorrect installation at the right. Use a finger to run around the seal once installed to confirm that seal is properly installed and fully seated at all points.

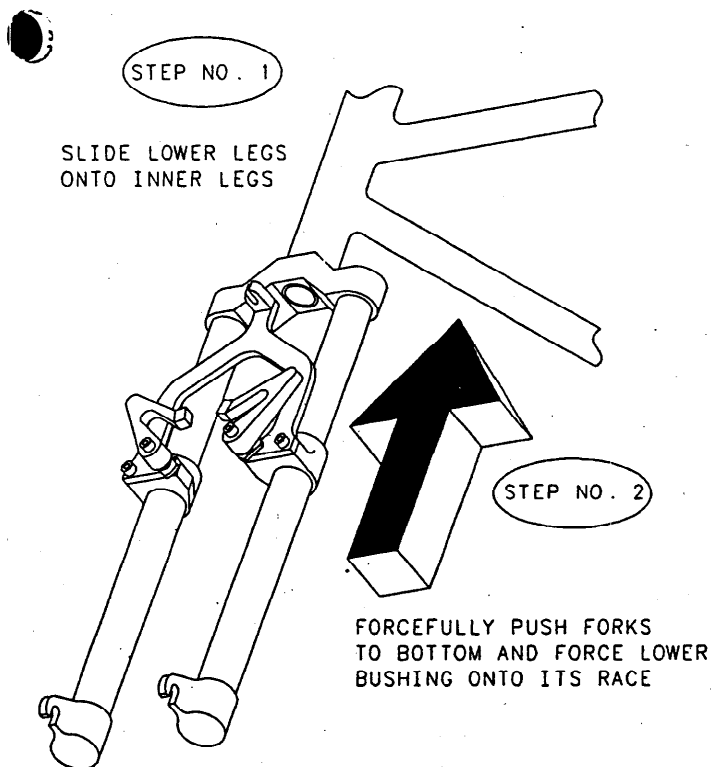
Figure 8: Fork Leg Assembly Schematic (right leg, arch & other parts removed for clarity)



7. Slide rebound washer and rubber onto 6MM bolt and drop into inner leg. Shaking it gently will help the bolt find the hole in the inner leg plug.
 8. Slide on the lower bushing, compression washer, small compression rubber, intermediate washer and large compression rubbers. Slide second large compression rubber only half way onto bolt to leave enough room to work with the lower bushing.
- Note:** Do not slide lower bushing onto the inner tube plug. The fork will not be able to be assembled.
- 9 **IMPORTANT:** Lower bushing must pass through upper bushing by hand **BEFORE** sliding on race of inner leg. It will not go through the upper bushing any other way. (See step 2 & 3.)
 10. Repeat process for second leg.

217

**Figure 9: Fork Reassembly
(with forks attached to bicycle)**



REASSEMBLY (cont.)

11. Slide lower legs gently onto inner legs taking care not to damage the dust seal.
12. Continue to slide lower legs until bottomed on the compression rubber.
13. By hand push both legs up until inner legs bottom out. With continuing pressure on lower legs up against the upper legs, force the long allen bolt down through the elastomer dampening stack with strong downward pressure on the long allen wrench. Using the allen wrench provided, apply light to medium pressure to start the long allen bolt threading onto the lower drop out. Once started, only turn it two or three revolutions into the threading. Now repeat the process on leg number two. You will need some of the slack you have left in the system by not tightening the first bolt to allow you to position the long allen in the second fork leg. Once you get both allen bolts started satisfactorily, tighten both securely with 30-40 in-lbs.
14. When properly tightened, this bolt will seat the lower bushing in its permanent and proper position.
15. Replace fork caps.

During normal maintenance the fork legs and brake arch do not need to be removed. It is recommended that the loctited joints be left undisturbed.

BRAKE ARCH

Removal:

1. Disconnect brake cable from cantilever brakes.
2. Remove 6MM allen screws and cantilever brakes.
3. Remove 8mm brake arch screws.
4. Remove brake post and brake post washer, use 8MM wrench.

Reassembly:

1. Clean all mating surfaces and threads with solvent.
2. Install 8MM allen screws, brake post, and brake post washer finger tight.
3. Torque 8MM allen screw to 90-110 in-lbs.
4. Torque brake post to 90-110 in-lbs. using 8MM allen wrench while holding washer in correct rotation with 13mm wrench.

INNER FORK LEG

During normal maintenance the inner forks do not need to be removed from the crown. It is recommended that the torqued joints be left undisturbed.

Disassembly:

1. Loosen the four 6MM allen screws located in the crown.
2. With twisting movement remove the inner fork legs. Fork caps may be left in place.

Reassembly:

1. Clean mating surfaces of crown and inner fork legs.
2. Install inner fork legs into crown so top of chromoly tube is flush with crown surface.
3. Tighten and torque four 6MM allen bolts to 90-110 in-lbs.

WARNING: Do not over tighten crown pinch bolts to the point of bottoming crown slot.

STEER TUBE AND RACE RINGS (Figure 10)

