

RECEIVED LETTER 2/12/03 CUSTOMER STATES: YV1LWS8D8Y2 [REDACTED] ALEXANDRIA \* MANY PROBLEMS WITH 1998 S70 GLT \* NEGOTIATED OUT OF VEHICLE AND INTO V70 2000 \* IMMEDIATELY HAVING PROBLEMS WITH V70 \* PROBLEMS WITH STARTER - LURCHING AND RPM'S REVVING \* DRIVER'S SIDE WINDOW MAKING NOISE AND NOT FUNCTIONING \* VEHICLE IS AT RETAILER \* DISSATISFACTION WITH VOLVO WRITER: \* SPOKE TO PAUL PORTU - \* VEHICLE WAS AT RETAILER AND REPAIRED \* THROTTLE BODY WAS CLEANED FOR LURCHING; MASTER POD SWITCH WAS REPLACED FOR DRIVER'S WINDOW \* CALLED CUSTOMER \* LEFT MESSAGE ON VOICE MAIL WITH PHONE # AND EXTENSION FOR FURTHER COMMUNICATION \* ( U023088 RUTH MCDONAGH 2/19/03 15.34.27 ) CUSTOMER CALLED RETURNED CALL CUSTOMER STATES: \* RETAILER DOESN'T KNOW WHAT HOW TO FIX VEHICLE \* RETAILER WANTS THE CAR AGAIN \* WANTS VP IN CHARGE OF CUSTOMER SERVICE WRITER: \* APOLOGIZED FOR FRUSTRATION - MORE THAN ONCE \* ADVISED RETAILER WILL HAVE TO BRING VEHICLE BACK IN \* GAVE CALL TO KATHLEEN ( U023308 Kathleen Natale 2/19/03 16.10.35 ) \*cust appealed to supervisor one month old \*cust would like to put un on notice \*cust is happy with vehicle but will not go through what he went through with last vehicle \*cust will not tolerate repeat failures and will contact his lawyers if possible \*writer understands customers concerns and advises volvo will stand by car \*writer suggest making appointment for car to diag problem will provide additional tech assistance if needed \*cust wants to know who my boss is \*writer provided Vic Doolans name no number, agreed this is not a matter for the president we can resolve his issues took writers ext

[REDACTED]

[REDACTED]



**RECEIVED**  
NOV 17 2000

November 12, 2000

**CUSTOMER RELATIONS**

Ruth McDonough  
Customer Relations Consultant  
Volvo Cars of North America, Inc.  
Volvo Drive  
Rockleigh, NJ 07647

Dear Ms. McDonagh,

Thank you for your response to my letter regarding my 1999 Volvo V70XC.

I am writing to let you know that with the help of Mr. Williams your area representative and Mr. Tim McDonnell, General Sales Manager for Barrier Motors in Bellevue, Washington, we have been able to resolve the situation.

I am also writing to let you know, what a positive experience my husband and I had in our dealings with Mr. McDonnell, Mr. Michal Mauk and Mr. Dave Skipworth. They were extremely helpful and professional throughout the entire situation, and I cannot thank them enough. I also wanted to thank Seth Reynoso, a Service Advisor at Barrier Volvo, for his help and the manner in which he handled several situations with me at the dealership, he is a valuable asset to their team.

Thank you again for your assistance.

Sincerely,



October 18, 2000

Mr. Unite Stern  
Volvo Customer Service Manager  
7 Volvo Drive  
Rockledge NJ 07647

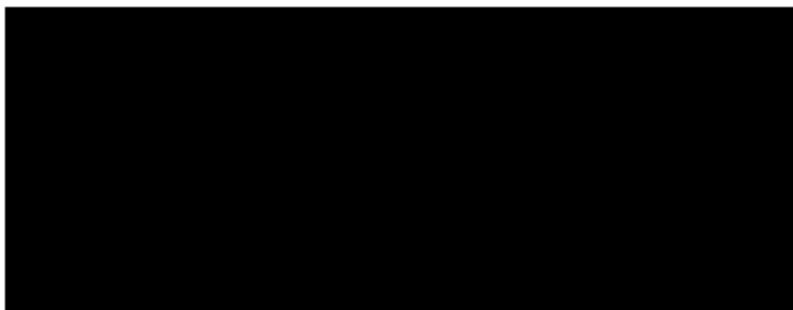
Dear Mr. Stern,

Today, I called your Customer Service line and spoke with John with regards to my 1999 Volvo Cross Country. I called to express my disappointment in the vehicle not meeting my expectations on any service, safety or reliability level. While he was polite, he never asked for my name or any other personal information and seemed somewhat casual and disinterested in my comment. Therefore after a somewhat short discussion of the type of problems I had had with my Volvo I asked who I could Fax my concerns to so that they could be reviewed and addressed.

You will find attached the letter I presented Barrier Volvo here in Bellevue Washington as well as copies of my service records. I am missing one from Dec '99 - a check engine light which required a repair and June '00, the first visit regarding a squeaking coming from the front Axle. Barrier Volvo instructed me to call your Customer Service line and express my grievances as they review my records with the Volvo Representative here in Bellevue.

I would appreciate your letter me know you have received my records and how we should proceed with coming to a viable solution to the inherent problems with our Volvo.

Sincerely,



Barner Volvo  
11850 Bellevue Redmond Road  
Bellevue, WA 98006

October 16, 2000

Re: **Frequent Mechanical Problems & Warranty**  
1999 Volvo Cross Country Vin# YV1LZ56D4X2 [REDACTED]

Gentlemen:

The sudden, and so far unexplained, loss of power while driving the above referenced Volvo on the I-90 freeway 15 miles West of Spokane on Tuesday October 10<sup>th</sup> of last week was the straw that broke the camel's back, so to speak, with regards to the condition of my vehicle. As you know from your extensive repair and maintenance, there have been too many problems with this vehicle since we purchased it on August 4<sup>th</sup>, 1999. (these incidents are summarized on the accompanying page along with the service records - they do not include the 4 trips in to your dealership to replace headlights and turn signal bulbs)

The loss of power on a busy freeway presented an obvious serious safety issue to both my daughter and I, that I would not like to encounter again. Another serious safety issue was presented several months ago when, after several visits and attempted repair, you found that the rear brake rotors installed in the factory, were warped and required replacement. (It is also clear that the defective discs required replacement of the brake pads much sooner than should have been the case and should have been covered by warranty even though you insisted that we pay for them). This braking problem was brought to your attention at the time the vehicle was brought in to find out why there was a squeaking noise coming from the right front axle when turning the car, which turned out to be failed wheel bearings on both the right and left front sides.

There is every reason to be equally concerned with the frequent engine warning signals, as a safety issue as well as a concern that the engine might fail or suffer extensive damage. The third incident occurred 2 days after the check engine and ETS signals were reset in Spokane Washington, even though I was assured by both Barner and Camp Volvo, in Spokane Washington that the car was safe to drive and I should not encounter any other situations until it was brought in for repair.

In any case, the number and frequency of these and other problems which we have encountered and which are documented in your records, greatly exceed what any reasonable person would expect from a Volvo product, and are grossly inconsistent with Volvo's advertising program and the assurances of your sales staff. I am confident that neither you or the Volvo Corporation would ever contend that the history of this vehicle is typical of a Volvo product or consistent with the representations and adverti-

assurances of Volvo and your sales staff. I bought a Volvo based on those representations and Volvo's reputation for reliability engineering, and safety construction. To date, my car has not met any of my, nor I would hope your safety and quality expectations.

Recently, one of your representatives stated that our grievances would not meet the requirements for relief under the Washington "Lemon" Law. Whether this is true or not remains to be seen, but in any case, I have been advised that our rights are not limited by the Lemon Law, i.e., that we have a remedy available for Breach of Warranty, express and/or implied based on nonconformity and safety defects which have substantially impaired this vehicle.

I am sure that you realize that I have been required to devote numerous hours of extra travel and many inconveniences going to and from your place of business from my home. To date I have calculated this to be to approximately 15 hours in driving time and 14 days driving a loaner car.

I am also certain that you will agree that no one in their right mind would purchase this car at anything close to "book" value after disclosure of its service record which is required to be disclosed by law. In other words, there is every reason to conclude that the present market value of this vehicle is substantially less than it would be but for its inherent defects and deficiencies and the record of repeated repair.

I am asking that your company and the Volvo Corporation, who have will be copied on this letter, come up with a solution that is reasonable. And satisfactory to all parties.

With much disappointment

Sincerely,

[REDACTED]  
[REDACTED]  
Issaquah, Wa  
[REDACTED]

October 15, 2000

**1999 Volvo Cross Country Via # YV1LZ56D4X2**  
**Maintenance and Service Diary**

- \*8/4/1999 Purchase Date
- \*9/1/1999 Coolant Light and Service Light Indicator
- \*12/2/99 Replaced Headlight
- \*12/15/99 15,000 Service; mentioned brake vibration at high speeds. Svc Dept replaced brake pads. Wipers replaced, broken cup holder - said could be replaced because of new Volvo warranty. Reported chirping sound from engine - could not be found. Mentioned car continued running after being turned off - could not isolate
- \*12/17/99 Service Indicator light - some sort of emissions filter failed. Asked that cupholder and floor mat be changed
- \*4/21/00 23,544 - had oil changed and tires rotated. Squeaking glove box repaired
- \*6/7/00 Reported squeaking from front axle when turning. Could not be found and was not repaired.
- \*6/22/00 Returned to check squeaking from front axle. Drove with Svc Member and explained noise was coming from the front right tire. Also mentioned there was still vibration occurring when using brakes at higher speeds. The advisor said it was probably the rotors, which needed to be replaced. I objected strongly and at that time mentioned we were unhappy with the car's performance and that I did not feel the rotors should go out on a car with only 23,000 miles on it. The rotors were inspected and found to be warped. We were asked to pay for the new pads as they had to be replaced simultaneously with the rotors. My husband agreed via the phone - I did not. The left front bearings were replaced. It took several days to get those parts. At the time, I told Service, I was quite sure the noise was coming from the right, not the left. They replaced them and still found there was squeaking from the right. The right bearing were replaced. The Front brake pads were replaced.
- \*10/10/00 Driving to Spokane, 15 miles away, car loses power and ETS and Check engine light come on. I pull over, car is idling slowly and irregularly. I turn the car off, call my friend 45 minutes behind me to tell her. Restart the car and continue to Spokane.

- \*10/11/00 Call Camp Volvo and take the car in at 8:30am. I call them around noon and they tell me the car is ready and I can pick it up. They could not isolate the problem, and refer to it as a computer glitch. Volvo tech line had been called and authorized them to reset the service lights and recommended a "Pedal Position Module" replacement. I call Barrier that day to make an appointment upon my return and talk to Jason. He wondered why they didn't overnight the part since the tech line had been called. I asked him to call Brett Hockenberry to discuss it with him. I call Jason back and he says he understands the problem. The car will be safe to drive until my appointment, which I made for 10/17/00.
- \*10/13/00 Check Engine light comes back on. I called and asked to speak to Jason to see whether or not this problem related to my previous problem. He is out so I drive to Barrier and talk to Seth and then to Jason. Jason offered to run a computer check on it to isolate the problem. Because I did not have time - I had to pick up my daughter from school - they gave me a loaner car to use over the weekend because they did not want me to encounter any further problems.

10/18

Michael March  
Customer Service



**LAW OFFICE OF PETER TORRES, JR.**  
**A PROFESSIONAL CORPORATION**  
334 W. MULBERRY AVENUE  
SAN ANTONIO, TEXAS 78212  
210/737-2672 (TELEPHONE)  
210/737-9338 (TELECOPY)

**RECEIVED**  
MAY 21 2001  
VOLVO CARS OF NORTH AMERICA, INC.  
GENERAL COUNSEL

*retained  
4214  
12/20/98  
by [unclear]*

PETER TORRES, JR.  
ATTORNEY AT LAW

BOARD CERTIFIED SPECIALIST  
TEXAS BOARD OF LEGAL SPECIALIZATION

CIVIL TRIAL LAW

CONSUMER LAW

*5/31  
[unclear]  
[unclear]  
[unclear]*

ROB HUGHES, JR.  
ATTORNEY AT LAW

TINA TORRES  
ATTORNEY AT LAW

PAUL A. TORRES  
ATTORNEY AT LAW

May 16, 2001

**APPLE SPORTS IMPORTS**  
10907 RANCH ROAD 620 NORTH  
AUSTIN TEXAS 8726

**CMRRR: 7000 1530 0004 0791 5893**

**VOLVO CARS OF NORTH AMERICA INC.**  
SEVEN VOLVO DRIVE  
ROCKLEIGH NEW JERSEY 07647

**CMRRR: 7000 1530 0004 0791 5909**

Re: [redacted] and his purchase of a 1999 Volvo S80

Dear Sir/Madam:

I represent [redacted] who purchased the above referenced vehicle. See attached copy of the purchase order.

My client's complaints are that he purchased the vehicle based on your representations that this was a good quality vehicle, with the remaining manufacturer's warranty. He also complains about the repair services and the representations about the problems being corrected. Specifically, my client has sustained and complains of the problems with the fuel valve collector, power steering pump, front struts, cooling fan, fuel pump, throttle body, emission and electrical system.

Your actions amount to violations of Section 17.46 (b) 5, 7, 9, 12, 19, 21, 23 and Section 17.50 (a) 1, 2, and 3 of the Texas Business and Commerce Code. As a result of your actions, my client has sustained losses in excess of \$20,000.00 and has incurred attorney's fees to date in the amount of \$1,500.00.

In addition to the above stated damages, my client seeks to revoke acceptance of the vehicle pursuant to Section 2.608 of the Texas Business and Commerce Code and demands repayment of all losses.

Pursuant to Section 17 of the Texas Business and Commerce Code, should this matter not be resolved before the expiration of sixty(60) days, I will seek for my client the above stated damages,

attorney's fees and any additional damages that a jury may award.

I trust this matter will command your immediate attention.

Sincerely,

LAW OFFICE OF PETER TORRES, JR.  
A PROFESSIONAL CORPORATION

  
\_\_\_\_\_  
ROB HUGHES, JR.

RHI/jmah  
enclosure

cc: 

**RECEIVED**  
MAY 21 2001  
VOLVO CARS OF NORTH AMERICA, INC.  
GENERAL COUNSEL

DAVID AND JUDITH THOMAS

February 27, 2003

**RECEIVED**  
MAR 3 2003

**CUSTOMER RELATIONS**

[REDACTED]  
Seekonk, Massachusetts [REDACTED]

Dear Mr. Pedini:

My wife and I have a long history with Volvo. My first Volvo was bought at Farrell Volvo. I bought my next two cars from Auto Show Volvo. And my wife's current car is leased from Tasca Volvo. I am writing to you because I am trying to decide why I should continue my relationship with Volvo. Recent happenings have caused me to lose trust in your dealership. I will do my best to explain my concerns.

On January 15, 2003 I brought my car in to have the oil changed and the ETS problem corrected. I was informed that they found that the following problems needed to be repaired:

- Both front ball joints are loose \$ 600.00
- Left inner and outer tie rods have play \$ 300.00
- Alignment would be needed \$ 79.95
- Rear main seal leaks \$ 900.00

I informed the service department to hold off on those repairs until I could research some questions that I had at the time.

When I checked my records I found that the rear main seal had been replaced nine months earlier.

In October of 2002 I was in an accident and \$6,606.22 in damage was done to the right front quarter of my car. All repairs were done by the Tasca Collision Center. I feel that the left tie rods were damaged in the accident and not repaired. How could the ball joint on the right side be loose if that whole quarter had been worked on 4,680 miles earlier? These are questions that were not answered by your service department. Instead they offered to replace the rear main seal at no cost to me. Why should I trust that the work will be done this time when it was either not done or it was not done properly 4,680 miles ago.

I am not "hard" on my cars. The other mechanics that I have talked with agree that it is odd having all of these problems at 66,305 miles. Tell me how you can restore my faith in "Tasca" Volvo. Volvo still makes a great car; it is the service under the Tasca umbrella that I am questioning.

