

FROM
UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

PLEASE READ CAREFULLY

If you are a current or former owner or lessee of a 1999-2001 Volvo light duty vehicle or light duty truck (except S40/V40 models), a 2002 Volvo S60/70 model with a naturally aspirated engine, or a 2002 Volvo C70 model (referred to collectively as “Class Vehicles”), you could get benefits from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- In May 2004, the Plaintiffs in this case filed a class action lawsuit alleging that Volvo misrepresented or concealed problems with the electronic throttle module (“ETM”) in certain Volvo vehicles and had a “secret warranty” program to repair or replace ETMs in those vehicles. Volvo denies these allegations and stands behind and supports its vehicles. The Court has not made any determination about who is right or wrong.
- The purpose of this Notice is to advise you of a nationwide settlement of this class action lawsuit. In November 2005, Volvo resolved an investigation with the California Air Resources Board (“CARB”) concerning the ETMs in certain Volvo vehicles, by providing an Extended Warranty on ETMs for 10 years or 200,000 miles from date of first use, whichever comes first, by providing a software upgrade intended to improve the driveability of your vehicle, by improving repair processes for ETM repair, and by agreeing to reimburse current owners of these vehicles for having had to pay to repair or replace their ETMs.
- The class action settlement builds upon the existing CARB settlement by, among other things, extending reimbursement rights to former owners and lessees of Class Vehicles who incurred ETM-related expenses; providing for reimbursement of towing and/or rental car expenses for those who have paid to repair or replace their ETM prior to receiving this Notice; allowing for Settlement Class members who do not have their original receipts to prove their claim for reimbursement via other methods (such as cancelled check or credit card statement submitted with declaration signed under penalty of perjury) and by providing for judicial oversight and enforcement of the settlement.
- Your legal rights are affected whether you act, or don’t act, so please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

EXCLUDE YOURSELF	This allows you to be part of any other lawsuit, or your own lawsuit, against Volvo about the legal claims released in this settlement.
HIRE YOUR OWN LAWYER	You may hire a lawyer at your expense to advise you of your rights under this proposed settlement.
DO NOTHING	Give up rights to be part of any other lawsuit against Volvo about the legal claims released by the settlement, but you get the benefits of the settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- Final approval of the settlement was granted by the Court on July 31, 2007. Summary Class Notice was initially mailed in May, 2007. Because you may have been excluded from that mailing list, you recently received a Summary Class Notice advising you of the settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the settlement of this class action lawsuit and about all of your options. This Notice explains the lawsuit, the settlement, and your legal rights.

Judges David F. Levi and Ralph R. Beistline of the United States District Court for the Eastern District of California have overseen this class action lawsuit. The case is known as *Carole Trew, et al. v. Volvo Cars of North America, LLC*, Case No. 2:05-CV-01379-DFL-PAN. The people who sued are called the "Plaintiffs." They sued Volvo Cars of North America, LLC, who is the "Defendant." Final approval of the settlement was granted by the Court on July 31, 2007. Summary Class Notice was initially mailed in May, 2007. Because you may have been excluded from that mailing list, you recently received a Summary Class Notice advising you of the settlement.

2. What is the lawsuit about?

The lawsuit was filed in May 2004 and concerns Volvo model year 1999-2001 light duty vehicles and light duty trucks (except S40/V40 models), Volvo model year 2002 S60/70 vehicles with naturally aspirated (i.e., non-turbo) engines, and Volvo model year 2002 C70 vehicles ("Class Vehicles"). The lawsuit says that Volvo knew about and misrepresented or concealed problems with the electronic throttle module ("ETM") installed in Class Vehicles for the purpose of inducing consumers to purchase or lease those vehicles and/or to shift the cost of repairing or replacing faulty ETMs from Volvo to consumers. The lawsuit also says that Volvo had a "secret warranty" program to repair or replace ETMs in Class Vehicles, but that Volvo did not provide the "secret warranty" coverage to all Class Vehicle owners or lessees. Volvo denies these allegations and stands behind and supports its vehicles. The Court has not made any determination about who is right or wrong.

3. What is an ETM?

ETM stands for "Electronic Throttle Module." The ETM in your vehicle is responsible for regulating airflow to the engine to produce a specific engine torque. The amount of airflow to the engine depends on the torque you request by pressing on the accelerator pedal. Your ETM may not be functioning properly if your check engine light or other driver warning messages illuminate, you notice uneven

engine idling, or your vehicle enters a condition known as limp-home mode, which restricts the speed at which you can drive your vehicle. Plaintiffs have also alleged that ETM failure can cause a vehicle engine to stall, hesitate, or accelerate unexpectedly. Volvo denies these allegations and stands behind and supports its vehicles.