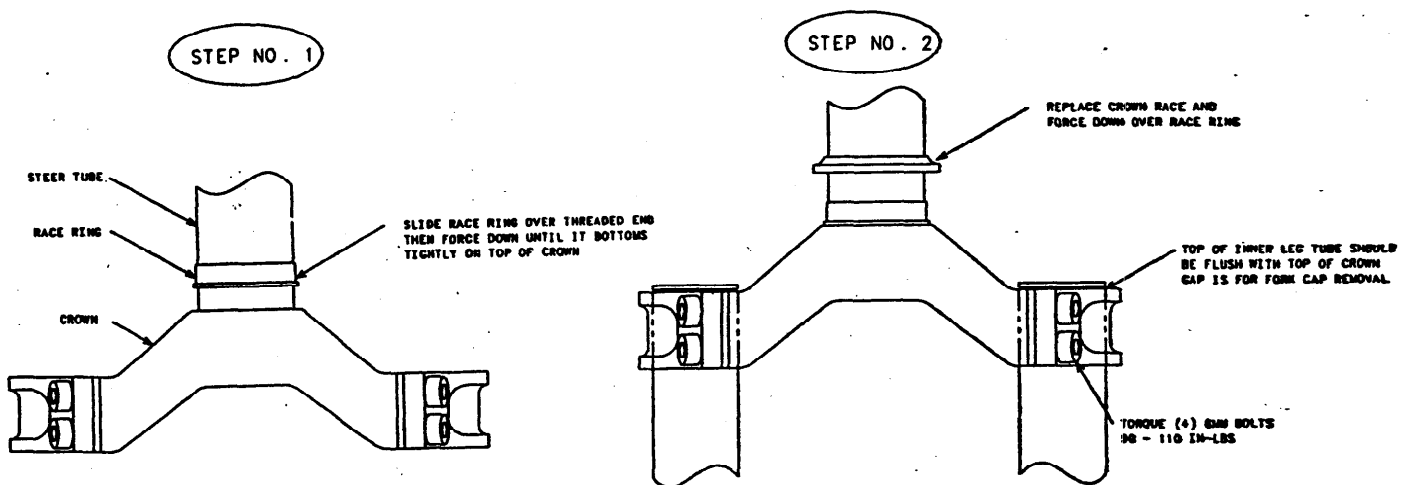
The steer tube is precision press fit into the crown and can not be disassembled. Disturbing the press fit will result in unacceptable holding power for future use. Changing steer tube diameter and length can only be accomplished by replacing the crown steer tube assembly. Removal of the race ring from the steer tube will probably damage it beyond use. It is recommended that a new one be used if removed.

Race Ring Replacement:

1. Remove crown race.
2. Pry race ring up from top crown surface.
3. Using a crescent shaped drift or equivalent, tap race ring off end of steer tube.
4. Obtain new race ring.
5. Install race ring over threaded end of steer tube and without damaging tap down until firmly seated on top of crown.
6. Press crown race onto race ring until firmly seated.

Figure 10: Replacement of Race Ring & Inner Legs

(NOTE: THE STEER TUBE AND CROWN ARE A PERMANENT PRESS FIT AND CANNOT BE SEPARATED.)



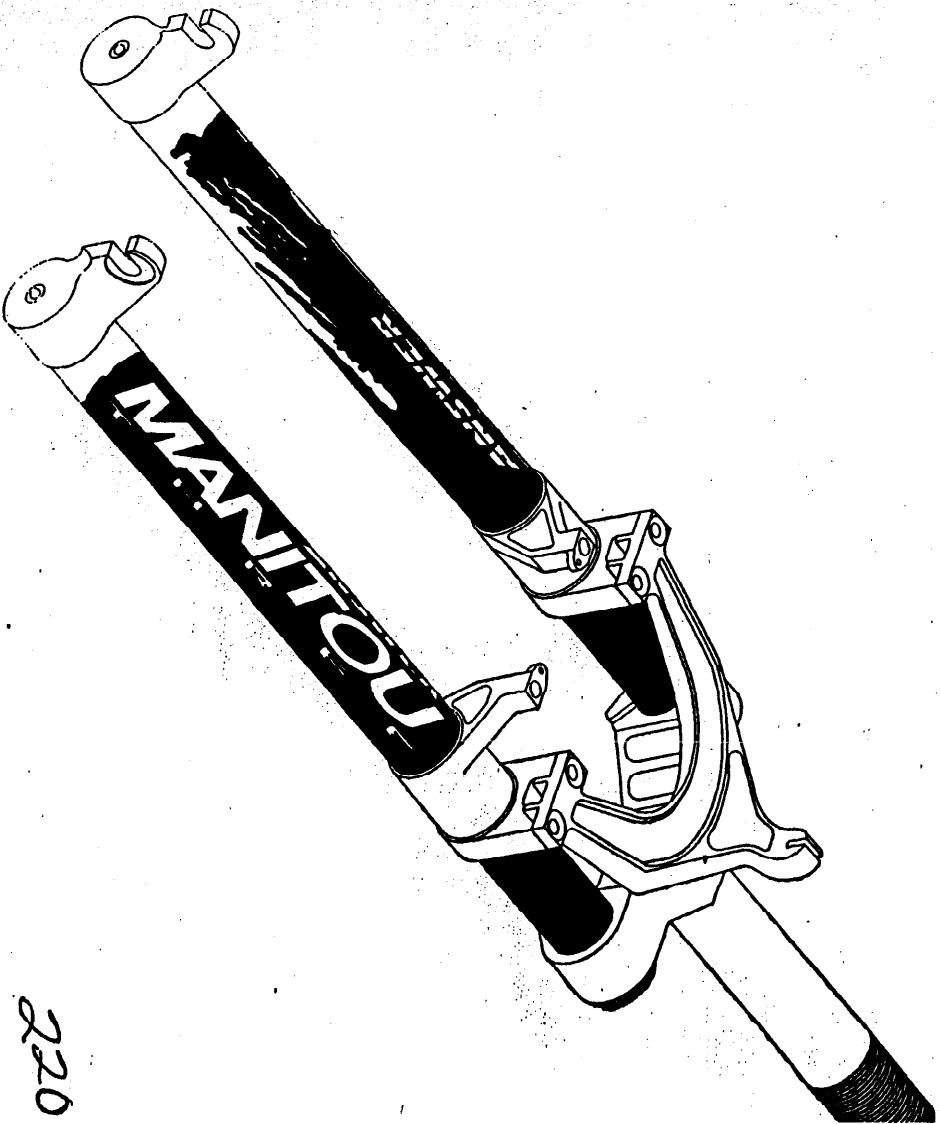
WARNING: Do not raise or lower the fork tubes in the crown. This could cause lack of proper tire clearance when the fork compresses or reduces the amount of fork leg engagement at the crown. Either case constitutes an unsafe condition.