Sincerely,

[REDACTED]

Cc: Volvo Cars of North America  
Seven Volvo Drive  
Rockleigh, NJ 07647

[REDACTED]  
Middleboro, MA

Telephone: [REDACTED]

2000 VOLVO S70ASRSE

VIN NUMBER: YVLS61J9Y2 [REDACTED]

March 4, 2002 - March 6, 2002

Mileage: 40,260

Among other things the rear main engine seal was replaced.

October 22, 2002

Mileage: 61,625

Involved in an accident in New Bedford

The car was towed to Tasca Collision Center on October 23, 2002

\$6,6066.22 in damage was done to the front right quarter.

The car was repaired and delivered to me on November 18, 2002

January 15, 2003

Mileage: 66,305

I brought the car in to have the oil changed and the ETS light repaired.

I received a telephone call saying that they found the following additional problems

Both front ball joints are loose	\$ 600.00
Left inner & outer tie rods have play	\$ 300.00
Alignment	\$ 79.95
Rear main seal leak	\$ 900.00
	<u>\$ 1,879.95</u>

I decided to hold off on spending this type of money without looking into the details.

1692 Winchester Road  
Annapolis, MD 21401

December 17, 2002

**RECEIVED**  
DEC 20 2002

**CUSTOMER RELATIONS**

Volvo Cars of North America, Inc.  
7 Volvo Drive  
Rockleigh, NJ 07647

re: 1999 Volvo S70  
VIN# YV1LS55A2X1 [REDACTED]

Dear Sirs:

I am the owner of the referenced vehicle. Its mileage is currently between 71,000 and 72,000 miles.

Last Friday, December 13th, the Electronic Throttle Control System failed; I noted the "ETS" dashboard light was illuminated. After continuing for a distance of some two miles, with the engine intermittently not responding to pressure on the accelerator, I had the car towed to my repair shop, Redds Automotive in Annapolis, where the ETS problem was confirmed and repairs were made. The car now operates satisfactorily.

I realize (1) that the warranty period/mileage has expired and (2) that the repair work was not performed by an authorized Volvo dealership; however, I believe this is a component which should not fail so soon in the life of a Volvo and that you will give positive consideration to reimbursing me for the considerable cost (\$1535.46) of this repair, or a fair portion thereof.

I purchased this car a little over a year ago and have been very pleased with its features and performance. You may be interested, as I was, in the comment of the tow truck driver: he said that while he had towed Volvos damaged in collisions, this was the first he had ever had to tow one because of a mechanical failure.

Thank you for your attention to this matter.

Very truly yours,  
[REDACTED]

Encl: Redds Automotive Repair Bill

*Carle 030218/20*

440 Oldfield Point Road  
Bel Air, MD 21021  
USA

410 620 6677

February 11, 2003

Mr. Hans-Olov Olson, President  
Volvo Car Corporation  
S-405 08  
Göteborg, Sweden

*→ Customer Relations 18/2*

Dear Mr. Olson;

Three years ago, we purchased a Volvo V-70 through the Tourist and Diplomatic Sales program. The car was ordered while we were living in Geneva, Switzerland and delivered, new, to Village Volvo in Bel Air, Maryland. The VIN is YV1LW61J9Y2 [redacted]. We took delivery three years ago this month, at the time we moved out of Switzerland. Volvo ownership has not been as pleasurable as we hoped it would be. The car itself is very comfortable to drive, but the ownership costs have been high and the warranty is quite disappointing.

We live in rural Maryland and drive a great deal. I am your target market...a woman in her 40's, two children at home, a daughter in university and a husband who can afford to buy me a Volvo. Though the trip was 37 miles each way, I initially had the car serviced through the dealer for the required service intervals. As the end of the warranty approached, I've had some of the routine maintenance done through a local service facility who is independent, but has a professional relationship with a Volvo dealer for parts and service information, etc. All of the maintenance has been done, some through the dealer and some through an independent service facility, but all can be documented. However, several in-warranty repairs were needed and were performed by Village Volvo, despite the 74 mile round trip required.

Recently, we developed a problem with the throttle control. The car was driving very poorly, so instead of going to the dealer and driving an hour to get there, I took it to the local facility. They diagnosed the problem as the throttle module and called Stilman Volvo in Pennsylvania for guidance. At this point if gets unpleasant, I was told my car with fewer than 58,000 miles on it required a part that was \$547.50, and approximately \$700.00 installed. Stilman was sympathetic and told us that it was a part with a high failure rate and that concessions on repair costs were sometimes being made because it was failing so frequently on relatively low-mileage cars. They suggested I get the car home and call Volvo Customer Service to see if there might be help available. I did that on Friday, January 31, 2003. The customer service rep informed me that they would talk to Village Volvo and that someone would return my call within a couple of days. A full week went by and no one called. The car could not be driven and sat in our garage. I called Volvo Customer Service again and was told that Village Volvo was unwilling to make concessions, but that they would call me to talk about repairs. I waited again, and heard nothing.

In desperation, I called another Volvo dealer who is doing the repairs today for a total cost of \$691.00 (The repairs are being done through Union Park Volvo in Wilmington, DE.)

This defies Volvo's reputation as a dependable, sensible car....or as your positioning slogan suggests, "Volvo for life." A \$700 repair on a car that has been well-cared for and is only three years old is excessive. Compared to the Toyota Avalon we own, the maintenance costs on the Volvo are high and the repair costs are higher. Though our Toyota Avalon has around 140,000 miles on it, the only non-routine costs have been for a starter, and that was when the car had over 120,000 miles on it. Our 1995 Ford Taurus has never required a repair of this magnitude and it has close to a 100,000 miles on it. Even Hyundai offers a 60,000 mile warranty for their cars that sell for less than \$9,000. The fact that Volvo cars cost over three times more and have a warranty period that is only 83% that of Hyundai's strongly suggests that Hyundai Corp has more confidence in their quality of manufacturing than Volvo Corp does. (If I'd bought a Hyundai, the repair would be covered under the warranty.)

I believe that Volvo should reimburse me for the cost of this repair. Stillman Volvo suggested that the part has a high failure rate, penalizing your consumers with excessive repair bills is unreasonable and leads to significant ill-will. It also seems that I may be receiving less support than I might have because I purchased the car while living overseas, though it was delivered new. I'm not quite North American and not in Europe to receive caring customer service. The customer service surrounding this has also been poorly handled. Regardless of the decision to financially assist me or not, twice I was told I would be contacted and I never was. (It should be noted that each time I called Volvo Customer Service they were courteous, it was the ability of Volvo Customer Service to effectively liaison with the dealer that I am critical of.)

The maintenance records are available through Village Volvo in Bel Air, MD; some routine things were done through Fair Hill Auto (telephone 410 398 4900) and the throttle module replacement is being done for \$691 today at Union Park Volvo in Wilmington, DE. You will be able to verify through this network that the car was properly maintained.

As I said at the outset of this letter, the car is comfortable to drive and we appreciate it for that. We are discouraged with what are evolving into excessively high ownership costs, relatively to both equally expensive cars (the Toyota Avalon) and less expensive cars, such as the Ford Taurus or Hyundai. Reimbursing us for this repair will restore our confidence that the V-70 is a quality product and that this repair was an anomaly.

Should you or your office wish to speak with me, I can be reached at the above phone number. I appreciate your time and consideration of this issue.

Sincerely,



[REDACTED]  
Katy, TX  
Home Telephone: [REDACTED] Fax: [REDACTED]  
Day time Telephone: [REDACTED]

**CERTIFIED MAIL,**  
**RETURN RECEIPT REQUESTED**

July 25, 2002

Volvo Cars of North America  
Customer Relations Department  
Seven Volvo Drive  
Rockleigh, NJ 07647  
Attention: Manager

**RECEIVED**  
JUL 29 2002

**CUSTOMER RELATIONS**

Re:

Vehicle Make: Volvo  
Model: S70 AWD GLT - 4dr sedan  
Year: 1999  
Vin Number: YV1LT56D4X2 [REDACTED]  
Warranty: 4 Years or 50,000 miles  
Today's Mileage: 62,000 miles approximate (not sure because service has my car "again")  
Date of Purchase: December 21, 2000  
In Service Date: 4-19-99  
Manufactured in: Sweden  
Vehicle Mileage at time of Purchase: 15,303

To Whom It May Concern:

I am writing to notify you of the problems we are experiencing with our Volvo and to request that you correct this problem within thirty (30) days of your receipt of this letter.

The vehicle was purchased from Nils Sefeldt (now Volvo of Houston) 11950 Old Katy Road, Houston, Texas 77079, 211-721-1600 on or about December 21, 2001. At the time of purchase we were assured that Volvo was a safe car and that Volvo would stand by their product. Since purchase, our original sales person is no longer employed at the dealership and the dealership has changed managers twice.

My husband purchased the car for me, however, I am the principle drive. I began having problems within 2 weeks of purchase. However, the problem that concerns me the most is the one that I have been having over the past 4 months. This problem substantially impairs the use or value of my car. To date, the dealer has not been able to repair the problem with any lasting success and my confidence is gone. This problem also creates a serious safety hazard.

I am requesting that you replace or repurchase my vehicle pursuant to 6.07(e) of the Texas Motor Vehicle Commission Code. I will get into the problem later, but first,.....

Pg 1 of 3



[REDACTED]  
Katy, TX [REDACTED]  
Home Telephone: [REDACTED] Fax: [REDACTED]  
Day time Telephone: [REDACTED]

Today my husband and I should be on vacation. We planned the trip, but once again our Volvo had other plans. We cannot reschedule our trip because my husband must put in for his vacation ahead of time. We were only going away for 4 days, we should have been able to go. This is not the first time that we have had to change or alter plans that we made because of our Volvo. I'm afraid to drive it for any long distances for fear that it will not make it. In fact, I once offered my car to my daughter to drive to a function ten miles away....ten miles she declined and took an older car because she said my car was not trustworthy or safe. (She has been with me when my car has stalled.)

When my husband asked me what kind of car I wanted a year ago, I immediately told him I wanted a Volvo – my dream car. Well that dream has turned into a total nightmare. I never know when I ride out of the driveway if I'm going to get back safely, or have to be towed back. In fact the only peace I feel right now is knowing that it's at the Volvo dealership and I don't have to drive it or worry about it stalling out in traffic. It's a very scary feeling, especially at night.

**Some of the problems we experience right after we bought the car in December:**

- alarm system messed up twice.
- lights on the inside failed to cut off killing my battery,
- power steering not working (took back 3 or 4 times for this)
- signal lights not working properly (I took back 2 or 3 times for this and you finally had a recall and the signals were replaced, however, they still do not work properly on right turns
- There was a tare on the drivers side of the door, we were told it would be fixed. I took the car in and picked it up. I noticed that the leather had been "patched". I called the dealership and at that time, the sales person and he informed me that as soon as the "leather guy" was back out I could bring it in for repair. I checked back only to find that my sales person had left the company. I asked about the leather and they told me that it would have to be replaced not patched, and the cost would be around \$800. I told them that this was a tare on the car from the onset that was supposed to be fixed but the fix did not hold. They then told me that they could patch it as soon as the leather guy showed up. He never showed up. I stopped asking because I had more important mechanical concerns, and decided I would take up the leather situation at another time.

**Problem that caused us to write this letter:**

Excessively having to take the car in for servicing.

Engine runs really rough, seem like it wants to shut down and then the "check engine" light comes on. This happens with no warning. In Houston traffic this is very dangerous. The car sputters and jumps and it is not always convenient to get off to the side of the road in busy

[REDACTED]  
[REDACTED]  
[REDACTED] Katy, TX [REDACTED]  
Home Telephone: [REDACTED] Fax: [REDACTED]  
Day time Telephone: [REDACTED]

traffic. There has been times it has done this and the ETS light comes on and the check engine light I have always called Volvo whenever this has happened. The ETS systems has been replaced.

I think that we have been very reasonable under the circumstances. However, we cannot continue to pay a car note on a car that is of no value to us. At the beginning, we were given Volvo loaner cars. Now we get cars from Advantage rental that are to say the least, not up to the same standard as our car being serviced. This is an embarrassment and an inconvenienced. My neighbors have seen us drive in with the car smoking, making noise and also my coworkers. In fact, it is so embarrassing I have stopped telling anyone our car is in the shop. The car was in the shop for the same problem twice in May, two weeks apart. The first time I was on my way back from Beaumont and as soon as I got in Houston it started acting up. I immediately called service and they asked me to bring it in.

You can obtain all the warranty repair order slips from the dealership as I have made several trips for repairs on various problems which were earlier covered by warranty. The replacement of parts this early has raised a strong inference that they were defective only to have them replaced and being told the new parts were defective.

As I am writing this letter our car has been back at the dealership since Monday, July 22. I called this morning to see if we would be getting it back any time soon. I spoke to Mr. Chuck Cunningham, assistant service manager. He told me that the Shop foreman was going to look at it.

Again, we are requesting:

- (1) replacement of car with a comparable car or
- (2) accept return of the vehicle from us and refund full purchase price and
- (3) reimburse us for reasonable incidental costs resulting from loss of use

I would still like to believe that during this 75<sup>th</sup> anniversary year that Volvo is will stand by their word.

[REDACTED]

**RECEIVED**  
APR 25 2003

**CUSTOMER RELATIONS**

[REDACTED]  
Lancaster NY [REDACTED]  
[REDACTED]

April 21, 2003

[REDACTED]  
Williamsville NY 1  
Attention: Bill Graesser

As per your letter that was sent, just to clarify some things, first of all there was no set appointment made. You called left on my answering machine that Volvo would be at your place on April 3rd on a Thursday and that we were more than welcome to bring the car by if we wanted Volvo to look at it. No set appointment, no arrangements for a car for us to drive nothing of that sort at all. Also you had left on the machine that you and your facility would not be paying for any diagnosis fees at all. But however if Volvo finds anything maybe they would pay the diagnosis fee. So then I proceeded to call Volvo and tell them why should I pay for anything since I have brought the car to you people 10 to 15 times for the same problem over and over under warranty and Culligan could not fix the problem. According to Volvo Customer Service they said they talked to Bill Graesser at Culligan and they were not paying anymore for my car. Now I have no idea what Volvo has paid you people for but I know my car is still not fixed for the same problem and I am sure you can confirm that with Dave and Bruce. However with all the documentation on this car being brought into your Service Department, I find it unbelievable that you now believe the problem with the car surging and now no power the problem is that it needs spark plugs at 60,000 miles. That doesn't explain what the problem was at 10,000 or 20,000 or at 30,000 miles when you replaced the spark plugs also. All I ever asked of you people were to repair a problem my car had since day one that you people never have fixed. The issue is not the money, it is the principal if you couldn't find the problem after all these times under warranty, what are the chances you would be able to fix it while its at my expense and further more why should it be my expense I paid \$45,000 for a car with a problem that Culligan could not repair. I will proceed in this matter how I see fit and with the advise of my attorney. Once I didn't want to pay for something that should of been repaired or paid for under warranty by Volvo to you, I'll tell you something your attitude certainly changed. Mr. Graesser this is for your records and so the story is set straight about our so called set appointment. Also see attachment of your so called record.

[REDACTED]  
cc. Volvo Customer Service/ Bob Reicker  
cc. Jim Culligan

RECEIVED  
FEB 19 2002

January 31, 2002

Dear Volvo Customer Service,

CONSUMER RELATIONS

I am writing this letter to explain my saga with the Electronic Throttle System (ETS) on my 1999 V70. I have been a loyal Volvo customer since I bought a brand new 1989 240DL. I still have that car and I remember when the "brain" (at approximately 50,000 miles) went out and it was replaced in a timely manner. It now has 190,000 miles on it and I drive it every day to and from work. My wife and I bought the 1999 V70 in April of that year and although we did have a minor problem with the air flow sensor early on, the car has run very well. (We even drove it to Montreal, Canada and back in the summer of 2000.) However, when we turned over 50,000 miles the ETS went out. It happened one evening after my wife finished work and was driving home. The engine started to race up and down in RPMs and it was clear there was something very wrong. We had it towed to our local mechanic who checked it out the next day. He said that the codes that the computer brought up were unknown to him and he was unable to fix the problem. He charged us \$70 and we then had to have the car towed 26 miles south to the nearest dealership in San Luis Obispo, Smith Volvo. They had the car for a week and told us that the entire ETS system was inoperable and had to be replaced. This was done in mid-November of 2001. They also said that because of the revving of the engine and normal wear and tear the battery had gone bad too and we had to buy a replacement. So we had no car for a week and the bill came to \$1451 (We did not request a rental car and I drove my mother-in-law's car during that time.) I really did not expect to pay anything and it cost me over \$215. In addition, by driving my own car for the week, I saved the dealership the cost of a rental car.