4. What is a class action?

In a class action one or more people called “Class Representatives” (in this case, Carole Trew, Loren Funk, Judith and Wesley Marx, and Scott Santos) sue on behalf of people who have similar claims. All of these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides agreed to a settlement to avoid the cost and risk of a trial, and so that the people affected can get benefits, in exchange for releasing Volvo from liability. The settlement was reached with the help of an experienced former Federal Judge, who presided over three mediation sessions. The settlement does not mean that Volvo broke any laws, and the Court did not decide which side was right. The Class Representatives and the lawyers representing them think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Settlement Class Member.

6. How do I know if I am part of the settlement?

The settlement includes people in the United States who currently own or lease, or previously owned or leased, one of the following Volvo vehicles: model year 1999-2001 light duty vehicles and light duty trucks (except S40/V40 models), model year 2002 S60/70 vehicles with naturally aspirated (i.e., non-turbo) engines, and model year 2002 C70 vehicles (“Class Vehicles”). Members of the Class are called “Settlement Class Members.”

7. I’m still not sure if I’m included in the settlement.

If you are not sure whether you are included in the Settlement Class, you may call 1-800-283-0117 with questions.

THE BENEFITS—WHAT YOU GET

8. What are the benefits?

The benefits include:

ETM Extended Warranty - the emissions warranty for Class Vehicles’ ETMs is extended to 10 years or 200,000 miles from date of first use, whichever comes first.

Reimbursement of ETM-related expenses - if you are a Settlement Class Member who paid to replace or repair your ETM prior to August 25, 2008 and you submit a receipt or other documentation (described below), you will be reimbursed for the cost of: (1) parts and labor to repair or replace the ETM; (2) diagnostic charges that resulted in repair or replacement of the ETM; (3) taxes paid on ETM-related servicing or replacement; and (4) towing and rental car expenses (for a combined total of \$50.00) related to the repair or replacement of the ETM. To receive reimbursement for taxes paid, you will need to execute and submit the assignment of taxes form at the bottom of this Notice

More details about the settlement benefits are contained in a document called the Settlement Agreement which is available at www.ETMSettlementDocuments.com/2008.

9. What am I giving up in exchange for the settlement benefits?

If you remain a Settlement Class Member you will give up (or “Release”) your right to sue Volvo and certain other entities for claims involved in this lawsuit. The terms of the Release are as follows:

“Released Claims” means any and all claims, rights and causes of action, damages, punitive or statutory damages, penalties, losses and issues of any kind or nature whatsoever, asserted or unasserted, known or unknown (including, but not limited to, any and all claims relating to or alleging breach of warranty, consumer fraud, deceptive or unfair business practices, false or misleading advertising, intentional or negligent misrepresentation, negligence, concealment, omission, unfair competition, unjust enrichment, and any and all claims or causes of action arising under or based upon any statute, act, ordinance, or regulation governing or applying to business practices generally, including, but not limited to, any and all claims relating to violation of California Business and Professions Code Sections 17200-17209, California Business and Professions Code Section 17500, or the California Consumer Legal Remedies Act (California Civil Code Sections 1750-1784)) (collectively the “Settled Claims”), brought by or on behalf of Plaintiffs, any or all Settlement Class Members, and any or all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, heirs and assigns (other than subsequent purchasers of Class Vehicles), children, spouses, significant others, and companions (collectively, the “Releasing Parties”), whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity against any Released Party (as defined in Paragraph A.8 of the Settlement Agreement) in connection with or that arise out of the Action, the claims asserted in the Action, the ETM, or any communications, representations, statements, or omissions to Settlement Class Members with respect to the ETM that were alleged or otherwise referred to in the Action or in this Agreement or that could have been asserted in the Action. “Released Claims” do not include, and

the Releasing Parties specifically reserve, claims and causes of action for: (1) personal injury; (2) damage to property (including, but not limited to, any other part of the Electronic Throttle System) other than to the ETM itself; and (3) claims related to ETM malfunctions during the Extended Warranty Period (defined in Paragraph B.5.a of the Settlement Agreement) in Class Vehicles in which the Modified Software is installed that must undergo service or replacement under the terms of the Extended Warranty (as defined in Paragraph B.5.a of the Settlement Agreement) within 24 months or 24,000 miles (whichever occurs first) of a prior service attempt. For purposes of applying this Release, an ETM is deemed to have undergone "service" if it undergoes cleaning or any other attempt to rectify a malfunction during the ETM Extended Warranty Period and Volvo does not replace the ETM to rectify the subsequent malfunction. Nothing in this section is intended by the Parties to or should be construed to extend Volvo's obligations under the Extended Warranty beyond the Extended Warranty Period.