ANSWER
ANSWER

MANITOU

PRECISION SUSPENSION FORKS

OWNERS MANUAL



220

ANSWER PRODUCTS INC. 27460 AVE. SCOTT VALENCIA, CA 9131

PHONE: 805-257-4411

FAX: 805-257-40

TABLE OF CONTENTS

Installation Instructions	2
Spare Parts List	3
Exploded View	4
Maintenance	5
General Disassembly	5
Inspection	6
Long Travel Conversion	6
Reassembly	7
Brake Arch	8
Inner Fork Leg	8
Adjusting the Ride Qualities	9
Trouble Shooting	10
Cycle Computer Installation	10

MANITOU 3 PRECISION SUSPENSION

CONGRATULATIONS FOR CHOOSING THE BEST MOUNTAIN BIKE SUSPENSION MADE. THE MANITOU 3 IS A HIGHLY SOPHISTICATED YET SIMPLE SYSTEM THAT MUST BE PROPERLY CARED FOR. IT IS MANDATORY TO READ THIS MANUAL ENTIRELY PRIOR TO WORKING ON THE MANITOU 3 FORK.

The Manitou 3 Suspension Fork is CNC machined from high strength 6061 T6 Aluminum. The outer leg is specially precision drawn Easton E9 Aluminum with anodized graphics for protection as well as style. The anodized tubing is press fit into the brake flange and dropout to form a strong maintenance free outer leg assembly. The inner legs are Easton precision taper drawn 7075 T6 Aluminum that are hard anodized and have been Teflon coated for a wear free and stiction free surface.

The suspension spring rate and damping are provided by a six inch stack of polyurethane elastopolymers with a one inch second stage elastomer to provide full travel in all conditions with a positive bottom stop. These specially matrixed polymers provide simple yet effectively tuned and maintenance free off road performance. Standard travel of 2" is easily adjusted to 2 1/2" long travel for down hill conditions. Different elastopolymers can be combined in the damping stack adjust ride stiffness and rebound performance and are easily changed with the hand removable skewer. Fine tune adjustments can be made using the adjuster knob located on top of the skewer assembly. The upper and lower UHMW bushings insure exact alignment between inner and outer legs and minimize front end flex. The forged brake arch provides extra rigidity and front end stability in rough terrain.

The Manitou Fork is fully assembled and ready to be installed onto your bicycle. Manitou suspension forks are available in three steer tube diameters 1" STD (25.4MM), 1.125 O.S. (28.6MM), and 1.250 EVO. (31.8MM) and four lengths, 5 1/2" (140MM), 6 1/2" (165MM), 7 1/2" (190MM), 8 1/2" (215MM), and 12" (305MM) threadless. Different density polyurethane compression rubbers and two 1/2" long travel kit rubbers have been included with your fork to permit tuning of the fork to your weight and riding style. Additional expanded option ride adjustment kits are available through your dealer carrying Manitou products.

IMPORTANT: The Manitou Fork is a competition off road fork, and as such does not come with proper reflectors for on road use. Have your dealer or mechanic install proper reflectors to meet the Consumer Product Safety Commission's (C.P.S.C.) standards if the fork is going to be used on the road at any time. If you have questions regarding C.P.S.C. Standards contact your dealer.

221

INSTALLATION INSTRUCTIONS

Figures 1, 2, &3

Insure that the proper steer tube diameter and length has been delivered with your Manitou. The steer tube must be cut to length to fit your bicycle head tube. If you are not familiar with this procedure or do not have the proper tools to cut the steer tube it is recommended that you seek a qualified bicycle mechanic to perform installation.

NOTE: The steer tube is a one time precision press fit at the factory and cannot be removed from the crown. Replacement of the entire crown/steerer assembly must be done to change steer tube lengths or diameters.

1. Remove old forks from bicycle.
2. Measure and cut the steer tube to fit your bicycle head tube.
3. Remove crown race from old forks and press onto Manitou 3 steerer until seated on crown (Figure 1).
4. Clean and grease headset bearings and races of bicycle.
5. Install lower bearings on fork crown race.
6. Insert steer tube into head tube of frame.
7. Install upper bearings and race, tighten until slack just isappears.
8. Install washer and headset lock nut.
9. Install stem and handlebars to desired height and torque stem bolt/clamping system to manufacturers instructions.
10. Install cantelever brakes.

Note: Some low profile brakes will not clear the brake arch. Remove the brake post and install brake post spacer included in the elastomer kit for extra clearance. Align holes in spacer inward and torque brake post to 90-110 INCH-LB (10-12 N-m).

NOTE: The Manitou 3 Fork is equipped with a secondary catch dropout.

10. Adjust front wheel quick release to clear the 1/4" secondary catch dropout. The quick release must be tightened after it is properly seated into the dropout counter bores. Insure that there isadequate thread engagement (4 or more threads with the release adjusted to lock) due to the wider adjustment. Install front wheel to bicycle per manufacturers specification.
11. Obtain new brake inner and outer cable.
12. Trim outer cable length to fit into new brake cable retainer on brake arch. Do not use old retainer.