On Saturday January 19, 2002 the ETS started acting up again! The light on the dash went on and it started to race again at idle. This began happening as I was normally driving down the street with my son. I was about 30 miles from home and we made it back, but the dealership was not open until Monday. When I started the car up to drive it to the dealer on Monday the ETS light went off and it performed normally. They kept the car for five hours and finally told me it would have to stay overnight. There seemed to be a problem with the air flow sensor. They did give me a rental car that day and it actually took two days to fix because they had to order the part. I had to spend basically the whole day Monday there and then drive back on Wednesday to return in the rental car and get the V70 back. This problem has consumed a lot of my time and money.

The bottom line here is that this event has disrupted our lives and cost us. Smith Volvo (also where we bought the car) has been cooperative and the service manager has offered to apply the \$70 we paid our local mechanic towards the cost of our next tune-up which is scheduled for 60,000 miles. (We have about 57,000 now.) However we feel this inconvenience has cost us more than that. We also received a call from Volvo North America sometime in December 2001, but my wife didn't take down the identification information about the call. We never got a follow-up call and we feel Volvo should cover the cost of the battery at the very least because we have used a lot of our own time to deal with a problem that should not have occurred in the first place. Please respond to our request in a timely manner.

We want to remain loyal Volvo customers and we would appreciate your prompt attention in this matter. Thank You.

[REDACTED]  
Paso Robles, CA [REDACTED]

cc Smith Volvo

7911 Grove Court East  
Germantown, TN 38138

October 24, 2002

Customer Service  
Volvo Cars of North America, Inc.  
Seven Volvo Drive  
Rockleigh, NJ 07647

**RECEIVED**  
OCT 28 2002

Re: 1999 V70 VIN: YV1LW55A6X2 [REDACTED]

Dear Customer Service:

This is my second letter to you regarding my 1999 Volvo. The purpose of this letter is to express my disappointment with you. Did you really think a cowardly apology for my inconvenience left on my answering machine would be enough to answer my concerns? Did you really read my letter?

Your message to me was that repairs were made to the car while it was under warranty. My response to that is yes, that's true. However, I had problems with the ETS almost from the day I bought the car. The repair was a quick and inexpensive software download. The major failure came two months AFTER the warranty expired and cost me over \$800. That's my point! I want you to tell me why the ETS had problems all along, and why Pat Patterson Volvo Service didn't catch it sooner- preferably prior to expiration of the warranty. Also, if the ETS had been replaced sooner, it might not have failed in such a way that the car bucked, surged, rocked and possibly caused the crack in the evaporator in the process (which if you recall, cost me an additional \$1200 to fix).

The message on my answering machine said you would pass my concerns along to management. Well, thanks for nothing, because frankly, I don't believe you. She didn't the least bit sorry or sincere. Yes, your ears are safe, but we'll never buy another one.

And remember, one happy customer may tell a few people about their experience. An unhappy customer will tell everyone they can.

Sincerely,  
[REDACTED]

... RELATIONS

**RECEIVED**  
OCT 22 2002

7911 Grove Court East  
Germantown, TN 38138

October 17, 2002

Customer Service  
Volvo Cars of North America, Inc.  
Seven Volvo Drive  
Rockleigh, NJ 07647

**CUSTOMER RELATIONS**

Re: 1999 V70 VIN: YV1LW55A6X [REDACTED], purchased November 1999

To Whom It May Concern:

The purpose of this letter is to express our dissatisfaction and discontent with our 1999 Volvo V70. We have recently experienced some serious and expensive problems with this car, problems that we should not have had.

Below is a detailed explanation of our problems. I would like to preface this by stating that we have had all scheduled maintenance performed regularly and religiously by certified Volvo service centers as dictated by our Owner's Manual.

In the Spring of 2000, the ETS light came on. I called Service at Secor Volvo in New London, CT, and the Service Manager suggested that perhaps the gas cap wasn't closed tightly which could cause the ETS light to come on. The light went out on its own, before I tightened the gas cap. In the Fall of 2000, we noticed that the engine was not always running smoothly. Occasionally, the tachometer would bounce all over the place, primarily when we put the car in park just prior to shutting the engine off. Also, sporadically, when we turned the engine off, it would sputter for several seconds. The ETS light did not come on during this period.

In March 2001, the ETS light came on again, and again the tachometer needle bounced around, and the engine sputtered. On 3/28/01, I took the car in to be checked out at Pat Patterson Volvo Service in Memphis, TN. They performed a software download to upgrade the ETM (all invoice copies are attached). The car was still under warranty at the time (42,043 miles), so there was no charge.

On 7/7/02, the ETS light came on again, but by turning the car off, then on again, the light went out. On 7/20/02, the ETS light came on and stayed on, the tachometer began bouncing around, the engine surged, the car bucked. This time the problem continued and it was evident the car needed service, because it was barely drivable. On 7/23, we took it in to Pat Patterson for service. The mileage on the car was 60,656, and (how ironic) it was no longer under warranty. We were told that we needed a new ETS, and it would cost about \$300. The total charge for the ETM reload and throttle body was \$863.25.

Approximately four weeks later, we noticed the A/C was no longer cooling the car. A visit to Pat Patterson on 9/3/02 revealed a cracked evaporator with an estimate of \$1200.00 to fix. We were shocked and stunned when faced with this unexpected repair. We didn't have the money at that time, so we declined the repair and accepted instead

an A/C recharge for \$111.42, which we were advised should get us through to the end of the summer.

By early October, it became apparent that the September A/C recharge barely lasted a month. Because it is so hot in Memphis until the end of October, we needed to have the A/C repaired. On October 9 and 10, the evaporator was replaced and the A/C recharged. Total cost: \$1133.99.

We bought this car, because everyone we know that has ever had a Volvo has loved it, has had it forever, and has never had a major problem with it. We have a nine-year-old daughter. We planned on sending our daughter to college in this car. Now, we question our wisdom in ever buying this car, and don't think we'll have it when our daughter enters college. We were also planning to buy my husband an S60 this year, but we have decided not to because of the V70's problems. If we have one more major problem with this car, we will get rid of it and buy something else... a Honda perhaps.

We believe the ETS malfunction should never have happened and is perhaps a factory defect. We also believe it's possible that all the shaking and surging from the ETS malfunction caused the evaporator to crack. This car has cost us more money, aggravation and inconvenience than it ever should have. Our confidence and faith in Volvo is damaged. Frankly, we're dismayed and disappointed.

We would like to hear your response to this letter as soon as possible.

If you have any questions or require further information, please do not hesitate to call me at [REDACTED] (work) or [REDACTED] (home). You may also contact me via email. My address is [REDACTED]

Thank you for your prompt attention to this letter.

Sincerely,  
[REDACTED]

LAW OFFICES OF  
**SHELLEY TAYLOR OLANDER**  
7871 UNIVERSITY AVENUE, SUITE B  
LA MESA, CALIFORNIA 91941-4927

TEL: (619) 466-2442  
FAX: (619) 466-2684

**RECEIVED**  
APR 2 2002

**CONSUMER RELATIONS**

March 25, 2002

**VOLVO CARS OF NORTH AMERICA**  
Consumer Relations Department  
Post Office Box 914  
Rockleigh, New Jersey 07647-0914

Re: [REDACTED]  
**1999 Volvo 870A**  
**VIN: YV1LS55A6X[REDACTED]**

Dear Sir or Madam:

This is to request Volvo's compliance with California's Song-Beverly Consumer Warranty Act in connection with the above-referenced vehicle purchased by [REDACTED] in November 1999. Although the vehicle not brand new when purchased by [REDACTED], the factory warranty was still in effect and California's lemon law applies. I have therefore been retained by [REDACTED] to commence suit in this matter unless a repurchase or replacement is provided within thirty (30) days. The pertinent facts are as follows:

As reflected in the enclosed Vehicle Service History and repair orders, the subject vehicle has been plagued with serious engine defects ever since October of 2000, at 39,104 miles, when the engine began jerking and stalling in operation. Both the "check engine" and "ETS" warning lights have also repeatedly activated and various fault codes have been verified by the dealer.

As a result of these engine malfunctions, [REDACTED] has had to deliver the vehicle to the selling Volvo dealer on **eight separate occasions** for warranty repairs. On at least six of those occasions, the dealer confirmed engine defects and attempted repairs, including (i) replacement of the air mass meter at 39,439 miles and 79,825 miles; (ii) replacement of the map sensor at 79,825 miles; and (iii) replacement of software for the engine control module at 73,046 miles and 78,059 miles. Notwithstanding all of those and repair efforts, however, the engine is still stalling intermittently, placing [REDACTED] and his family at substantial risk of serious injury.



VOLVO CARS OF NORTH AMERICA

March 25, 2002

Page Two

Based on the foregoing, and the fact that [REDACTED] has attempted without success on several occasions to obtain assistance from Volvo's consumer relations department, he has justifiably lost confidence in the Volvo's willingness and ability to repair his vehicle. He has therefore authorized me to request a repurchase or replacement under California's Song-Beverly Consumer Warranty Act which provides, in pertinent part, as follows:

**"If the manufacturer or its representative in this state is unable to service or repair a new motor vehicle . . . to conform to the applicable express warranties after a reasonable number of repair attempts, the manufacturer shall either promptly replace the new motor vehicle in accordance with subparagraph (A) or promptly make restitution to the buyer in accordance with subparagraph (B)." (Emphasis added)**

In this case, as noted above, there have been eight separate repair visits. It is therefore clear that there have been "a reasonable number of attempts". Moreover, all of those repair efforts were within the warranty period. (See California Civil Code Section 1793.1 which provides, in part: "If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed.") Accordingly, there is no doubt that Volvo is required by law to repurchase or replace this vehicle.

The Song-Beverly Act also provides for a civil penalty of trebled damages where the manufacturer wilfully refuses to repurchase or replace a nonconforming vehicle in accordance with the law. Unless Volvo voluntarily agrees to comply with the law and repurchase or replace this vehicle, therefore, [REDACTED] will be entitled to recover not only his purchase price, finance charges and attorneys fees but also the statutory civil penalty, which in this case could amount to as much as an additional \$52,000. It is therefore in Volvo's best interests to repurchase or replace this vehicle forthwith.

To assist you in your evaluation of this case, enclosed is a copy of [REDACTED] purchase contract and repair orders. A formal response is required within 30 days. Thank you for your anticipated prompt attention to this matter.

Very truly yours,

cc: [REDACTED]

**VEHICLE SERVICE HISTORY**

1999 Volvo 870A

VIN: YV1LS55A6X1

11/30/99 Purchase of used vehicle at Carlsbad Volvo for \$27,838.99 including tax and license. Mileage at purchase: 7803

10/4/00 FIRST REPAIR VISIT: Carlsbad Volvo R.O. 113493  
39,104

miles

1. Owner reported check engine light comes on and engine has stalled twice coming to a stop, jerks in operation when stopping. Dealer confirmed complaints and found air mass meter faulty, ordered replacement part.

DAYS IN SHOP: ONE

COST: WARRANTY

10/6/00

SECOND REPAIR VISIT: Carlsbad Volvo R.O. 113552

39,439

miles

1. Owner reported check engine light comes on. Dealer confirmed fault and replaced air mass meter.

DAYS IN SHOP: ONE

COST: WARRANTY

12/5/00

THIRD REPAIR VISIT: Carlsbad Volvo R.O. 115010

46,932

miles

1. Owner reported check engine light came on again. Dealer did not duplicate concern.

DAYS IN SHOP: ONE

COST: WARRANTY

5/18/01

FOURTH REPAIR VISIT: Carlsbad Volvo R.O. 118644

69,552

miles

1. Owner reported check engine light came on again and ETS light comes on. Owner also noted vehicle stalls when ETS light comes on. Dealer confirmed fault code ECM250A and called Technical Hotline for suggestions. Dealer checked injector seals, etc. and could not determine fix.

DAYS IN SHOP: TWO

COST: WARRANTY

6/13/01  
73,046  
miles

FIFTH REPAIR VISIT: Carlsbad Volvo R.O. 119162

1. Owner reported ETS light comes on intermittently while in operation and vehicle will stall when coming to a stop. Dealer confirmed defect and found coades; replaced throttle body assembly; downloaded software; replaced sensor in brake booster; and replaced purge valve to cure air leakage.

DAYS IN SHOP: SEVEN            COST: WARRANTY

8/1/01  
78,059  
miles

SIXTH REPAIR VISIT: Carlsbad Volvo R.O. 120555

1. Owner reported ETS light came on and engine stalled in operation. Dealer confirmed fault in engine control module and downloaded software.

DAYS IN SHOP: THREE            COST: WARRANTY

9/31/01  
79,825  
miles

SEVENTH REPAIR VISIT: Carlsbad Volvo R.O. 121129

1. Owner reported the ETS light has come on again. Dealer replaced air mass meter and map sensor per factory techline.

DAYS IN SHOP: ELEVEN            COST: WARRANTY

2/15/02  
105,323  
miles

EIGHTH REPAIR VISIT: Carlsbad Volvo R.O. 125565

1. Owner reported check engine and ETS lights come on and car stalled three times. Dealer reset check engine light.

DAYS IN SHOP: ONE            COST: WARRANTY

January 27, 2003

Volvo Cars North America  
7 Volvo Drive  
Rockleigh, NJ 07647  
Attn: Customer Relations

**RECEIVED**  
JAN 31 2003  
CUSTOMER RELATIONS

Dear Sirs,

I am writing to express my dissatisfaction and inform you of the below average product you have in the Volvo S80 vehicle. This vehicle has been the worst vehicle I have ever owned; my used domestic cars have been more reliable and less of a maintenance problem than I have experienced with the Volvo. I now have a service/repair file consisting of 19 visits and several thousands of dollars.

I contacted Volvo corporate a year ago when I had a problem with my throttle body needing replaced just after my warranty period had expired. The reason I notified the corporate division was because this problem had been reported (and documented) numerous times on previous service visits while the car was still in the warranty period but the technicians could never diagnose the problem. I did not feel I should be responsible for a repair that I had requested for months prior.

Today I am again writing to address my current frustrations of having to pay for a repair/parts that have already been replaced once under the warranty period. Do the parts in these vehicles not last more than several thousand miles? This is the second time I am replacing oil pump seals. I have never had such parts go bad in other vehicles nor have I ever experienced such poor quality and craftsmanship in any vehicle over the last 25 years.

When I purchased my Volvo I was told of the superior level of quality I would receive in this vehicle. In my opinion, I did not receive a quality Volvo product and I also feel Volvo does not stand behind their product when it fails. You have a very dissatisfied customer in me and I am happy to share my opinion with all my doctor clients that ask about my vehicle. I have even completed a questionnaire to see if I have any recourse under the California Lemon Law. Maybe I should paint the car yellow and broadcast the quality of this product to the thousands of cars I pass daily!

Sincerely,

  
San Marcos, CA

March 18, 2002

**RECEIVED**  
MAR 21 2002

Volvo Cars North America

7 Volvo Drive

Rockleigh, NJ 07647

Attn: Volvo Customer Relations

RE: 00/Volvo/S80 Vin#YV1TS94D8Y1 [REDACTED] mileage: 79213

**CUSTOMER RELATIONS**

Dear Sirs,

I am writing to address my dissatisfaction with my Volvo product and recent experience with the corporation. Since my purchase of a 2000 S80 I have had numerous problems. During my first year of ownership I visited the service department for 'problems only' at least twelve times (enclosed copy of repair worksheet does not include 4-5 visits for anterior molding that kept falling off and finally removed from car's exterior). I never imagined I would encounter this much inconvenience with owning a car of this caliber.