HOW TO GET BENEFITS

10. How do I get the benefits of the ETM Extended Warranty?

If you notice that your vehicle experiences problems that you believe may be related to the ETM (see No. 3 above), take it to your local Volvo dealer. If your vehicle is covered by the Extended Warranty and the dealer determines that those symptoms are related to the ETM, the ETM will be repaired or replaced for free under the Extended Warranty. Please be aware that it is possible for the failure of other parts or vehicle systems to cause similar symptoms. Only those vehicles whose symptoms are deemed to be caused by the ETM will be eligible to have their ETMs repaired or replaced for free.

11. What do I do if the Volvo dealer decides I am not entitled to ETM Extended Warranty Coverage?

As part of the settlement, Volvo has agreed to maintain a toll-free number and website for the duration of the ETM Extended Warranty Period, which Settlement Class Members may use to report and seek review of ETM Extended Warranty claims that they believe have been improperly denied.

Accordingly, if you believe your ETM Extended Warranty claim has been improperly denied, you may seek review by calling 1-800-283-0117, or by visiting www.acbpromotions.com/volvoetmwarranty and filling out and submitting a request for reconsideration of warranty coverage.

Each Disputed Claim will be reviewed by Volvo's customer service or warranty personnel, which will make an independent determination whether to honor the Disputed Claim or deny it. If Volvo determines that your claim for Service under the ETM Extended Warranty was improperly denied, you will be provided coverage under the ETM Extended Warranty.

12. I already paid to have my ETM repaired or replaced. How do I seek reimbursement for that expense/those expenses?

If you are a Settlement Class Member who paid to repair or replace your ETM at any time prior to August 25, 2008, you may seek reimbursement for the following expenses: (1) parts and labor to repair or replace the ETM; (2) diagnostic charges that resulted in repair or replacement of the ETM; (3) taxes paid on ETM-related servicing or replacement; and (4) towing and rental car expenses (for a combined total of \$50.00) related to the repair or replacement of the ETM.

Reimbursement for ETM Repair or Replacement:

- **If you HAVE A COPY OF YOUR ORIGINAL RECEIPT for the repair or replacement of an ETM**, you can seek reimbursement by mailing the following documents to Volvo at the address listed on page 5:
 - (1) a copy of your receipt **and**
 - (2) an executed Assignment of Taxes Form at the bottom of the Notice you received in the mail or by visiting the website at www.ETMSettlementDocuments.com/2008; **and**
 - (3) a copy of the Notice you received in the mail, **or** a copy of the letter you received informing you of the CARB settlement. If you have a copy of your original receipt, you do not need to submit a Claim Form.
- **If you DO NOT HAVE A COPY OF THE ORIGINAL RECEIPT for the repair or replacement of an ETM**, you can still seek reimbursement by mailing the following documents to Volvo at the address listed on page 5:
 - (1) a copy of the claim history report from the repairing dealer, **or** a copy of a dated cancelled check **or** a copy of a dated credit card receipt/statement; **and**
 - (2) a properly filled out Claim Form, which can be printed from the website (www.ETMSettlementDocuments.com/2008) or requested by calling 1-888-383-8718, containing a statement, signed under penalty of perjury, that the claim history report, check, or credit card charge relates to an ETM repair or replacement.

Reimbursement for Towing and Rental Car Charges:

If you paid for towing or a rental car while your vehicle's ETM was being repaired or replaced, you can ask for reimbursement for those expenses (for a combined total of \$50.00) by following these instructions:

- **If you HAVE A COPY OF YOUR ORIGINAL RECEIPT for the towing and/or rental car charges**, related to the repair or replacement of an ETM, you can seek reimbursement by mailing the following documents to Volvo at the address listed below:
 - (1) a copy of the original receipt(s); **and**
 - (2) a copy of the Notice you received in the mail, **or** a copy of the letter you received informing you about the CARB settlement;
- **If you DO NOT HAVE A COPY OF THE ORIGINAL RECEIPT for towing and/or rental car charges** related to the repair or replacement of an ETM, you can seek reimbursement by mailing the following documents to Volvo at the address below:
 - (1) a copy of a dated cancelled check **or** copy of a dated credit card receipt/statement; **and**
 - (2) a copy of this Notice **or** a copy of the letter informing you of the CARB settlement; **and**
 - (3) a properly filled out Claim Form, which can be printed from the website (www.ETMSettlementDocuments.com/2008) or requested by calling 1-888-383-8718, containing a statement signed under penalty of perjury that the towing and/or rental car charges were incurred in connection with the repair or replacement of the ETM.

Mail your claim for reimbursement and supporting documents to:

Volvo Parts & Services Warranty Rebates
c/o Advertising Checking Bureau
P.O. Box 343230
Memphis, TN 38184

You are not eligible for reimbursement of expenses incurred after August 25, 2008. If you already were reimbursed for an ETM repair or replacement under the CARB settlement, you will not be reimbursed for the same repair or replacement again.