FIGURE 1: RACE INSTALLATION

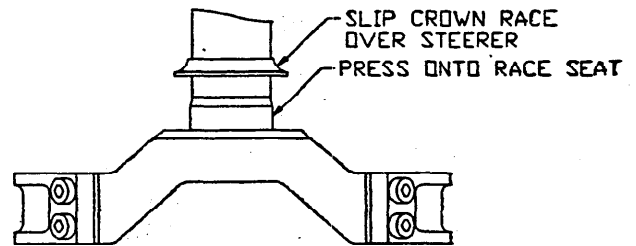


FIGURE 1B: BRAKE ARCH CLEARANCE

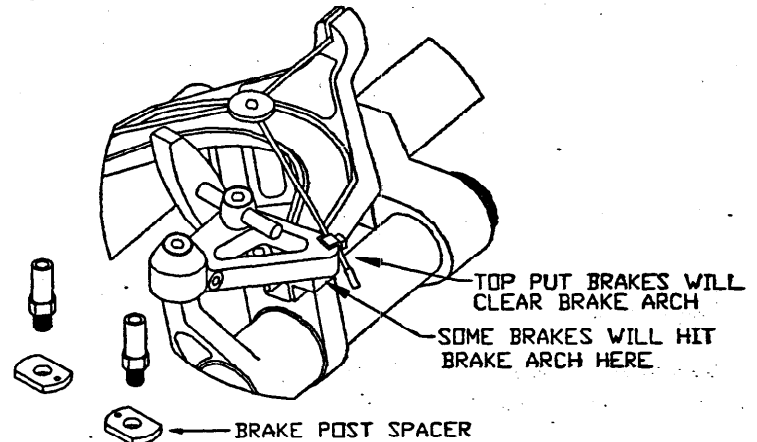
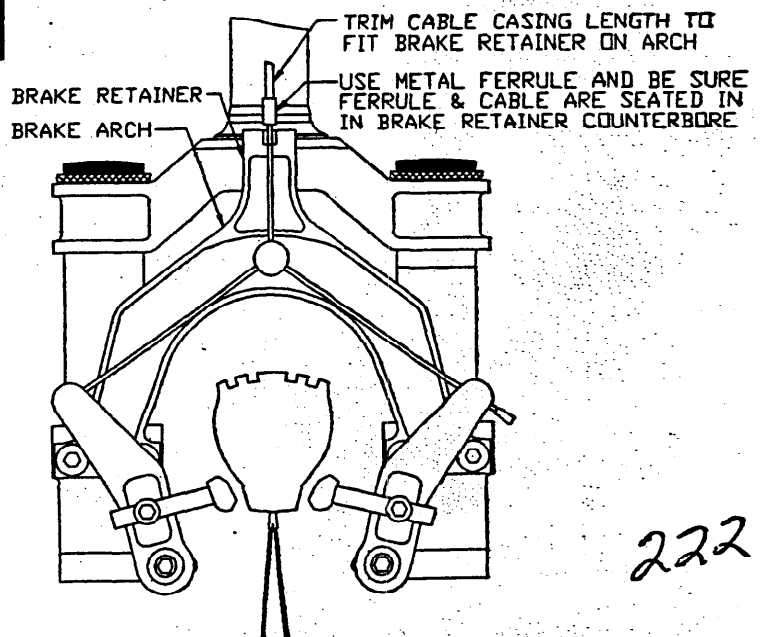
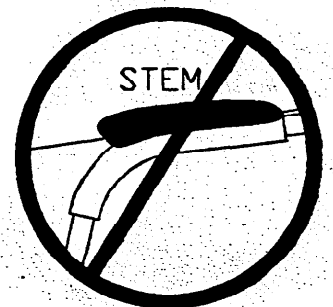


FIGURE 2: BRAKE CABLE ROUTING

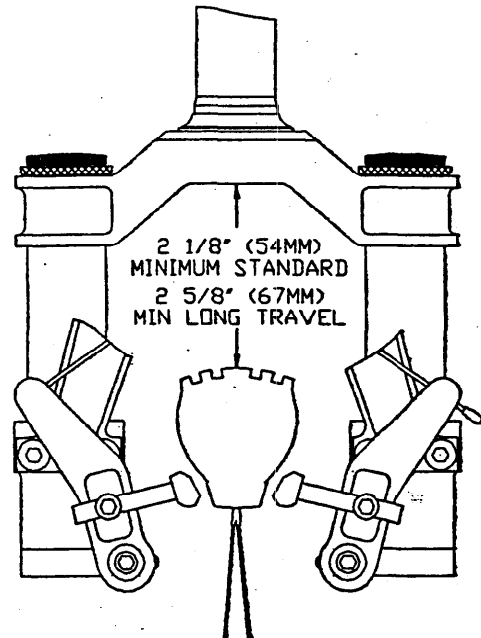


222

FIGURE 3: TIRE CLEARANCE

IMPORTANT: When installing wheel or any new tire be sure to check the minimum tire clearance is at least 2 1/8 inches (54MM) for the standard travel setup and 2 5/8 inches (67MM) for long travel. Measure from the highest point on the tire to the bottom of the crown.

WARNING: Do not raise or lower the fork tubes in the crown. This could cause lack of proper tire clearance when the fork compresses or reduce the amount of skewer thread engagement in the leg. Either case constitutes an unsafe condition that may cause rider injury.



SPARE PARTS
Tables 1&2

Spare parts can be ordered through your dealer. If you have any problems that you cannot resolve with your dealer, you may call Answer Products customer service at (805) 257-4411, 8:00 AM to 5:00 PM Monday through Friday.