I had complained several times about a problem with the RPM's racing while the car was at a stop (12/13/00 @ 32041 miles). Initially this occurred while the A/C unit was on then progressed to a routine occurrence. My car would literally 'lunge' forward as if the brakes were holding it back. At a stop, the RPM gauge would jump from 500 to 1000. Passengers in my car commented on this uneasy shifting of the car. This problem continued to occur. On 1/26/01 (@ 37218 miles) the tech diagnosed the Air Mass Meter had an open circuit and replaced it. I still continued to complain about this problem but when checked, no computer codes came up as having detected a problem. I was told personally by the technician at Volvo Irvine that this was "normal, the RPM's were supposed to increase to accommodate the engine's compressor kicking in." I told him I have never experienced that in a car and could not believe that was normal.

Last month the problem worsened and I took the car back again. This time, the computer did detect a major problem with my Mass Air Flow Sensor and Throttle Body. Both needed replaced at an estimate of \$1200. Of course, now my warranty period had expired so I would be fully responsible. When they informed me of the problem I told them to check their records, I had complained numerous times about these symptoms and did not feel I should be responsible for the computer's failure to detect a problem that I had detected by driving the car daily. I was so adamant that this was not my responsibility, I left without the repairs being done.

I then contacted Volvo Customer Service to discuss this issue. After several weeks I was informed by Jerry (Volvo-Irvine) that Volvo would cover half of the expenses. I had the repairs done and to my surprise found out that only half of the parts would be paid by Volvo. My estimate on the day of repairs was \$300 with a comment: Customer pays: 50% of parts and all labor. How deceiving. Why wasn't my estimate for \$800 if I was responsible for 3/4's of the bill? To my dismay, my portion of the bill was \$694.83.

The worst part of this entire ordeal is that since the repairs were made, my car does not have an RPM racing problem at all. Not while the A/C unit is on or ever. This was not a "normal" occurrence related to the A/C compressor and should not have been treated as one. I feel that I was penalized for the computer's lack of early detection of the problem and had to pay the price for a technician unable to recognize a problem without computer assistance.

I am so disgusted with my Volvo vehicle at this time. My car is two years old and has caused so many inconveniences and lost work hours I am considering trading it in for another make. However, lately I have felt like we have many of the 'bugs' of the new model worked out. My job in sales entails taking doctors to lunch daily. I cannot tell you how many times I am asked how I like my car. Overall, I have been pleased with the performance of the car until this recent experience.

I am asking Volvo Customer Service to review this case and see if you feel that I was treated fairly in having to pay for this repair. I do not feel like I should have been responsible for the cost incurred on this particular repair. I do appreciate your time and efforts on my behalf.

Sincerely,

[REDACTED]

San Marcos, CA

[REDACTED]  
(H)  
(cellular)

RECEIVED  
FEB 12 2001  
CUSTOMER RELATIONS

February 23, 2001

Mr. Dale Culpepper  
American Arbitration  
2200 Century Parkway  
Suite 300  
Atlanta, GA 30345

Re: [REDACTED]

-and-

Volvo Cars of North America

Mr. Culpepper:

This letter is to inform you of my acceptance of the arbitration award dated February 20, 2001. Please proceed with the next step of the repurchase process. If you have any questions or need additional information, please contact me at [REDACTED] Lilburn, GA [REDACTED]. Thank you for your assistance with the hearing.

Sincerely,

[REDACTED]



**American Arbitration Association**  
*Dispute Resolution Services Worldwide*

P

L' Tanya Keith-Robinson  
 Vice President of Case Management  
 Case Management Center

February 20, 2001

2200 Century Parkway, Suite 300, Atlanta, GA 30345-3203  
 telephone: 404 325 0101, facsimile: 404 325 8034  
 www.adr.org  
 e-mail: KeithRobinsonL@adr.org

Via Certified Mail

[Redacted]  
 Lilburn, GA [Redacted]

Volvo Cars of North America, Inc.  
 P.O. Box 914  
 Customer Service Dept.  
 Rockleigh, NJ 07647

**RECEIVED**  
 FEB 23 2001

Re: 30 178 00002 01  
 [Redacted]

**CUSTOMER RELATIONS**

-And-  
 Volvo Cars of North America

Dear Parties:

By direction of the Arbitrators, enclosed herewith is the duly executed Award of the Arbitrators.

If you are a consumer, you have thirty (30) days from receipt of the award to reject the award. You must notify the American Arbitration Association of your rejection in writing by certified mail, return receipt. If notice of rejection is not received within the thirty (30) day time frame, the consumer will be considered as having accepted the award. The Association will so notify the manufacturer in writing of whether the consumer has a) accepted, b) rejected or c) has been deemed to have accepted the award. A copy of our notification letter will be sent simultaneously to the consumer.

If you are satisfied with the award but believe the award contains a technical or mathematical error not affecting the merits, you may request a technical correction of the award from the Office of Consumer Affairs. Requests must be made in writing and received by the Office of Consumer Affairs within ten days of the mailing of the decision and a copy must be provided to the other party.

The manufacturer shall have forty (40) calendar days upon receipt of the Award to comply with the Award or to file a petition of appeal in Superior Court. Both the manufacturer and the consumer shall have forty (40)



calendar days from acceptance or rejection of the Award to request a trial  
de novo of the arbitration decision in Superior Court.

Very truly yours,



DC:dm

cc: Office of Consumer Affairs  
Enclosure

IN ARBITRATION BEFORE  
THE GEORGIA WARRANTY RIGHTS ACT ARBITRATION PANEL

In the Arbitration Between:



Consumer

OCA File No.: \_\_\_\_\_

-and-  
VOLVO CARS OF NORTH AMERICA  
Manufacturer

AAA Case No.: 30-178-00002-01

DECISION AND AWARD  
(LEASED VEHICLES)

The Office of Consumer Affairs has reviewed the request for arbitration submitted by the consumer and forwarded it to the American Arbitration Association, which appointed the present panel and set the arbitration hearing.

An arbitration hearing was held on 2-19-01 before the following arbitrators:

VINCENT L. SCROSSO

FREDRICK C. MCLAM

RALPH W. THOMAS

The consumer (Did) ~~(Did Not)~~ appear for the hearing.

The consumer was represented by 

The manufacturer (Did) ~~(Did Not)~~ appear for the hearing.

The manufacturer was represented by BRAD KENYON + DEAT BYERLY

Subpoenas ~~(Were)~~ (Were Not) issued on behalf of the Panel in this dispute. Findings, if any, regarding subpoena compliance are in Addendum A.

Based on the evidence presented at the hearing, the Arbitration Panel makes the following findings and conclusions and makes this decision and award:

1. Eligibility (choose one):

a. This matter is eligible for arbitration. [proceed to number 2]

b. This matter is temporarily ineligible for arbitration because of the following reason(s). (choose one or more as applicable) [stop and execute]

i) A reasonable number of repair attempts have not been undertaken to conform the vehicle to the warranty pursuant to O. C. G. A., Section 10-1-784 (b).

ii) The manufacturer was not given a final opportunity to repair pursuant to O. C. G. A., Section 10-1-784 (a) (1).

iii) The consumer did not request a repurchase or replacement pursuant to O. C. G. A., Section 10-1-784 (a) (1).

c. This matter is permanently ineligible for arbitration because of the following reason(s). (choose one or more as applicable) [claim is dismissed, stop and execute]

i) The vehicle does not qualify as a 'new motor vehicle' pursuant to O. C. G. A., Section 10-1-782 (11).

ii) The claimant does not qualify as a 'consumer', pursuant to O. C. G. A., Section 10-1-782 (3).

iii) This matter is rejected from arbitration pursuant to O. C. G. A., Section 10-1-787 (c).

2. Nonconformities: (choose and complete a or b)

a. The arbitrators have determined the vehicle has one or more defects or conditions, listed below, that constitute nonconformities: (proceed to number 3)

Recurrent Check Engine light and  
other lights show on the dash

b. The arbitrators have determined the vehicle has no defects or conditions that constitute nonconformities pursuant to O. C. G. A., Section 10-1-782 (13). The arbitrators heard testimony on the following defects or conditions:

[relief is denied, stop and execute]

3. The arbitrators grant the consumer's request for relief pursuant to O. C. G. A., Sections 10-1-787 and 10-1-784. THE ARBITRATORS HEREBY ORDER ONE OF THE FOLLOWING (circle and complete either a or b):

a. REPLACEMENT:

i) Pursuant to O. C. G. A., Section 10-1-784 (u) (3), the manufacturer shall replace the motor vehicle with a new motor vehicle that is identical or reasonably equivalent. The manufacturer shall pay any collateral charges which the lessee or lessor may incur on the replacement vehicle. The contractual obligation, except for those terms of the agreement which identify the vehicle, between the lessor and the lessee shall not be altered. Pursuant to O. C. G. A., Section 10-1-784 (g), the manufacturer shall have forty calendar days to comply to the decision after receiving the consumer's notice of acceptance. An identical or reasonably equivalent motor vehicle is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ii) **INCIDENTAL COST:** Pursuant to O. C. G. A., Section 10-1-784 (a) (3), the manufacturer shall pay any and all incidental cost incurred by the lessee and/or lessor. The amount of incidental cost to be refunded to the lessee is \$ \_\_\_\_\_. The amount of incidental cost to be refunded to the lessor is \$ \_\_\_\_\_. This amount, if any, shall be paid directly to the lessee and/or lessor upon replacement.

iii) **EXPERT COST:** Pursuant to O. C. G. A., Section 10-1-787 (d), the arbitrators may in its discretion award the lessee or lessor expert costs. The arbitrators have determined that the manufacturer shall (Reimburse) (Not Reimburse) the lessee and/or lessor for expert costs. The amount of expert cost to be refunded to the lessee is \$ \_\_\_\_\_. The amount of expert cost to be refunded to the lessor is \$ \_\_\_\_\_. This amount, if any, shall be paid directly to the lessee and/or lessor upon replacement.

iv) **ATTORNEY FEES:** Pursuant to O. C. G. A., Section 10-1-787 (d), the arbitrators may in its discretion award the lessee or lessor attorney fees. The arbitrators have determined the manufacturer shall (Reimburse) (Not Reimburse) the lessee and/or lessor for attorney fees. The amount of attorney fees to be refunded to the lessee is \$ \_\_\_\_\_. The amount of attorney fees to be refunded to the lessor is \$ \_\_\_\_\_. This amount, if any, shall be paid directly to the lessee and/or lessor upon replacement.

v) **REASONABLE OFFSET FOR USE:** Pursuant to O. C. G. A., Section 10-1-784 (a) (3), compensation for a reasonable offset for use shall be paid by the lessee to the manufacturer at the time of the delivery of the replacement vehicle. The 'reasonable offset for use' is \$ \_\_\_\_\_.

**MANUFACTURER REFUNDS TO THE LESSEE THE FOLLOWING:**

Incidental costs paid by the lessee [refer to (a) (ii)] \$ \_\_\_\_\_  
Plus, expert cost paid by the lessee [refer to (a) (iii)] \$ \_\_\_\_\_  
Plus, attorney fees paid by the lessee [refer to (a) (iv)] \$ \_\_\_\_\_  
Equals total refund due to lessee \$ \_\_\_\_\_

**CONSUMER (LESSEE) PAYS TO MANUFACTURER THE FOLLOWING:**

Reasonable offset for use [refer to (a) (v)] \$ \_\_\_\_\_

**MANUFACTURER REFUNDS TO THE LESSOR THE FOLLOWING**

Incidental costs paid by the lessor [refer to (a) (ii)] \$ \_\_\_\_\_  
Plus, expert cost paid by the lessor [refer to (a) (iii)] \$ \_\_\_\_\_  
Plus, attorney fees paid by the lessor [refer to (a) (iv)] \$ \_\_\_\_\_  
Equals total refund due to lessor \$ \_\_\_\_\_

b. **REPURCHASE: TWO PART AWARD:**

**PART ONE A: MANUFACTURER REFUNDS TO LESSOR**

Pursuant to O. C. G. A., Section 10-1-784 (a) (4), the manufacturer shall refund to the lessor the purchase price, less a reasonable offset for use.

- i) PURCHASE PRICE: Pursuant to O. C. G. A., Section 10-1-782 (15), the purchase price of the vehicle is \$ 33,340.47.
- ii) REASONABLE OFFSET FOR USE: The 'reasonable offset for use' is \$ 6,915.48.
- iii) EXPERT COST: Pursuant to O. C. G. A., Section 10-1-787 (d), the arbitrators may in its discretion award the lessor expert costs. The arbitrators have determined that the manufacturer shall (Reimburse) (Not Reimburse) the lessor for expert costs. The amount to be refunded to the lessor is \$ 0. If any expert cost is to be refunded, it shall be paid to the lessor directly.
- iv) ATTORNEY FEES: Pursuant to O. C. G. A., Section 10-1-787 (d), the arbitrators may in its discretion award the lessor attorney fees. The arbitrators have determined the manufacturer shall (Reimburse) (Not Reimburse) the lessor for attorney fees. The amount to be refunded to the lessor is \$ 0. If any attorney fees is to be refunded, it shall be paid to the lessor directly.

**MANUFACTURER REFUNDS TO THE LESSOR THE FOLLOWING:**

Purchase price of vehicle [refer to (b) (i)]	\$ <u>33,340.49</u>
Plus, expert cost paid by lessor [refer to (b) (iii)]	\$ <u>0</u>
Plus, attorney fees paid by lessor [refer to (b) (iv)]	\$ <u>0</u>
Minus, offset for use [refer to (b) (ii)]	\$ <u>6,915.48</u>
Equals total refund due to lessor	\$ <u>26,424.99</u>

**PART ONE B : MANUFACTURER REFUNDS TO LESSEE:**

- i) **EXPERT COST:** Pursuant to O. C. G. A., Section 10-1-787 (d), the arbitrators may in its discretion award the lessee expert costs. The arbitrators have determined that the manufacturer shall (Reimburse) (Not Reimburse) the lessee for expert costs. The amount to be refunded to the lessee is \$ 0. If any expert cost is to be refunded, it shall be paid to the lessee directly.
- ii) **ATTORNEY FEES:** Pursuant to O. C. G. A., Section 10-1-787 (d), the arbitrators may in its discretion award the lessee attorney fees. The arbitrators have determined the manufacturer shall (Reimburse) (Not Reimburse) the lessee for attorney fees. The amount to be refunded to the lessee is \$ 0. If any attorney fees is to be refunded, it shall be paid to the lessee directly.

**MANUFACTURER REFUNDS TO THE LESSEE THE FOLLOWING:**

Expert cost paid by the lessee [refer to part one b, (i)]	\$ <u>0</u>
Plus, Attorney fees paid by the lessee [refer to part one b, (ii)]	\$ <u>0</u>
Equals total refund to the lessee	\$ <u>0</u>

ii) **PART TWO: LESSOR REFUNDS TO LESSEE:**

Pursuant to O. C. G. A., Section 10-1-784 (a) (2), the lessor shall return to the lessee a sum equal to the allowance for any trade in, and down payment or initial balloon payment made by the lessee, and all future obligations of the lessee to the lessor shall cease.

Trade in allowance	\$ <u>0</u>
Plus, down payment OR initial balloon payment	\$ <u>254.93</u>
Equals total refund to lessee	\$ <u>254.93</u>

THE ARBITRATORS EXECUTED THIS DECISION ON 9<sup>th</sup> DAY OF February, 2001  
~~199~~

John C. McLean  
Arbitrator

Vincent L. Syroos  
Arbitrator

[Signature]  
Arbitrator

\_\_\_\_\_  
City and State where arbitration hearing was held.