13. What if my claim for reimbursement is denied?

If your claim for reimbursement is denied in whole or in part, you will receive a letter informing you of the denial and the reason for the denial. This letter will also include instructions for what you can do to cure the defect, if possible. If the defect is curable, you may do so and resubmit the claim.

Additionally, if you believe your claim for reimbursement has been improperly denied or improperly calculated, you can register your complaint by calling Volvo's customer service center at 1-800-283-0117. Each Disputed Claim will be reviewed by Volvo's customer service or warranty personnel, which will make an independent determination whether to honor the Disputed Claim or deny it. If Volvo determines that your claim for reimbursement was improperly denied or improperly calculated, you will be provided with reimbursement that comports with the terms of the ETM Reimbursement Program.

If you have questions regarding a claim visit www.acbpromotions.com/volvoetmwarranty or call 1-866-637-3774.

14. What if my claim for reimbursement was denied before I received this Notice?

If you submitted a claim for reimbursement prior to receiving this Notice, and that claim was denied in whole or in part, you may also resubmit that claim for reconsideration, if you have not already done so. **You must resubmit your claim on or before February 4, 2009.** If you were not provided a reason for the denial of your claim, you may simply resubmit your claim. If you were provided a reason for the denial of your claim, you must attempt to cure the problem and then you may resubmit your claim.

Additionally, if you believe your claim for reimbursement has been improperly denied or improperly calculated, you can register your complaint by calling Volvo's customer service center at 1-800-283-0117 (see section 13, above for additional details).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Volvo over the legal issues in this case, then you must take steps to get out of this settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class.

15. If I exclude myself, can I get anything from this settlement?

No. If you ask to be excluded from the settlement, you will not get the benefits provided by the settlement. However, excluding yourself from the settlement will not affect any benefits to which you may have been entitled under the CARB agreement. Additionally, excluding yourself from this settlement will not affect any benefits to which you may be entitled under the ETM-related safety-recall Volvo announced in November 2006, in conjunction with the National Highway Traffic Safety Administration. If you ask to be excluded, you may sue, continue to sue, or be part of a different lawsuit against Volvo in the future. You will not be bound by anything that happens in this lawsuit.

16. If I don't exclude myself, can I sue later for the claims that are at issue in this settlement?

No. Unless you exclude yourself, you give up the right to sue Volvo for the claims that this settlement resolves. You must exclude yourself from this Settlement Class to start or continue your own lawsuit on the Released Claims.

17. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Carole Trew, et al. v. Volvo Cars of North America, LLC*. Be sure to also include: (1) your full name and current address; (2) year and model of vehicle; (3) approximate date of purchase or lease; (4) whether you still own/lease the vehicle; and (5) the VIN number of your vehicle if you still own/lease it. You must mail your exclusion request postmarked no later than **September 19, 2008** to:

Trew v. Volvo Settlement Administrator
c/o Rosenthal & Company LLC
P.O. Box 6177
Novato, CA 94948-6177

THE LAWYERS REPRESENTING YOU

18. Who are the lawyers representing the Class?

The Court has appointed the two law firms listed below to represent the Settlement Class. The two law firms appointed to represent the Settlement Class (called "Class Counsel") are:

Jeffrey L. Fazio
Dina E. Micheletti
FAZIO | MICHELETTI, LLP
2410 Camino Ramon, Suite 315
San Ramon, CA 94583

William Bernstein
H. John Gutierrez
Lieff, Cabraser, Heimann & Bernstein LLP
275 Battery Street
San Francisco, CA 94111

The Settlement Class will not be charged for the services Class Counsel has provided in this lawsuit.

19. How will the lawyers be paid?

Class Counsel prosecuted this lawsuit since May 2004, on a contingency basis, meaning they were not paid until the settlement was approved for any of the work that they did in this case. On July 31, 2007, the Court approved the settlement and also approved an award of attorneys' fees, costs and expenses to Class Counsel of \$1,385,000, and a separate award of \$11,000 to be distributed among the five Class Representatives who helped Class Counsel prosecute and settle this case on behalf of the whole Class. These payments did not reduce the value of the benefits distributed to Class Members. Volvo has paid the amounts awarded by the Court separately from the benefits provided to Class Members. Volvo has also separately paid the costs to administer this settlement.

GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.ETMSettlementDocuments.com/2008. You may also request a copy of the Settlement Agreement by calling 1-888-383-8718. If you have questions about the settlement, you may also call 1-800-283-0117.

PLEASE DO NOT CALL THE COURT ABOUT THIS SETTLEMENT

ASSIGNMENT OF TAXES FORM

I, _____, hereby assign to Volvo Cars North America, LLC any and all rights to a refund of sales taxes paid in connection with the reimbursement of the Electronic Throttle System repairs.

Signature

Date (mm/dd/yyyy)