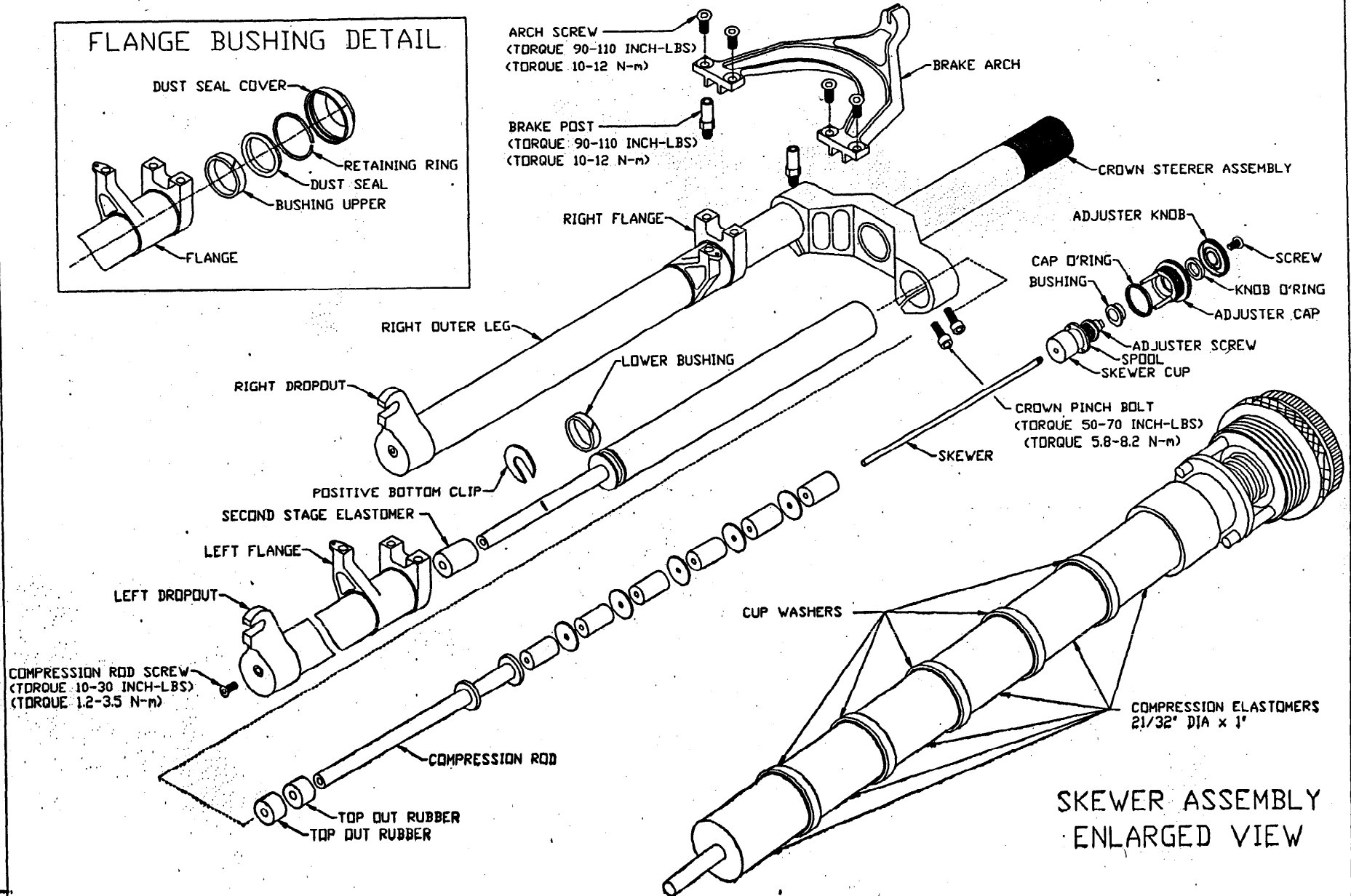
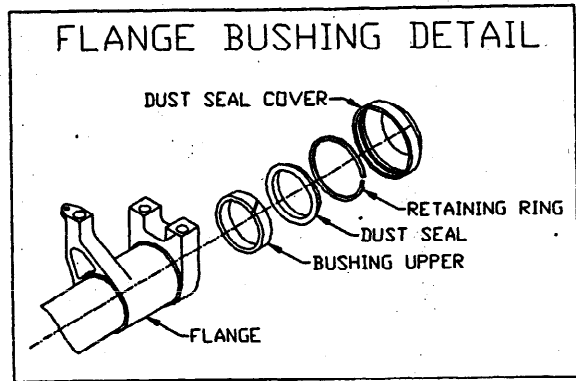
MANITOU 3 SPARE PARTS	
PART NAME	PART NUMBER
BRAKE ARCH	040408
BRAKE ARCH SCREW	040452
BRAKE POST	040442
CROWN PINCH BOLTS (5MMx20MM)	040646
INNER LEG	040549
COMPRESSION ROD	040632
COMPRESSION ROD SCREW	040644
POSITIVE BOTTOM CLIP	040634
SKEWER	040625
DUST SEAL RETAINING RING	040640
DUST SEAL	040166
BUSHING UPPER	040155
BUSHING LOWER	040154
REBOUND RUBBER 3/4 x 1/2	040612
BOTTOM RUBBER 3/4 x 1	040613
COMPRESSION RUBBER 21/32 x 1	040617
OUTER LEG ASSEMBLY LEFT	85-3510
OUTER LEG ASSEMBLY RIGHT	85-3511
ADJUSTER CAP ASSEMBLY	040630
ADJUSTER KNOB ASSEMBLY	85-3512
OWNERS MANUAL	040655

ADJUSTER CAP ASSEMBLY

TABLE 2: CROWN/STEERER ASSEMBLY GUIDE			
STEER TUBE LENGTH	STEER TUBE DIAMETER		
	1.000 IN (25.4 MM) STANDARD	1.125 IN (28.6 MM) OVERSIZE	1.250 IN (31.8 MM) EVOLUTION
5.5 IN (140 MM)	85-3400	85-3410	85-3420
6.5 IN (165 MM)	85-3401	85-3411	85-3421
7.5 IN (190 MM)	85-3402	85-3412	85-3422
8.5 IN (216 MM)	85-3403	85-3413	85-3423
12.0 IN (305 MM) THREADLESS	85-3404	85-3414	85-3424

CROWN/STEERER ASSEMBLY (INCLUDES ALL PARTS SHOWN)

FIGURE 4: MANITOU 3 FORK SCHEMATIC



SKEWER ASSEMBLY
ENLARGED VIEW

224

MAINTENANCE

NOTE: The Manitou should not be used if any parts are damaged. Contact your local dealer for replacement parts.

Your Manitou Fork is nearly maintenance free. However, moisture and contamination may build up inside the fork. Although this does not affect the performance of the Manitou, to insure long life it is recommended that the fork be periodically disassembled, cleaned, dried and re-greased. When cleaning the fork, it is **NOT RECOMMENDED** to direct water spray at the seals.