**American Arbitration Association**  
*Dispute Resolution Services Worldwide*

L. Tanya Keith-Robinson  
 Director of Administration  
 Case Management Center

1200 Century Parkway, Suite 300, Atlanta, GA 30345-3203  
 telephone: 404 525 8101, facsimile: 404 525 8034  
<http://www.adr.org>

[REDACTED]

Lilburn, GA [REDACTED]

Volvo Cars of North America, Inc.  
 P.O. Box 914  
 Customer Service Dept.  
 Rockleigh, NJ 07647

**RECEIVED**  
 JAN 8 2001  
 CUSTOMER RELATIONS

Re: 30 178 00002 01

-And-  
 Volvo Cars of North America

**CERTIFIED MAIL RETURN RECEIPT TO CONSUMER AND MANUFACTURER**

Dear Parties:

Thank you for selecting the American Arbitration Association to assist you with your dispute resolution needs. The Association offers the highest level of administration, together with an outstanding roster of neutrals. We trust that you will agree that alternative dispute resolution is the smarter choice.

The State of Georgia Governor's Office of Consumer Affairs has forwarded to the American Arbitration Association (AAA) a request for arbitration of the above-captioned dispute pursuant to the New Motor Vehicle Warranty Rights Act. A hearing has been scheduled before three arbitrators appointed from AAA's National Panel of Arbitrators. A Notice of Hearing confirming the hearing date and location is enclosed.

To answer any questions about the arbitration process, enclosed to the consumer, or attorney if applicable, is a videotape entitled "Georgia's Motor Vehicle Warranty Rights Act Arbitration: A Consumer's Guide." This videotape shows a "Lemon Law" hearing which very closely represents what you can expect at your hearing. Written guidelines for preparation and presentation of evidence at the hearing are also enclosed.


At the hearing the parties may introduce any evidence or present any witnesses in the presentation of their case. The parties are to also attend the hearing with a witness list and/or documents list to be presented to the arbitrators and the opposing party. Please bring four (4) copies of your documentation and lists. The Consumer is to bring the vehicle to the hearing.

PLEASE NOTE that we require the videotape to be returned to AAA at the time of the hearing. Should the case settle prior to hearing, you are to mail or drop off the videotape to our office. We will mail to the consumer a self-addressed, postage paid, return envelope. For hearings held outside of Atlanta, the consumer is to mail the videotape to our office prior to the hearing.



Please feel free to call us should you have any questions regarding this procedure.

Sincerely,

  
Dale Culpepper, Case Manager  
direct line 404-320-5139  
DC:dm

cc: Office of Consumer Affairs

AMERICAN ARBITRATION ASSOCIATION

Notice of Hearing

---

January 4, 2001

[REDACTED]  
Lilburn, GA [REDACTED]

Volvo Cars of North America, Inc.  
P.O. Box 914  
Customer Service Dept.  
Rockleigh, NJ 07647

Re: 30 178 00002 01  
[REDACTED]

-And-

Volvo Cars of North America

PLEASE TAKE NOTICE that a hearing in the above-entitled arbitration will be held as follows:

PLACE: American Arbitration Assn.  
2200 Century Parkway  
Suite 300  
Atlanta, GA 30345

DATE: February 09, 2001  
TIME: 9:30 A.M.

NOTE: Please attend promptly with your witnesses and/or documentation along with a list of your witnesses and/or a list of your documents and be prepared to present your proofs. Please bring three (3) copies of your documentation and lists to be distributed to the arbitrators and opposing party.

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Tribunal Administrator  
888-320-3503

cc: Office of Consumer Affairs  
Panel of Arbitrators



**GEORGIA MOTOR VEHICLE WARRANTY RIGHTS ACT  
ARBITRATION PROGRAM**

Barry W. Reid, Administrator, Governor's Office of Consumer Affairs

**STATE ARBITRATION APPLICATION**

Failure to complete this form or supply the requested documents may result in delay or rejection of your request for arbitration. If your claim is accepted for arbitration, a copy of this form and the documents may be available to the manufacturer. Type or print clearly when completing this form. Attach copies (NOT ORIGINALS) of documents or records that are requested in Section IV.

**PERSONAL INFORMATION**

Your Name: \_\_\_\_\_ H. \_\_\_\_\_  
(Last) (First) (Middle Initial)  
 Address: \_\_\_\_\_ Lilburn GA \_\_\_\_\_  
(Street) (City) (State) (Zip)  
 Home Phone: \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_

If you are the Leasing Company (Lessor), complete above information and list company name:

Make: Volvo Model: 570 Year: 99 Style: Sedan  
(Chev, Dodge, Nissan, etc.) (Cavalier, Caravan, etc.) (Sedan, Coupe, etc.)

Vehicle ID No. (VIN#): YV1L556D6X1 Current odometer reading: 33830

Original delivery date: 5/11/99 Odometer reading of vehicle at purchase/lease: 360

Is this vehicle:  Purchased  Leased

Was this vehicle originally purchased or leased in Georgia?  Yes  No

Is this vehicle currently registered in Georgia?  Yes  No

Sales/Lease Dealer Name: Oyer + Oyer Volvo

Sales/Lease Dealer Address: 5260 Peachtree Ind. Blvd. Chamblee GA  
30341

Was this vehicle purchased or leased under a business name?  Yes  No

If yes, list business name and address: \_\_\_\_\_

If this vehicle has a lienholder, list lienholder name/address/phone no.: Volvo Finance N.A.  
Richardson, TX

Names of other registered owners: \_\_\_\_\_

### III. REPAIR HISTORY

List each defect separately. List only defect(s) that have NOT been resolved. Remember: Only list defect(s) that have met the required number of repair attempts. If you are unsure if the defect(s) has met the required number of repair attempts, contact our Office. If your claim involves more than 3 defects, attach additional pages following the same format. Each repair order may be listed more than once if it relates to more than one defect.

DEFECT 1 Description: Check Engine Light, Warning Lights On

Is this a 'serious safety defect'?  Yes  No

Repair Order#	Copy Enclosed	Date To Dealer	Date Vehicle Returned	Dealer Name	Mileage
<u>20984</u>	<input checked="" type="checkbox"/>	<u>6/19/99</u>	<u>6/19/99</u>	<u>Oyer - Oyer Volvo</u>	<u>2073</u>
<u>21047</u>	<input checked="" type="checkbox"/>	<u>6/22/99</u>	<u>6/22/99</u>	<u>Oyer - Oyer Volvo</u>	<u>2220</u>
<u>22597</u>	<input checked="" type="checkbox"/>	<u>8/16/99</u>	<u>8/18/99</u>	<u>Oyer - Oyer Volvo</u>	<u>5000</u>
<u>93093</u>	<input checked="" type="checkbox"/>	<u>6/19/00</u>	<u>6/19/00</u>	<u>Volvo of Savannah</u>	<u>18331</u>

DEFECT 2 Description: Car Stalled Out

Is this a 'serious safety defect'?  Yes  No

Repair Order#	Copy Enclosed	Date To Dealer	Date Vehicle Returned	Dealer Name	Mileage
<u>22597</u>	<input checked="" type="checkbox"/>	<u>8/16/99</u>	<u>8/18/99</u>	<u>Oyer - Oyer Volvo</u>	<u>5000</u>
<u>29547</u>	<input checked="" type="checkbox"/>	<u>4/25/00</u>	<u>5/1/00</u>	<u>Oyer - Oyer Volvo</u>	<u>15678</u>
_____	<input type="checkbox"/>	<u>   /   /   </u>	<u>   /   /   </u>	_____	_____
_____	<input type="checkbox"/>	<u>   /   /   </u>	<u>   /   /   </u>	_____	_____

DEFECT 3 Description: \_\_\_\_\_

Is this a 'serious safety defect'?  Yes  No

Repair Order#	Copy Enclosed	Date To Dealer	Date Vehicle Returned	Dealer Name	Mileage
_____	<input type="checkbox"/>	<u>   /   /   </u>	<u>   /   /   </u>	_____	_____
_____	<input type="checkbox"/>	<u>   /   /   </u>	<u>   /   /   </u>	_____	_____
_____	<input type="checkbox"/>	<u>   /   /   </u>	<u>   /   /   </u>	_____	_____
_____	<input type="checkbox"/>	<u>   /   /   </u>	<u>   /   /   </u>	_____	_____

Check if your vehicle has been out-of-service for 30 or more days for one or more defect(s).

Check if your claim is based on more than 3 defects. Remember to list each additional defect in the same format as you did for Defect 1, 2 and 3.

## IV. DOC. CHECKS

You must submit copies (NOT ORIGINALS) of the documents listed below. Check each document you submit with this application. For any document not submitted, please provide a statement of why you are not submitting the document with this application. If you are missing a document, send a dated, written statement to the dealer, manufacturer or other source asking for the missing documentation.

- All repair orders listed
- Letter to manufacturer requesting final repair  
 List date manufacturer received letter 6/29/00  
 List date manufacturer responded 7/6/00
- Certified return receipt card for this letter
- Manufacturer's response letter (if applicable) *no letter, dealer called for mfg. to set appt.*
- Letter to manufacturer requesting replacement or repurchase  
 List date manufacturer received letter 9/13/00  
 List date manufacturer responded 9/29/00
- Certified return receipt card for this letter
- Manufacturer's response letter (if applicable) *no letter. Volvo rep called*
- If vehicle is leased, letter to lessor requesting election of replacement or repurchase  
 List date lessor received letter 7/28/00  
 List date lessor responded      *lessor did not respond*
- Certified return receipt card for this letter
- Lessor's response letter (if applicable)
- If vehicle is leased and lessor did make election for repurchase or replacement vehicle, letter notifying the manufacturer whether lessor elected a replacement or repurchase vehicle  
 List date manufacturer received letter       
 List date manufacturer responded      *lessor did not respond*
- Certified return receipt card for this letter
- Manufacturer's response letter (if applicable)
- Certificate of original registration of vehicle
- Purchase or lease agreement
- Finance agreement (if applicable)
- Manufacturer's warranty summary page identifying the years and mileage of warranty *listed on lease agreement*
- Letter(s) requesting missing documents (if applicable)
- Statement(s) of explanation regarding any document not submitted (if applicable)

If you have been through any other dispute resolution procedure regarding this vehicle, check which program:  BBB Autoline  Ford's DSB  State Arbitration

If you have been through any of the dispute resolution procedures listed above, submit copies of:

- The arbitration decision letter
- Notice of acceptance/rejection

**SCHEDULING INFORMATION**

Please list the dates during the NEXT 60 days when you (or your attorney, if you have one) WILL NOT be available for an arbitration hearing:

You have a right to be represented by an attorney. Do you intend to be represented by an attorney?

Yes  No

If Yes, Attorney Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Firm Name/Address: \_\_\_\_\_

**VEHICLE INFORMATION**

Will you be requesting a repurchase or replacement vehicle at arbitration?  Replacement  Repurchase

**NOTE: ALL REGISTERED OWNERS MUST SIGN BELOW. APPLICATION WILL NOT BE PROCESSED WITHOUT PROPER SIGNATURES.**

I have read the above information and declare it to be true and accurate to the best of my knowledge. Furthermore, I understand that state law provides that if I participate in procedures under the Georgia Motor Vehicle Warranty Rights Act, I will be deemed to have waived and given up other rights I might have under the Uniform Commercial Code provisions of state law (Official Code of Georgia Annotated Sections 11-2-602 through 11-2-609). I understand that I have a right to consult with a private attorney prior to signing and surrendering these rights. I hereby surrender and waive any rights I may have under the provisions of the Official Code of Georgia Annotated Sections 11-2-602 through 11-2-609.

\_\_\_\_\_  
Signature County Date 10-20-00

\_\_\_\_\_  
Signature County Date 10-20-00

Submit completed application and documents to:  
Barry W. Reid, Administrator  
Governor's Office of Consumer Affairs  
# 2 Martin Luther King, Jr. Drive  
Suite 356, Atlanta, Georgia 30334  
(404) 656-3790

00 OCT 24 PM 5 48

GOVERNOR'S OFFICE OF CONSUMER AFFAIRS



# GOVERNOR'S OFFICE OF CONSUMER AFFAIRS

2 Martin Luther King, Jr. Dr. • Suite 356 • Atlanta, Georgia 30334-4600  
404-656-3790 • Fax: 404-651-9018

Barry W. Reid  
Administrator

Date: 12-4-2000

American Arbitration Association  
Century Center  
2200 Century Parkway, Ste. 300  
Atlanta, Georgia 30345

OCA Case#: 000621-2000

Consumer Name: Melissa Sproull

Manufacturer: Volvo Cars of North America

Dear Panel Members:

The Office of Consumer Affairs has reviewed this application for arbitration and has reasonably determined the application to be eligible under Georgia's "Motor Vehicle Warranty Rights Act." The following defect(s), in section one, have met the requirements set forth in O.C.G.A. Section 10-1-784(a)(1) and should be considered by the panel in the arbitration proceedings.

Section two contain additional defect(s) listed by the consumer, however at the time of this Office's review, appeared not have met all eligibility requirements. The panel should give considerations at the time of hearing to any of the defect(s) for which the consumer submits additional documentation of eligibility. Any additional defect(s) that is thus determined eligible by the panel will be inclusive of the award determination.

This finding is not conclusive as to the listed defects. The panel may determine any one of them ineligible and may reject that defect pursuant to O.C.G.A. Section 10-1-787 (c).

Section One:

Defect 1: Check Engine Light, Warning Lights On

Defect 2: \_\_\_\_\_

Defect 3: \_\_\_\_\_

Section Two:

Defect 1: \_\_\_\_\_

Defect 2: \_\_\_\_\_

Defect 3: \_\_\_\_\_

If applicable: The consumer's dispute has been heard by the Informal Dispute Resolution Settlement Mechanism listed below under the provisions of WRA, Section 10-1-793(a).

NA

For your information, the purchase price for the above mentioned consumer's leased vehicle, pursuant to O.C.G.A. Section 10-1-782 (15) is as follows: \$ \_\_\_\_\_ \* To Be Provided At A Later

Mary Ann Hester  
Warranty Rights Act Unit



## GOVERNOR'S OFFICE OF CONSUMER AFFAIRS

2 Martin Luther King, Jr. Dr. • Suite 356 • Atlanta, Georgia 30334-4600  
404-656-3790 • Fax: 404-651-9018

Barry W. Reid  
Administrator

December 5, 2000

Attn: New Vehicle Lease Finance Manager  
Dyer & Dyer Volvo  
5260 Peachtree Industrial Blvd.  
Chamblee, Georgia 30341

Dear Sir/Madam:

I am making a written request for the following information. Please provide verification of the purchase price for the following vehicle:

1999 Volvo S70 GLT  
VIN: 1J4G258S4XC [REDACTED]  
Leased purchase date: 05-11-1999  
Leased by: [REDACTED]

The price needed would be the actual amount that the lessor, Volvo Finance North America, paid for said vehicle on behalf of the lessee. We would also need information regarding any trade-in involved with the acquisition of the above referenced vehicle. This information is needed for an impending State Arbitration Hearing pursuant to the Georgia Motor Vehicle Warranty Rights Act. Please respond in writing by mail at the address below or by fax at (404) 651-9018 no later than December 15, 2000. If you have questions, please contact me at (404) 651-9396.

Sincerely,

*Gaye Hayles-Newton*  
Gaye Hayles-Newton  
Warranty Rights Act Unit



**NOTICE TO MANUFACTURER OF FINAL OPPORTUNITY TO REPAIR FORM**

Pursuant to Georgia's Motor Vehicle Warranty Rights Act, O.C.G.A., Section 10-1-784 (a) (1), notice is given that the manufacturer, its agent, or the new motor vehicle dealer has been unable to repair or correct the nonconformity (ies) listed below in the new motor vehicle described below. (note: consumers should only list defect(s) that have met the required reasonable number of repair attempts on this form).

computer/software errors

DEFECT #1 Check Engine Light on, ECM 4308, ECM 2A2A, HO2S Sensor

DEFECT #2 Check Engine Light on, Oxygen Sensor

DEFECT #3 ETS - MIL Lights on, makes car idle rough, little accel.

DEFECT #3 (continued) car had to be towed, no acceleration. throttle body intake

DEFECT #4 car stalled, low idle, no acceleration.

DEFECT #5 check engine light on, trans arrow flashing, ECM 5300 TCM  
fault, TCM code

VEHICLE MAKE Volvo MODEL S70 YEAR 1999

VEHICLE ID NO. YV1LS56D6X1 [REDACTED]

NAME/CITY/STATE/ADDRESS OF SELLING DEALER OR LESSOR:  
Dyer + Dyer Volvo 9260 Peachtree Industrial Blvd, Atlanta GA 30341

DATE OF DELIVERY 5/11/99 CURRENT ODOMETER READING 18,632

NAME/CITY/STATE/ADDRESS OF THE FACILITY WHERE REPAIRS WERE MADE:  
Dyer + Dyer Volvo 3373 Satellite Blvd, Duluth, GA 30096 and Volvo of Savannah, 8301 White Bluff Rd, Savannah, GA 31406

DATE(S) OF REPAIR 6/19/99, 6/22/99, 8/16/99, 4/25/00, 6/19/00

**I AM REQUESTING THAT YOU MAKE A FINAL ATTEMPT TO CORRECT THE ABOVE REPORTED DEFECT(S) OR CONDITION(S). I CAN BE CONTACTED AT:**

CONSUMER NAME [REDACTED] HOME PHONE [REDACTED]

ADDRESS [REDACTED] Lilburn, GA WORK PHONE [REDACTED]

CONSUMER SIGNATURE [REDACTED] TODAY'S DATE 6-25-00

REMEMBER TO MAKE A COPY OF THIS FORM FOR YOUR RECORDS AND SEND THE ORIGINAL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE MANUFACTURER AT THE ADDRESS PROVIDED IN YOUR OWNERS MANUAL. IF YOUR VEHICLE IS MOTOR HOME, NOTICES MUST BE SENT TO ALL KNOWN MANUFACTURERS.



July 25, 2000

[REDACTED]  
Lilburn, GA [REDACTED]  
[REDACTED]

Contract# 10302699-3

Volvo Finance North America  
1700 Jay Ell Drive  
Richardson, TX 75081-1834  
Attn: Customer Service

Please find the attached "Request of Lessor to Elect Replacement or Repurchase Form" where I am requesting that my lease for the Volvo S70, Contract# 10302699-3, VIN# YV1LS66D6X [REDACTED] be terminated under the Georgia Motor Vehicle Warranty Rights Act.

This Volvo S70 has been in for repair five times within 14 months for computer/software problems. After notifying Volvo Cars of North America of the problems, one final repair attempt was made. The sixth and final repair attempt was unsuccessful in locating the problem. At this point, the car has been out of service for a total of 19 days. I am now requesting that my lease for this vehicle be terminated due to the unreliability and possible safety concerns resulting from the computer/software problems (i.e. if the computer cannot operate the engine correctly, is it going to know when to implode the airbags?).

As stated previously, I prefer that my lease be terminated so I can purchase a car from another manufacturer. I do not want a replacement vehicle from Volvo. Should you have any questions or need additional information, please contact me at the address or telephone number listed above.

Thank you for your prompt attention to this matter.

Regards,

[REDACTED]

**REQUEST OF LESSOR TO ELECT REPLACEMENT OR REPURCHASE FORM**

Pursuant to Georgia's Motor Vehicle Warranty Rights Act, O.C.G.A., Section 10-1-784 (a) (2), notice is given to request the lessor to elect a repurchase or replacement vehicle. Notice is given that the lessor has (30) thirty days to elect either a repurchase or replacement vehicle, and that if the lessor fails to make such an election within (30) thirty days, the lessor will be bound by the election made by the consumer (lessee). If the lessor does elect either a repurchase or replacement vehicle, the lessor shall notify the consumer (lessee) of such election by certified mail, return receipt requested.

VEHICLE MAKE Volvo MODEL S70 YEAR 99

VEHICLE ID NO. YV1L55606X1 [REDACTED]

NAME/CITY/STATE/ ADDRESS OF LEASING COMPANY:

Volvo Finance N.A. 1700 Jay Ell Dr. Richardson, TX 75081

DATE OF VEHICLE DELIVERY 5/11/99 CURRENT ODOMETER READING 19548

DATE OF REQUEST FOR FINAL REPAIR ATTEMPT 6/25/00

IF THE MANUFACTURER RESPONDED IN (7) SEVEN DAYS FROM THE RECEIPT OF YOUR FINAL REPAIR ATTEMPT REQUEST NOTICE, LIST THE FOLLOWING:

DATE OF FINAL REPAIR 7/12/00

NAME OF THE FACILITY THE FINAL REPAIR ATTEMPT TOOK PLACE:

Dyer - Dyer Volvo

DOES THE DEFECT(S) OR CONDITION(S) CONTINUE TO EXIST?  YES or NO

.....

CONSUMER (LESSEE) NAME [REDACTED] HOME PHONE [REDACTED]

ADDRESS [REDACTED] Lilburn, GA WORK PHONE [REDACTED]

CONSUMER (LESSEE) SIGNATURE [REDACTED] TODAY'S DATE 7-25-00

**REMEMBER MAKE A COPY OF THIS FORM FOR YOUR RECORDS AND SEND THE ORIGINAL BY CERTIFIED MAIL, RETURN RECEIPT REQUEST TO THE LESSOR IDENTIFIED ON YOUR CONTRACT. NOTE: REVIEW YOUR CONTRACT FOR ANY LESSOR REASSIGNMENT.**

**REPLACEMENT OR REPURCHASE REQUEST FORM**

Pursuant to Georgia's Motor Vehicle Warranty Rights Act, O.C.G.A., Section 10-1-784 (a) (1), notice is given of the request for repurchase or replacement vehicle.

VEHICLE MAKE Volvo MODEL 570 YEAR 99

VEHICLE ID NO. JV1L556D6X1 [REDACTED]

NAME/CITY/STATE/ADDRESS OF THE SELLING OR LEASING DEALER:  
Dyer - Dyer Volvo, 5260 Peachtree Ind. Blvd. Atlanta, GA 30341

DATE OF VEHICLE DELIVERY 5/11/99 CURRENT ODOMETER READING 21,102

DATE OF REQUEST FOR FINAL REPAIR ATTEMPT 6-25-00

IF THE MANUFACTURER RESPONDED IN (7) SEVEN DAYS FROM THE RECEIPT OF YOUR FINAL REPAIR ATTEMPT REQUEST NOTICE, LIST THE FOLLOWING:

DATE OF FINAL REPAIR 7/12/00

NAME OF THE FACILITY THE FINAL REPAIR ATTEMPT TOOK PLACE:  
Dyer - Dyer Volvo Gwinnett

DOES THE DEFECT(S) OR CONDITION(S) CONTINUE TO EXIST?  YES or  NO

**I AM REQUESTING THAT YOU REPLACE OR REPURCHASE (CIRCLE ONE) THE VEHICLE DESCRIBED ABOVE WITHIN (30) THIRTY DAYS FROM THE RECEIPT OF THIS NOTICE. I CAN BE REACHED AT:**

CONSUMER NAME [REDACTED] HOME PHONE [REDACTED]

ADDRESS [REDACTED] Lilburn, GA WORK PHONE [REDACTED]

CONSUMER SIGNATURE [REDACTED] TODAY'S DATE 9-1-00

REMEMBER MAKE A COPY OF THIS FORM FOR YOUR RECORDS AND SEND THE ORIGINAL BY CERTIFIED MAIL, RETURN RECEIPT REQUEST TO THE MANUFACTURER AT THE ADDRESS PROVIDED IN YOUR OWNERS MANUAL. IF YOUR VEHICLE IS A MOTOR HOME, NOTICES MUST BE SENT TO ALL KNOWN MANUFACTURERS.

**DYER & DYER VOLVO**

3375 SATELLITE BLVD.  
DULUTH, GEORGIA 30096  
(878) 475-9330  
www.dyervolvo.com



A Sonic Automotive Dealership

LILBURN, GA

SERVICE ADVISOR **MIKE MILITELLO**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE DATED	INVOICE NO.
19JUN99	19JUN99	4441	YV1L856D6X1	5007			19JUN99	20984
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	WORKED BY	SA
09:24	09:59	1999	VOLVO S70GLT		72.00	11MAY99	944	20785
MESSAGE IN	MESSAGE OUT	LICENSE NO.						
2073	2073							

A CUST STATES THAT THE CHECK ENGIEN LIGHT IS ON.  
SOP PARTS NOT IN STOCK AT THIS TIME; THEY HAVE BEEN ORDERED UNDER YOUR NAME, AND YOU WILL BE NOTIFIED BY MAIL WHEN THEY ARRIVE.

55 C 0.00 0.00  
INITIATED VADIS - RETRIEVED ECM 4308 & ECM 2A2A REAR H02S SENSOR PRE-HEAT. FUEL FILLER CAP WAS NOT CORRECTLY INSTALLED WHEN CHECKED - ORDERED H02S SENSOR - OK TO DRIVE UNTIL PART ARRIVES

B FULL-SERVICE CAR WASH (INCLUDES VACUUM INTERIOR, CLEAN WINDOWS, CLEAN TIRES/WHEELS) \$19.95 VALUE PERFORMED @ N/C. THANK YOU FOR ALLOWING US TO SERVICE YOUR VOLVO!  
COW FULL SERVICE CAR WASH COMPLETED  
55 C 0.00 0.00

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS,OIL,LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

PLEASE READ BEFORE SIGNING  
DISCLAIMER OF WARRANTIES: All warranties on this product, or products, are those of the manufacturer. The seller, DYER & DYER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranty.

CUSTOMER SIGNATURE

HAS THE WORK ON THIS INVOICE BEEN EXPLAINED TO YOUR SATISFACTION. YES....NO....

IS THE HOME PHONE NUMBER ON THIS INVOICE CORRECT AS OF THIS DATE ? YES....NO....

X \_\_\_\_\_

CUSTOMER

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30088  
(878) 475-8330  
www.dyerVolvo.com

**VOLVO**

A Sonic Automotive Dealership

LILBURN, GA

SERVICE ADVISOR **MIKE MILITELLO**

REPAIR ORDER NUMBER	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	WORK ORDER NO.	INVOICE NO.
22JUN99	22JUN99	4441	YVLLS56D6X1	5007	T985		22JUN99	21047
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	EST. PRY LABOR RATE	DEPOSIT PAID	APPROVED BY	SA
10:05	13:59	1999	VOLVO S70GLT		72.00	11MAY99	944	20785
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
2220	2223							

A CUST STATES THAT THE CHECK ENGINE LIGHT IS ON--CHECK FOR SOP.  
CAUSE: 10

25412-2 OXYGEN SENSOR REPLACE (B)  
77 W93 (N/C)

1 9458189 9 HEATED OXYGEN (N/C)

36001-2 VST/VCT2000 CONNECTING AND READING  
77 W93 (N/C)

28466-3 FUEL/IGNITION SYSTEM DIAGNOSTICS  
77 W93 (N/C)

FC: 105P

PART#: 9458189

COUNT:

CLAIM TYPE: 01

AUTH CODE:

B FULL-SERVICE CAR WASH (INCLUDES VACUUM INTERIOR, CLEAN WINDOWS, CLEAN TIRES/WHEELS) \$19.95 VALUE PERFORMED @ N/C. THANK YOU FOR ALLOWING US TO SERVICE YOUR VOLVO!  
CCW FULL SERVICE CAR WASH COMPLETED

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL,LOBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

## PLEASE READ BEFORE SIGNING

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CUSTOMER SIGNATURE

CUSTOMER

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30086  
(878) 476-8330  
www.dysrvolvo.com

**VOLVO**



A Sonic Automotive Dealership

LILBURN, GA

SERVICE ADVISOR **MIKE MILITELLO**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CLST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
22JUN99	22JUN99	4441	YV1LS56D6X1	5007			22JUN99	21047
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUSTOMER LABOR RATE	DELIVERY DATE	APPROVED BY	SAL
10:05	13:59	1999	VOLVO S70GLT		72.00	11MAY99	944	20785
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
2220	2223							

NO.	TYPE	AMOUNT	REMARKS	TOTAL
77	C	0.00	LOANER CAR PROVIDED BY APPT	0.00
77	C	0.00	LOANER CAR PROVIDED BY APPT	0.00

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS,OIL, LOBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00

**PLEASE READ BEFORE SIGNING**  
**DISCLAIMER OF WARRANTIES:** All warranties on this product, or products, are those of the manufacturer. The seller, DYER & DYER, hereby expressly disclaims all warranties, other express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranties.

PLEASE PAY THIS AMOUNT **0.00**

CUSTOMER SIGNATURE

HAS THE WORK ON THIS INVOICE BEEN EXPLAINED TO YOUR SATISFACTION. YES....NO....

IS THE HOME PHONE NUMBER ON THIS INVOICE CORRECT AS OF THIS DATE ? YES....NO....

X \_\_\_\_\_

**CUSTOMER**



# DYER & DYER VOLVO

3375 SATELLITE BLVD.  
 DULUTH, GEORGIA 30098  
 (678) 475-8330  
 www.dyervolvo.com



A Sonic Automotive Dealership

LILBURN, GA

SERVICE ADVISOR **MIKE MILITELLO**

REPAIR ORDER DATE	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAX NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
16AUG99	18AUG99	4441	YV1LS56D6X1	5007			18AUG99	22597
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	EST. PAY LABOR RATE	DELIVERY DATE	PREPARE DATE	SA
06:46	17:13	1999	VOLVO S70GLT		72.00	11MAY99	20785	20785
RELEASE IN	RELEASE OUT	LICENSE NO.						
5000	5000							

A CUST STATES THAT THE ETS AND MIL LIGHT COME ON WHEN THESE LIGHTS ARE ON THE VEHICLE IDLED VERY ROUGHLY AND WOULD NOT ACCELERATE.

CAUSE: 10

25128-2 THROTTLE BODY (TB) INTAKE MANIFOLD REPLACE (C)  
 70 W93 (N/C)

1 9189111 9 GASKET 9912 (N/C)

1 9451987 3 THROTTLE BODY 0003 (N/C)

1 9438298 3 EFM RELOAD (N/C)

36001-2 DIAGNOSTIC TROUBLE CODES (DTC) READING AND RESETTERS VST/VGT (B)  
 70 W93 (N/C)

36002-3 SOFTWARE CONTROL MODULE DOWNLOADING (B)  
 70 W93 (N/C)

36004-2 SOFTWARE CONTROL MODULE DOWNLOADING 1X SOFTWARE DOWNLOADING (ECM) (B)  
 70 W93 (N/C)

FC: 105H

DESCRIPTION	TOTALS	
LABOR AMOUNT		PLEASE READ BEFORE SIGNING DISCLAIMER OF WARRANTIES: All warranties on this product or products, are those of the manufacturer. The seller, DYER & DYER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranties.
PARTS AMOUNT		
GAS, OIL, LUBE		
SUBLET AMOUNT		
MISC. CHARGES		
TOTAL CHARGES		
LESS INSURANCE		
SALES TAX		
PLEASE PAY THIS AMOUNT		CUSTOMER SIGNATURE

CUSTOMER

## DYER &amp; DYER VOLVO

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30096  
(878) 475-9330  
www.dyervolvo.com

VOLVO



A SONIC AUTOMOTIVE DEALER

LILBURN, GA

SERVICE ADVISOR MIKE MILITELLO

REPORT DATE 16AUG99	GATE READY 18AUG99	STOCK NO. 4441	VEHICLE IDENTIFICATION YV11LS56D6X1	CLIME NO. 5007	TAG NO.	P.C. NO.	INVOICE PRINTED 18AUG99	INVOICE NO. 22597
TIME IN 06:46	TIME READY 17:13	YEAR 1999	MAKE & MODEL VOLVO S70GLT	TELEPHONE NO.	CURT BY LABOR RATE 72.00	ORDER DATE 11MAY99	PRINTED BY 20785	NO. 20785
MILEAGE IN	MILEAGE OUT	ENGINE NO.						
5000	5000							

PART#: 9189111  
COUNT:  
CLAIM TYPE: 10  
AUTH CODE:

B FULL-SERVICE CAR WASH (INCLUDES VACUUM  
INTERIOR, CLEAN WINDOWS, CLEAN  
TIRES/WHEELS) \$19.95 VALUE PERFORMED @  
N/C. THANK YOU FOR ALLOWING US TO SERVICE  
YOUR VOLVO!