Before every ride you should:

1. Ensure that quick release skewers are properly adjusted and tight.
2. Wipe the inner legs clean & check entire fork for obvious damage.
3. Check tightness of front wheel quick release.
4. Check headset slack.
5. Insure that the front brake cable is properly seated in the cable retainer & check brake adjustment

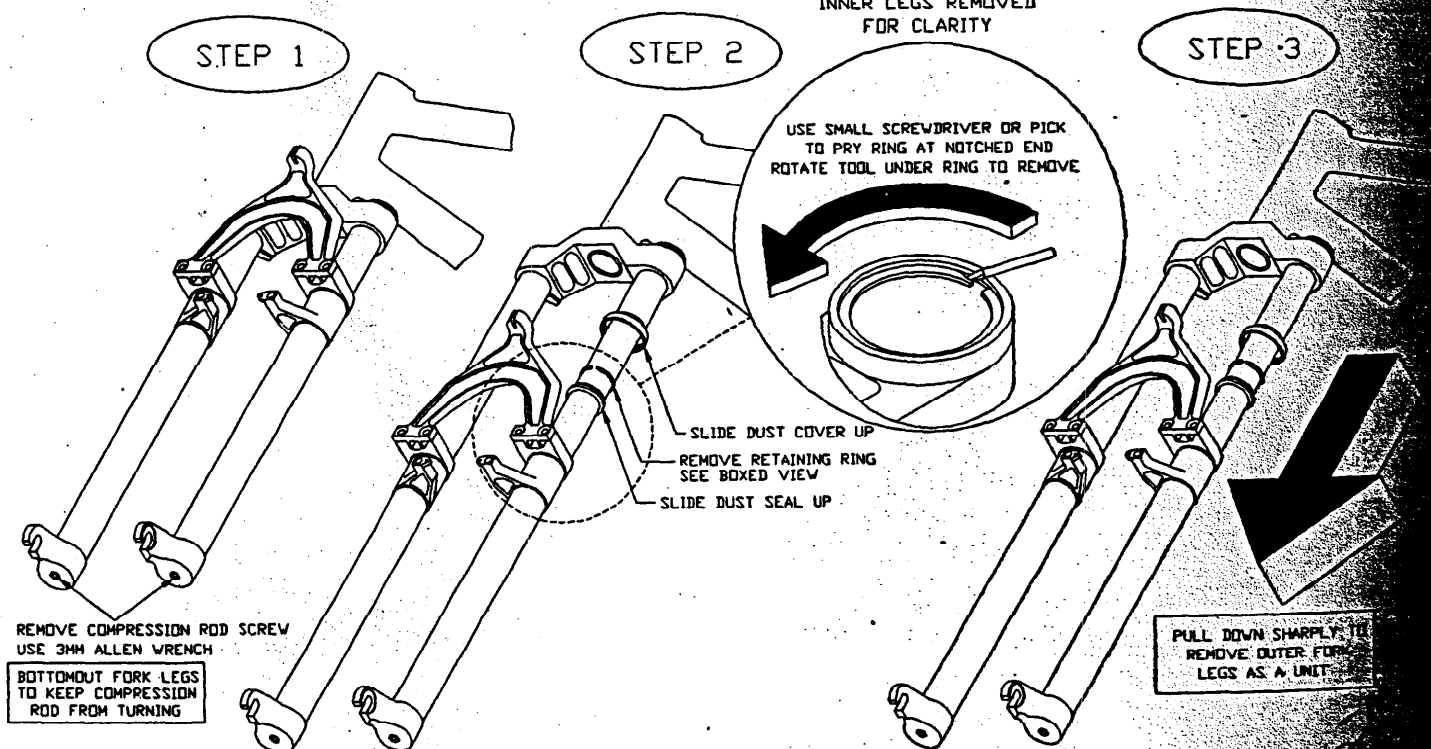
GENERAL DISASSEMBLY

NOTE: The cantilever brakes, brake arch, and inner legs DO NOT need to be removed for general disassembly or cleaning. We recommend you AVOID DISASSEMBLING these components unless absolutely necessary. Fork crown and inner legs may be left installed on bicycle during disassembly. It is also not necessary to disassemble the Manitou 3 for compression elastomer replacement. Elastomer replacement is accomplished by removing the skewer assembly per figure 6.

Removal of outer legs Figure 5:

1. Remove both 5MM lower compression rod screws. Bottomout fork to prevent the compression rod from turning while removing screws. Pull outer legs down gently to get more room to work with the seal.
2. Lift dust seal cover off of flange boss and slide it up inner fork leg.
3. Use a small screwdriver or point tool to remove retaining ring (Figure 5).
4. Pry up dust seal until it is above flange.
5. Pull outer leg assembly down sharply to force upper bushing out of the flange. It maybe necessary to pull several times before upper bushings pops out of the flange.