CW FULL-SERVICE CAR WASH (INCLUDES VACUUM  
INTERIOR, CLEAN WINDOWS, CLEAN  
TIRES/WHEELS) \$19.95 VALUE PERFORMED  
@ N/C. THANK YOU FOR ALLOWING US TO  
SERVICE YOUR VOLVO!

C -----LOANER CAR PROVIDED BY APPT-----  
L -----LOANER CAR PROVIDED BY  
APPT-----

D\*\* TECH SAYS CK EXCESSIVE PULSATION UPON  
BRAKING

CAUSE: 10

51217-0 BRAKE DISCS AND PADS REAR REPLACE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

PLEASE READ BEFORE SIGNING  
DISCLAIMER OF WARRANTIES: All warranties on this  
product or products, are those of the manufacturer. The  
seller, DYER & DYER, hereby expressly disclaims all  
warranties, either express or implied, including any implied  
warranty of merchantability or fitness for a particular purpose  
and DYER & DYER neither assumes nor authorizes any other  
person to assume for it any liability in connection with the  
sale of parts or accessories. This disclaimer in no way affects  
the provisions of the manufacturer's warranties.

CUSTOMER SIGNATURE

CUSTOMER

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
 DULUTH, GEORGIA 30096  
 (878) 475-9330  
 www.dyervolvo.com

**VOLVO**



A SONIC AUTOMOTIVE COMPANY

LILBURN, GA

SERVICE ADVISOR **MIKE MILITELLO**

DATE RECD	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	WORK ORDER PRINTED	INVOICE NO.
29DEC99	29DEC99	4441	YV1L556D6X1				29DEC99	26673
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	LABOR RATE	INVOICED DATE	INVOICED BY	SA
11:26	16:04	1999	VOLVO S70GLT		79.00	11MAY99	420	20785
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
10642	10642							

L ===== LOANER CAR PROVIDED BY					
APPT =====					
37 C			0.00		0.00
LUBE 6.5 QTS OIL					
PO#26673					
LUBE			18.13		18.13
FC:					
CUSTOMER PAY EPA FEE & SHOP MATERIALS FOR REPAIR			1.50		1.50

**IMPORTANT**  
 Volvo will survey you on your last visit to "us." This is our report card. Because of the importance of this card to us, as well as you, we hope you will rate us **EXCELLENT**:

Excellent = 100 A  
 Good = 80 P  
 Fair = 60 F  
 Poor = 40 P

If you feel you cannot give us an "important" rating, please contact us immediately so I may correct the problem.

Thank You,  
 Kevin Parsons  
 878-475-9330

<b>** PRE-INVOICE **</b>		<b>DESCRIPTION</b>	<b>TOTALS</b>
		LABOR AMOUNT	12.15
		PARTS AMOUNT	7.80
		GAS,OIL, LUBE	18.13
		SUBLET AMOUNT	0.00
		MISC. CHARGES	1.50
		TOTAL CHARGES	39.58
		LESS INSURANCE	7.42
		SALES TAX	0.56
		PLEASE PAY THIS AMOUNT	32.72

PLEASE READ BEFORE SIGNING  
**DISCLAIMER OF WARRANTIES:** All warranties on this product, or products, are those of the manufacturer. The seller, DYER & DYER, hereby expressly declines all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranty.

CUSTOMER SIGNATURE

HAS THE WORK ON THIS INVOICE BEEN EXPLAINED TO YOUR SATISFACTION. YES....NO....

IS THE HOME PHONE NUMBER ON THIS INVOICE CORRECT AS OF THIS DATE ? YES....NO....

X \_\_\_\_\_

*DEC 29 1999  
 at Cash.*

**CUSTOMER**

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30088  
1878) 475-9330  
www.dyervevo.com

**VOLVO**



A Sonic Automotive Dealer

LILBURN, GA

SERVICE ADVISOR **KEITH JOHNSON**

DATE IN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CURT. NO.	TAG NO.	P.O. NO.	WORK ORDER	WARRANTY
25APR00	01MAY00	4441	YV1LS56D6X1	5007			01MAY00	29547
TIME	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CURT. PAY LABEL NO.	DEPT. RATE	PERIOD	MPG
18:04	09:08	99	VOLVO S70GLT		79.00	11MAY99	944	59
VEHICLE	MESSAGE	MESSAGE	MESSAGE	MESSAGE	MESSAGE	MESSAGE	MESSAGE	MESSAGE
15678	15678							

2 9178939 6 LAMP SOCKET	(N/C)
2 980557 3 BULB	(N/C)
35230-2 TURN SIGNAL/PARKING UNIT FRONT	
REPLACE (C)	
18 W93	(N/C)
PC: 105P	
PART#: 9178939	
CLAIM TYPE: 01	
ALTE CODE:	
D.C/S CAR STALLED OUT THIS MORNING WHEN GOING INTO REVERSE / PUT BACK INTO PARK & RE-STARTED / SAME PROBLEM AFTER WORK TODAY, BUT DIDN'T STALL OUT-JUST FELT LIKE LOW IDLE	
CAUSE: 10	
16004 2 SOFTWARE CONTROL MODULE	
DOWNLOADING LX SOFTWARE DOWNLOADING	
(C/C) (N/C)	
18 W93	(N/C)
1 8623506 4 UPGRADE ECM	(N/C)
PC: 105P	
PART#: 8623506	

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

**PLEASE READ BEFORE SIGNING**  
**DISCLAIMER OF WARRANTIES:** All warranties on this product, or products, are those of the manufacturer. The seller, DYER & DYER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranties.

CUSTOMER SIGNATURE

CUSTOMER

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30098  
(878) 475-8330  
www.dyeranddyer.com

**VOLVO**



A Sonic Automotive Dealership

LILBURN, GA

SERVICE ADVISOR **KEITH JOHNSON**

DATE IN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUSTOMER NO.	TAG NO.	P.O. NO.	INVOICE DATED	INVOICE NO.
25APR00	01MAY00	4441	YV1LS56D6X	5007			01MAY00	29547
START TIME	FINISH READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUSTOMER PAY LABOR RATE	DEPOSIT DATE	REPAIR BY	SA
18:04	09:08	99	VOLVO S70GLT		79.00	11MAY99	944	59
WARRANTY	MILEAGE OLD	DEPOSIT NO.						
15678	15678							

COUNT: \_\_\_\_\_  
CLAIM TYPE: 01  
AUTH CODE: \_\_\_\_\_

**\*\*\*NO LOANER CAR AVAILABLE\*\*\***  
NL **\*\*\*NO LOANER CAR AVAILABLE\*\*\***

NO WASH	18	C	0.00	0.00
OK >	18	C	0.00	0.00
LUBE 6.5 QTS OIL				
PO#29547				
CLUBE	18.13		18.13	
EST. 204.95	25APR00	18:04	SA: 59	
CUSTOMER PAY EPA FEE & SHOP MATERIALS FOR REPAIR			14.85	

**IMPORTANT**  
We will serve you on your last visit to "us." This is our repeat care. Because of the importance of this statement to us as well as you, we hope you will take it seriously.

Excellent = 100 A  
 Good = 90 F  
 Fair = 80 F  
 Poor = 60 F

If you feel you cannot give us an "Excellent" rating, please contact our technicians so we can correct the problem.

Thank You,  
Keith Johnson  
878-475-8330

**\*\* PRE-INVOICE \*\***

DESCRIPTION	TOTALS
LABOR AMOUNT	148.45
PARTS AMOUNT	45.96
GAS,OIL,LUBE	18.13
SUBLET AMOUNT	0.00
MISC. CHARGES	14.85
TOTAL CHARGES	227.39
LESS INSURANCE	0.00
SALES TAX	2.76
PLEASE PAY THIS AMOUNT	230.15

**PLEASE READ BEFORE SIGNING**  
**DISCLAIMER OF WARRANTIES:** All warranties on this product or products, are those of the manufacturer. The seller, DYER & DYER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranties.

CUSTOMER SIGNATURE \_\_\_\_\_

HAS THE WORK ON THIS INVOICE BEEN EXPLAINED TO YOUR SATISFACTION. YES....NO....

IS THE HOME PHONE NUMBER ON THIS INVOICE CORRECT AS OF THIS DATE ? YES....NO....

X \_\_\_\_\_

**CUSTOMER**

48435

93093

**VOLVO of Savannah**

Savannah International Motors, Inc.  
6301 White Bluff Road Savannah, Georgia 31408  
Fed. ID# 26-1097634  
Savannah 927-0741 or Toll Free 1-800-678-6410  
Fax (912) 922-6343

\*INVOICE\*

PAGE 1

LILBURN, GA  
HOME: [REDACTED]

BUS:

SERVICE ADVISOR: 81 CHARLES STELLING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	99	VOLVO S70	YV1LS56D6K1 [REDACTED]		18331/18338	T3785	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11MAY1999		11MAY2003	15:00 19JUN00		0.00	CASH	19JUN2000
R.O. OPENED		READY	OPTIONS: DLR:NSD ENG:B5254T				

11:41 19JUN00	14:43 19JUN00						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

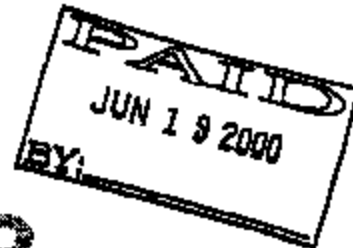
A CHECK ENGINE LIGHT IS ON AND TRANS ARROW IS FLASHING  
43726-2 AUTOMATIC TRANSMISSION ROAD TEST (A)  
7 ISIM

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00

18338 ECM CODE 530D TCM FAULT & TCM 0045 TRANS OIL TEMP. TEMP IS READING CORRECT AT THIS TIME, NOT HIGH (HOT). FLUID LEVEL IS OK AND CODITION IS OK. CLEARED CODES, PERFORMED STALL TEST AND THE OIL TEMP TRANS CODE NEVER ENTERED.

THANK YOU!!

WE APPRECIATE YOUR BUSINESS! YOU MAY RECEIVE A PHONE CALL TO RATE OUR PERFORMANCE. IF FOR ANY REASON YOU CAN NOT RATE US AS EXCELLENT AND EXCEEDING YOUR EXPECTATIONS, PLEASE LET US KNOW. IN ANY QUESTIONS BE THE #1 DEALER, YOUR GOOD FEELINGS ARE UNACCEPTABLE. YOUR COMMENTS WILL BE OUR GOAL. THANKS



**CUSTOMER**

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control.

I hereby authorize the repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the car or truck to secure the amount of repairs thereto.

All work guaranteed for 12 months or 12,000 miles whichever occurs first.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE

CUSTOMER COPY

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30096  
(878) 478-8330  
www.dyervolvo.com



A Sonic Automotive Dealership

LILBURN, GA

SERVICE ADVISOR **GEORGE O'BRIEN**

REPAIR DATE	DATE REPAIRED	WORK ORDER NO.	VEHICLE IDENTIFICATION	CRS# NO.	TAX NO.	P.L.# NO.	INVOICE NO.	INVOICE NO.
12JUL00	18JUL00		YVLLS56D6K	5007			19JUL00	31540
TIME IN	TIME OUT	YEAR	MAKE & MODEL	EXPIRES ON	LABOR RATE	DATE	STOCK	SA
09:11	19:18	99	VOLVO S70GLT		79.00	11MAY99	150	150
RELEASE	WARRANTY	LEASE NO.						
19239	19448							

A C/S CHECK ENGINE AND WINTER MODE LIGHTS ARE ON AGAIN  
 CAUSE: 10  
 28157-3 TEST BOX CONNECTION/DISCONNECTION  
 18 W93 (N/C)  
 1 9496116 6 SENSOR (N/C)  
 1 3515267 7 TEMPERATURE (N/C)  
 -1 9496116 6 SENSOR (N/C)  
 43764-1 AUTOMATIC TRANSMISSION FAULT TRACING DTC (B)  
 18 W93 (N/C)  
 43757-3 TEST BOX CONNECT/DISCONNECT (N/C)  
 43753-3 OIL TEMP. SENSOR AUTO. REPLACE (N/C)  
 28319 FAULT TRACE WIRING HARNESS UNDER ENGINE BAY (N/C)  
 18 W93 (N/C)  
 EC: 105H  
 PART#: 9496116  
 CLAIM TYPE: 01  
 ACPH CODE:

DESCRIPTION	TOTAL
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

PLEASE READ BEFORE SIGNING  
 DISCLAIMER OF WARRANTIES: All warranties on this product, or products, are those of the manufacturer. The seller, DYER & DYER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranties.

CUSTOMER SIGNATURE

CUSTOMER

GWIN PAID: 06/07/1999 \$24.00 104  
011669-013 128GS W0441757



05/07/2000 MV 1Z  
EXPIRATION DATE

STATE OF GEORGIA  
REGISTRATION

ALL TAG & TITLE APPLICATIONS MUST BE SIGNED BY THE OWNER

TAG OFFICE ONLY

MM N A	YY A	VEHICLE COLOR B L U	PLATE TYPE	TAG NUMBER W 0 4 4 1 7 5 7	DECAL NUMBER
VID/TAX CODE	VALUATION	COUNTY AD VALOREM TAX	MANUFACTURER'S ID NUMBER	MAKE OF VEHICLE	
TAX DISTRICT	MILL RATE	LICENSE TAG FEE	YR 99	TYPE OF BODY 4DR	MODEL 8708
COUNTY NUMBER 616	TEMP. REGISTRATION FEE	MFG FEE SPECIAL TAG	NEW OR USED NEW	PREVIOUS TAG	DATE PURCHASED 05/11/99
COMPLETE FOR ALL TRUCKS		SPECIAL TAG FEE	NEW OR USED	PREVIOUS TAG	PLATE TYPE
GROSS WEIGHT OF VEHICLE & LOAD	TITLE FEE (BASED ON ORIGINAL REPLACEMENT TAGS)	CURRENT TITLE NUMBER	PREVIOUS DISCALATION		
TYPE OF TRAILER PULLED	NO. OF AXLES	TITLE PENALTY	PREVIOUS DISCALATION		
PRODUCT HAULED?	TAG TRANSFER FEE	MAIL FEE \$1.00	VOLVO FINANCE N.A. INC		
COMPLETE FOR ALL VEHICLES		MAIL FEE \$1.00	3394 SUMMIE DR		
GEORGIA COUNTY OF RESIDENCE SUNNYSIDE	20% TAG PENALTY	TOTAL DUE	LILBURN BA 38847		
VEHICLE BODY COLOR MILK BLUE	20% TAG PENALTY	ADJUSTED TOTAL DUE			
EMISSION CERTIFICATE NUMBER	20% TAG PENALTY				
INSURANCE COMPANY GEICO	20% TAG PENALTY				
INSURANCE POLICY NUMBER 3242839	20% TAG PENALTY				

PUT STAMP HERE IF

1. NO FOLDS OR STAMPS WHICH CANNOT BE SEEN BY A POLICE OFFICER OR OTHER AUTHORITY SHALL BE ALLOWED ON THIS TAG. A FOLDED TAG IS SUBJECT TO A FINE UP TO \$200 OR BY IMPROPER USE OF UP TO 6 MONTHS OR BOTH. THE STATEMENTS CONTAINED HEREIN ARE TRUE AND ACCURATE. I DO CERTIFY THAT THE VEHICLE DESCRIBED IS COVERED BY LIABILITY INSURANCE AS REQUIRED BY GEORGIA LAW WITHIN 30 DAYS OF THE DATE OF PURCHASE. O.C.G.A. 40-2-28 AS AMENDED

DYER & DYER VOLVO 16656  
*C. Dyer*  
 NONE

DYER & DYER VOLVO  
 5250 PEACHTREE INDUSTRIAL BLVD.  
 CHAMBLEE, GA 38241

OWNER'S CERTIFICATE OF REGISTRATION



# VOLVO

# LEASE AGREEMENT

DEPT. # 3887  
NORTH AVENUE, SUITE 100, BOSTON, MA 02118

Lease Date **05/11/99**

The words "me" and "my" in this Lease refer to the Lessee(s). The words "you" and "your" in this Lease refer to the Lessor and to anyone to whom this Lease may be assigned. I agree to lease the Vehicle described below according to the terms on the front and back of this Lease. I agree to make payments due under this Lease to the address on your invoices or as otherwise directed by you. You are making the disclosures on your behalf and on behalf of the Assignee (identified in the Acceptance and Assignment section below). I WILL HAVE NO EQUITY OR OWNERSHIP RIGHTS IN THE VEHICLE, UNLESS I PURCHASE THE VEHICLE UNDER THE TERMS OF MY PURCHASE OPTION.