FIGURE 5: FORK DISASSEMBLY
INNER LEGS REMOVED
FOR CLARITY



REASSEMBLY

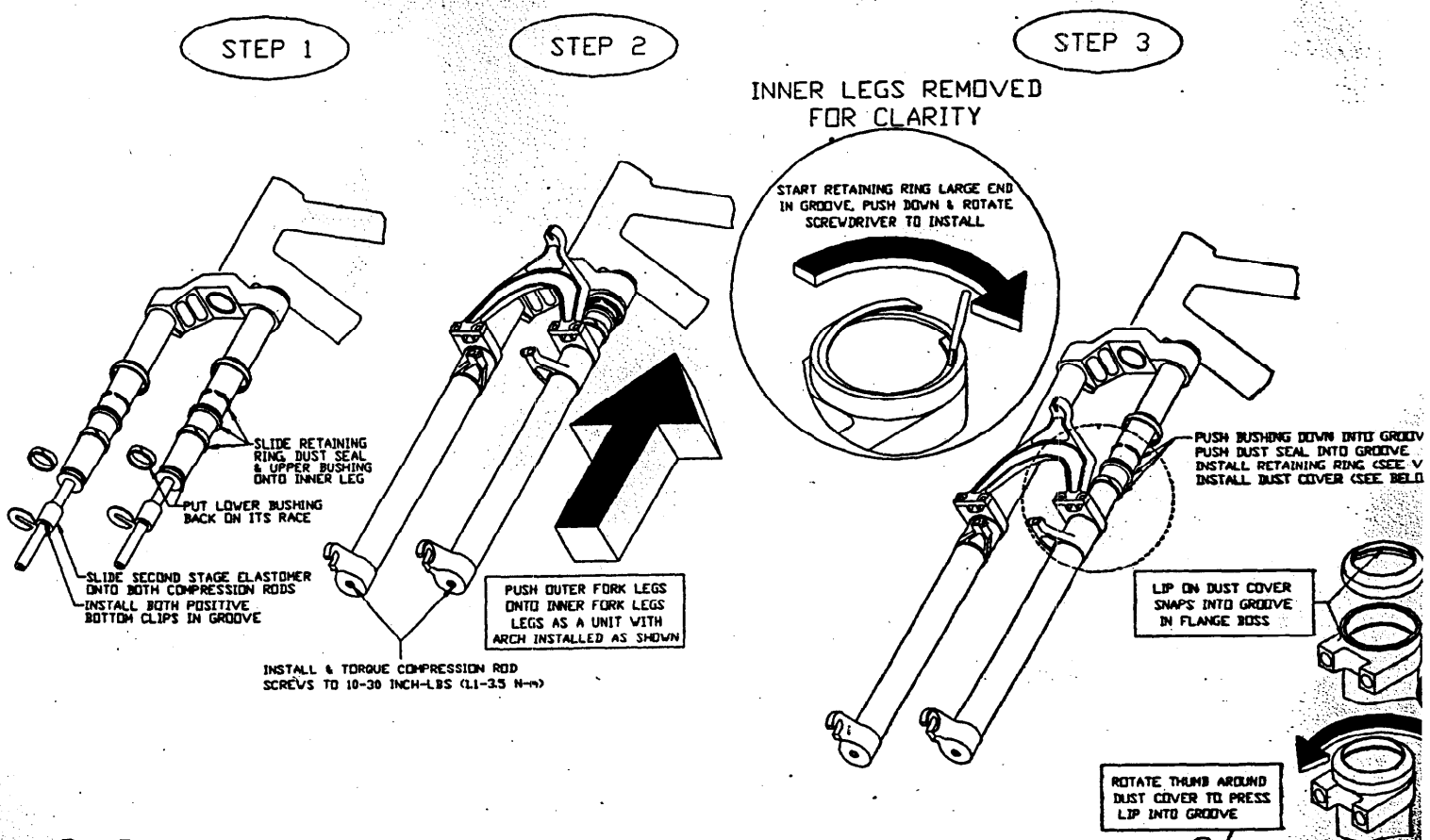
Skewer & Compression Rod Installation Figure 6 & 7

1. Clean all parts thoroughly.
2. Slide retaining ring, dust seal, and upper bushing onto inner legs.
2. Grease Compression rods lightly.
3. Drop compression rods down into inner legs. Shake to get rod through inner leg plug.
4. Clean skewer cap threads thoroughly. Grease threads on inside of inner leg.
5. Grease skewer rod and install desired compression elastomers. A washer must be between every elastomer.
6. Back off adjusters to soft setting and install skewers assemblies into inner legs.
7. Slide on both 1" (25.4MM) second stage elastomers until just past positive bottom clip groove.
8. Install positive bottom clip.
9. Grease and install lower bushing on inner leg plug.

Outer leg Installation Figure 7

1. Install outer legs as a unit onto inner legs. Force lower bushings past flange area until dropouts contact compression rods.
2. Install and torque both 5MM compression rod screws to 10-30 inch-lb. (1.1-3.5 N-m).
3. Using a screwdriver like tool push the upper bushing down into the flange. Take care not to damage bushing or scratch the inner leg.
4. Using similar tool push the dust seal down into its cavity.
5. Install retaining ring by starting the wide end in the flange groove. Pushing down with a screwdriver rotate to feed ring into the groove, see figure 7 view). Install the ring so the end gap is oriented straight back. This will leave ring in the best position for removal later.
6. Slide dust seal covers down inner fork leg onto the flange boss. Be sure the lip on the dust seal cover snaps into the groove in the flange boss.
7. Readjust preload adjuster knobs to desired preload.

FIGURE 7: FORK REASSEMBLY



BRAKE ARCH

NOTE: Manitou 2 and Manitou 3 brake arches are interchangeable but are not interchangeable with Manitou 1 & M-Sport.

Removal:

1. Disconnect the cantilever brake cable from the brake retainer on the arch.
2. Remove the four 6MM allen screws.
3. Remove arch.

Reassembly:

1. Clean all mating surfaces and threads.
2. Install arch onto flanges
3. Install four 6MM allen screws.
4. Torque 6MM allen screws to 90-110 inch-lb. (10-12 N-m).
5. Replace cantilever brake cable in brake retainer.

INNER FORK LEGS Figure 8

During normal maintenance the inner fork legs do not need to be removed from the crown. It is recommended that the torque joints be left undisturbed.

Disassembly:

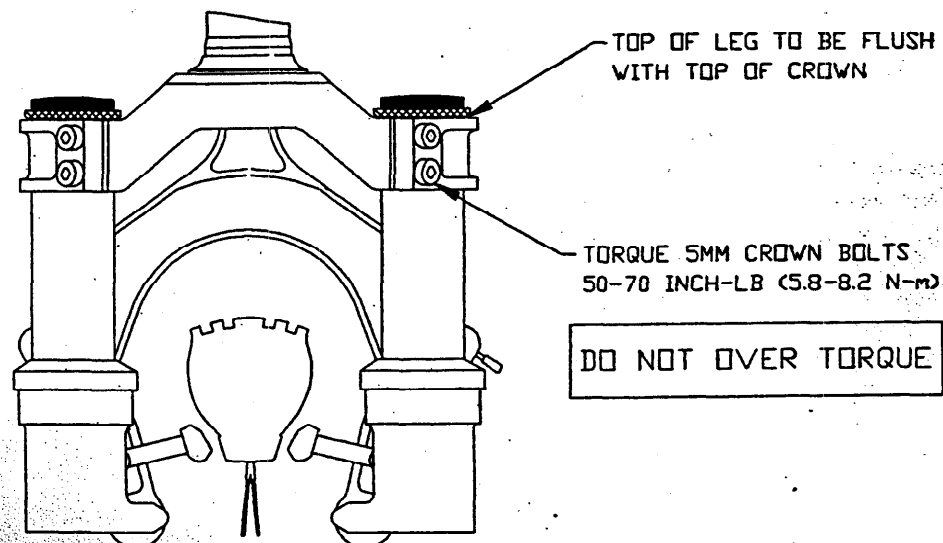
1. Loosen the four 5MM allen screws located in the crown.
2. Remove skewer assemblies.
3. With twisting movement remove the inner fork legs.

Reassembly:

1. Clean mating surfaces of crown and inner fork legs.
2. Install inner fork legs into crown so top of leg is flush with crown surface.
3. Install skewer assemblies until hand tight.
4. Tighten and torque four 5MM allen bolts to 50-70 inch-lb. (5.8-8.2 N-m).
5. Inspect to verify 2 1/8" (54MM) minimum clearance between tire and crown.

WARNING: Do not over tighten crown pinch bolts. Tighten only to 50-70 inch-lb (5.8-8.2 N-m). Over tightening may collapse inner legs and bind skewer threads.

FIGURE 8: CROWN BOLT TORQUEING



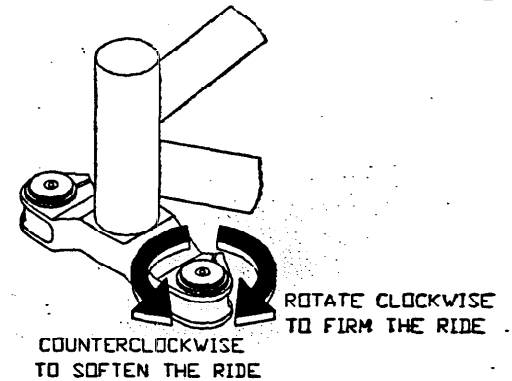
ADJUSTING RIDE QUALITIES Figures 9, 10, & 11

Manitou forks offer a wide adjustment range to suit individual riding preference and weight by simply changing the urethane elastomers. The Manitou 3 fork has been tuned to achieve 2" (51MM) of travel and has a softer ride that better absorbs large bumps while staying extremely active on smaller ones. Fine tune adjustments can be made using the preload adjusters located on top of the fork crown. Each production fork comes with an all red compression stack appropriate for an aggressive rider of 155-180 lb. The fork also includes a pair of softer elastomers (blue) and firmer elastomers (yellow) to allow moderate customization of the ride.

Fine Tuning:

Fine tuning adjustments can be made by rotating the adjuster knobs located on top of the crown. Rotating the knob clockwise will firm the ride adding preload to the compression stack. This will firm initial travel for small bumps but will not limit the full travel for larger bumps. Rotating the knobs counter clockwise will soften the ride. Five revolutions of the adjuster knob will take the adjuster from full soft to the extreme firm ride setting changing the preload by 1/2 inch (12.7MM). It is not necessary to have the right and left adjusters set exactly the same. Having them turned at approximately the same number of revolutions will sufficiently balance the damping forces.

FIGURE 9: FINE TUNING WITH ADJUSTERS



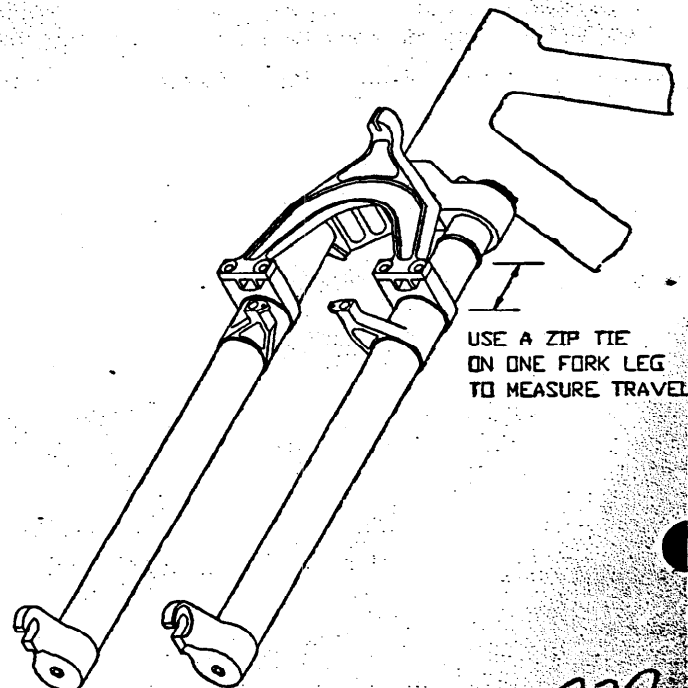
Coarse Tuning:

The Manitou 3 is tuned to provide more travel and a softer ride than previous Manitou forks and other suspension fork designs. Normal riding should result in 1 3/4" (44.5MM) to 1 7/8" (47.5MM). Large hits should use full travel of 2" (51MM). An excessively soft compression stack will rely too heavily on the second stage elastomer. A mushy feel with frequent noticeable bottoming will occur. A excessively firm compression stack will not use full travel. If your forks are too soft or too firm and need coarse tuning remove the skewer assembly, replace the elastomers and ride test. Disassembly of the fork is not required. In addition to the replacement elastomers provided with the fork, an expanded soft ride and firm ride kit are available through your dealer as an accessory. The soft ride kit is a complete set of blue compression elastomers and the firm ride kit is a complete set of yellow compression elastomers. Each set contains twelve 21/32 dia" elastomers. Any combination of colors can be used to obtain the ride that suits your preference, although it is not recommended to use a soft elastomer like blue in a stack of hard elastomers like yellow. The soft elastomer will be overpowered by the firm ones.

FIGURE 10: ELASTOMER RIDE KITS

ELASTOMER ADJUSTMENT KIT SPECIFICATIONS		
COLOR	RIDE KIT	PART NO.
BLUE	SOFT	85-3503
RED	STOCK	SEE TABLE 1
YELLOW	HARD	85-3504

FIGURE 11: ZIP-TIE TRAVEL INDICATOR



Manitou forks seem to become firm in cold weather. Elastomer spring rate testing indicates that the elastomers unlike oil hydraulic systems are nearly unaffected by temperature ranging from 32F-120F (0C-50C). Thickening of the grease in the fork however can cause extra stiction causing the fork to feel more firm. Changing to a light oil like Silkolene or Tri-Flow lube will eliminate the stiction.

227