Lessee(s) - Name(s) and Billing Address		Lessor - Name and Address	
[Redacted]		[Redacted]	
Street	City	Street	City
<b>SHINNETT</b>	[Redacted]	[Redacted]	[Redacted]
County	State	County	State
[Redacted]	[Redacted]	[Redacted]	[Redacted]
Vehicle Description		Drive (if business lease)	
New, Used, Demo	Year	Make	Model
<b>NEW</b>	<b>99</b>	<b>VOLVO</b>	<b>S70</b>
Color	VIN	Color	VIN
<b>NAUT BLUE</b>	[Redacted]	[Redacted]	[Redacted]
RETAILER/DEALER INSTALLED OPTIONS/ACCESSORIES			

**FEDERAL DISCLOSURES**

Itemization of Amount Due at Lease Signing or Delivery	N.A.
Amount Due at Lease Signing	N.A.
Capitalized Cost Reduction	N.A.
Tax on Capitalized Cost Reduction	N.A.
First Monthly Payment	N.A.
Last Monthly Payment	N.A.
Single Payment	N.A.
Tax on Single Payment	N.A.
Refundable Security Deposit	N.A.
Accident Forgiveness	N.A.
Theft Forgiveness	N.A.
Reduction in Premium	N.A.
Maintenance Plan	N.A.
Service Contract	N.A.
Other (specify)	N.A.
<b>How the Amount Due at Lease Signing will be paid:</b>	
Net trade-in allowance	N.A.
Rebates and non-cash credits	N.A.
Amount to be paid in cash	<b>784.92</b>
<b>Total</b>	<b>784.92</b>

My monthly payment is determined as shown below:

**Gross Capitalized Cost**  
The agreed upon value of the Vehicle (\$ **33,949.97**) and any items I pay over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) **3,395.47**

**Adjusted Capitalized Cost**: The amount used in calculating my Base Monthly/Single Payment is \$ **37,345.44**

**Residual Value**: The value of the Vehicle at the end of the Lease used in calculating my Base Monthly/Single Payment is \$ **18,146.70**

**Depreciation and any Amortized Amounts**: The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term or in my Single Payment is \$ **1,544.77**

**Rent Charge**: The amount charged in addition to the Depreciation and any Amortized Amounts is \$ **711.51**

**Total of Base Monthly/Single Payments**: The Depreciation and any Amortized Amounts plus the Rent Charge is \$ **1,626.28**

**Lease Term**: The number of months in my Lease (In a Single Payment Lease, the number one) is **39**

**Base Monthly/Single Payment** is \$ **424.52**

**Sales/Tax** is \$ **25.47**

**Other (specify)** is \$ **N.A.**

**Total Monthly/Single Payment** is \$ **449.99**

**Excessive Wear and Use**: I may be charged for excessive wear based on your standards for normal use and for mileage in excess of **12,000** miles per year at the rate of 15¢ per mile.

**Purchase Option at End of Lease Term**: I have an option to purchase the Vehicle at the end of the Lease Term for the Residual Value plus a purchase option fee of \$150 and applicable taxes.

**Other Important Terms**: See the leased document for additional information on early termination, purchase options, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

These are amounts payable over the Lease term and are included. Any taxes and fees payable at Lease Signing or Delivery or added to the Base Monthly/Single Payment are included in this amount. The actual total amount for fees and taxes will be determined by the tax rates and fees in effect during the Lease Term.

a. Title, License, Registration & Official Fees	\$ 126.75
b. Use or Rental Receipts Tax	\$ 1007.25
c. Personal Property Tax	\$ 0.00
d. Emission/Safety Tax Fee	\$ 0.00
e. Other (specify) <b>LIQUOR TAX</b>	\$ 0.00
<b>Total of Estimated Fees and Taxes</b>	<b>\$ 1134.00</b>

Agreed upon Value of the Vehicle	\$ 33,500.00
Sales Tax	\$ 0.00
Other Taxes	\$ 0.00
Acquisition Fee	\$ 0.00
Title/Initial Registration Fees	\$ 0.00
Outstanding Prior Lease or Credit Balance	\$ 0.00
Service Contract	\$ 0.00
Maintenance Plan	\$ 0.00
Other (specify) <b>Etch</b>	\$ 0.00
Other (specify)	\$ 0.00
<b>Gross Capitalized Cost</b>	<b>\$ 33,500.00</b>

**3. OPTIONAL MAINTENANCE PLAN OR SERVICE CONTRACT**

Although I am not required to do so, I may choose to buy a Maintenance Plan and/or a Service Contract by initialing in the application area(s) below. A Maintenance Plan covers certain factory scheduled maintenance. A Service Contract covers the repair of certain major mechanical breakdowns of the Vehicle and related expenses. I will refer to the Maintenance Plan or Service Contract for details about coverage and duration. **YOU MAKE NO WARRANTY AS TO THE MAINTENANCE PLAN OR SERVICE CONTRACT OR THEIR ADMINISTRATORS' AND UNDERWRITERS' PERFORMANCE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THIS SERVICE.** I agree to make any inquiries to, and to seek any remedies for nonperformance solely from the Maintenance and/or Service Administrator/Underwriter and not from the Assignee or Lessor.

Maintenance Plan Price \$      N. Term:      Months or      Miles  
 Maintenance Plan Administrator Initials       
 Service Contract Price \$      N. Term:      Months or      Miles  
 Service Contract Administrator Initials     

**4. POWER OF ATTORNEY**

I authorize you, on my behalf, to settle or release any claims for damage to the Vehicle and sign my name on any checks, drafts, or claim forms under my insurance for damage to the Vehicle. I also authorize you to sign any forms for registering or titling the Vehicle.

**5. LEASE EXPIRATION.** My lease will expire 36 months from the Lease Date.

**7. WARRANTY LIMITATIONS**

a. **Manufacturer's Warranties.** If the Vehicle is a new vehicle, it is covered by the manufacturer's limited warranty and I will have the rights under that warranty. If the Vehicle is a used vehicle and the manufacturer's warranty section below is completed, it is covered by the manufacturer's warranty for the indicated remaining months/miles and I will have the warranty rights for that period.

Manufacturer's Warranty: 36 Months 50000 Miles

b. **Lessor's Warranties.** UNLESS APPLICABLE LAW REQUIRES OTHERWISE, YOU MAKE NO WARRANTIES REGARDING THE VEHICLE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND I AM LEASING THE VEHICLE "AS IS". However, if the Vehicle is a used vehicle and a box is checked below, the original Lessor and not the Assignee makes the warranty indicated.

Lessor's Warranty:  Full  Limited

I agree to continue making all of my payments without set-off, counterclaim or recoupment during any dispute about the Vehicle's condition or performance; the manufacturer's warranty of any dispute with you, except as otherwise provided by law. I agree that no Assignee is responsible for the statements, actions or repairs of the original Lessor or any other retailer/dealer relating to the Vehicle. **YOU SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**6. OTHER TERMS AND CONDITIONS.**

**9. ENTIRE AGREEMENT:** This Lease sets forth all of the agreements between you and me for the lease of the Vehicle. There is no other agreement. Any

LESSEE: [Redacted] TITLE (IF CORPORATION) [Redacted]  
 LESSOR: [Redacted] TITLE (IF CORPORATION) [Redacted]

**LESSEE ACKNOWLEDGEMENT:** I HAVE READ, UNDERSTAND AND AGREE TO THIS LEASE AND ACKNOWLEDGE HAVING RECEIVED A COMPLETELY FILLED-IN COPY OF IT. I HAVE ACCEPTED THE VEHICLE IN GOOD CONDITION WITH ALL THE OPTIONS I REQUESTED.

LESSEE SIGNATURE: [Redacted] PRINT NAME AND TITLE (IF CORPORATION): [Redacted]  
 LESSOR SIGNATURE: [Redacted] PRINT NAME AND TITLE (IF CORPORATION): [Redacted]

**ACCEPTANCE AND ASSIGNMENT.** By signing below, the Lessor accepts this Lease with me. The Lessor also hereby assigns its interest in the Lease, the Vehicle and the Guaranty to Volvo Finance North America, Inc. ("VFNA") unless the following box is checked, in which case the interests are assigned to:  Volvo Car Finance, Inc. ("VCF"). The Lessor's assignment of this Lease is subject to the Lessor's Retail Operating Agreement with the Assignee. If VCF is the Assignee, Lessor agrees the Assignment is also made pursuant to a Purchase Agreement for the Vehicle entered into by Assignee's agent, VCF, APEX, Inc. and VFNA, on behalf of Lessor.

LESSOR: DAVID E. OVEN DATE: 05/11/99  
 RETAILER/BUYER NAME: [Redacted] AUTHORIZED SIGNATURE: [Redacted] PRINT NAME: DAVID E. OVEN

**GUARANTY.** The Guarantor signing below ("Guarantor") hereby unconditionally guaranties, to the Lessor and its assigns, the timely payment and performance of the above Lessee(s) obligations under the Lease. The Guarantor will pay any expenses incurred in enforcing this Guaranty including attorney's fees and court costs. The Guarantor agrees the liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal, assignment or modification of the Lease or discharge of the Lessee's obligations. The Lessor or its assigns may proceed against the Guarantor directly without proceeding against the Lessee or including the Lessee in the action.

**THE GUARANTOR ACKNOWLEDGES RECEIVING AND READING A COMPLETELY FILLED-IN COPY OF THE LEASE AND GUARANTY.**

Guarantor: PRINT NAME: [Redacted] SIGNATURE: [Redacted] DATE: [Redacted]

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30096  
(878) 475-8330  
www.dyervolvo.com

**VOLVO**



A Sonic Automotive Dealer

LILLBURN, GA

SERVICE ADVISOR **GEORGE O'BRIEN**

DATE IN	DATE OUT	STRESS	VEHICLE IDENTIFICATION	COPI NO.	TAG NO.	PLATE NO.	DATE PRINTED	SALES NO.
12JUL00	18JUL00		YV1LS56D6X	5007			19JUL00	31540
TIME IN	TIME OUT	YEAR	MAKE & MODEL	TELEPHONE NO.	LABOR CHARGE	REPAIR PARTS	REPAIR BY	AP
09:11	19:18	99	VOLVO S70GLT		79.00	11MAY99	150	150
WARRANTY NO.	WARRANTY OUT	WARRANTY IN						
19239	19448							

RIGHTS WERE NOT ON THEIR BROCKET IN AND NO CODES WERE PRESENT. TEST DROVE CAR FOR 200 MILES. NO CODES OR LIGHTS CHECKED. PULPING HARNESS UNDER CONTROL UNIT FOR SHARING CONNECTED BREAKAGE BOX TO COM AND ECM. CHECKED ALL SIGNALS - OK. REPLAC ED TRANSMISSION TEMPERATURE SENSOR PER VOLVO PIS. PREVIOUS REPAIR ORDER FROM VOLVO OF SAVANNAH GA IS ATTACHED #31093 19 JUNE 00

===== LOANER CAR PROVIDED BY APPT =====  
===== LOANER CAR PROVIDED BY APPT =====

APPT-----  
C FULL-SERVICE CAR WASH (INCLUDES VACUUM INTERIOR, CLEAN WINDOWS, CLEAN TIRES/WHEELS) \$19.95 VALUE PERFORMED @ N/C. THANK YOU FOR ALLOWING US TO SERVE YOUR VOLVO!

APPT-----  
C FULL-SERVICE CAR WASH (INCLUDES VACUUM INTERIOR, CLEAN WINDOWS, CLEAN TIRES/WHEELS) \$19.95 VALUE PERFORMED @ N/C. THANK YOU FOR ALLOWING US TO SERVE YOUR VOLVO!

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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CUSTOMER SIGNATURE

CUSTOMER



**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30088  
(578) 478-9380  
www.dyervolvo.com

**VOLVO**



A SONIC AUTHORIZED DEALERSHIP

LILBURN, GA

SERVICE ADVISOR **KEITH JOHNSON**

DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUSTOMER NO.	TAX NO.	REG. NO.	DATE	INVOICE NO.
25APR00	01MAY00	4441 YV1LS56D6X1	5007			01MAY00	29547
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	EST. PAY LABOR RATE	DATE	SALES
18:04	09:08	99	VOLVO S70GLT		79.00	11MAY99	944 59
RELEASE #	INVOICE #	ORDER NO.					
15678	15678						

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
<b>A PERFORM 15,000 MILE SCHEDULED MAINTENANCE SERVICE (INCLUDES BRAKE INSPECTION, CK &amp; ADJ TIRE PRESSURES, TOP-OFF FLUIDS, RE-SET SERVICE REMINDER INDICATOR) / /</b>				
<b>17605-0 15,000 MILE SCHEDULED MAINTENANCE SERVICE COMPLETED</b>				
18 C			118.50	118.50
1 1275811 6 FILTER INSERT			9.98	9.98
1 917751 7 GASKET			1.21	1.21
1 9171296 8 FILTER			17.82	17.82
1 208 FUEL INJ. SOLVENT			16.95	16.95
<b>B ROTATE &amp; BALANCE (4) TIRES (INCL TIRE PRESSURE ADJUST, CK FOR WEAR/DAMAGE &amp; ADVISE) &lt;&lt;&lt; \$45.50 VALUE - SPECIALLY PRICED @ \$29.95 &gt;&gt;&gt;</b>				
<b>77006-0 WHEEL BALANCING 4 INCL. REM INST (C)</b>				
18 C			29.95	29.95
<b>C/S DR SIDE TURN SIGNAL FLASHING RAPIDLY CAUSE: 10</b>				
<b>85210 2 TURN SIGNAL/PARKING UNIT FRONT REPLACE (C)</b>				
18 C				

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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CUSTOMER SIGNATURE

CUSTOMER

## DYER &amp; DYER VOLVO

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30088  
(678) 478-8330  
www.dyervolvo.com

VOLVO



A Sonic Automotive Dealership

SERVICE ADVISOR MIKE MILITELLO

REPAIR ORDER NUMBER	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	PLATE NO.	SERVICE PERFORMED	INVOICE NO.
16AUG99	18AUG99	4441	YV1L956D6X1				18AUG99	22597
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY METHOD	DELIVER DATE	REGISTERED BY	SA
06:46	17:13	1999	VOLVO S70GLT	770-982-2669	72.00	11MAY99	20785	20785
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
5000	5000							

## 2 WHEELS (B)

70 W93

(N/C)

2 271794 0 BRAKE DISC

(N/C)

KIT

1 272407 8 BRAKE PAD

(N/C)

KIT

1 1161325 4 SILICON

(N/C)

GREASE

1 272272 6 SERVICE KIT

(N/C)

PC: 103B

PART#: 271794

COUNT:

CLAIM TYPE: 10

AUTH CODE:

## DESCRIPTION

## TOTALS

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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DISCLAIMER OF WARRANTIES: All warranties on this product, or products, are those of the manufacturer. The dealer, DYER & DYER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and DYER & DYER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or accessories. This disclaimer in no way affects the provisions of the manufacturer's warranties.

CUSTOMER SIGNATURE

HAS THE WORK ON THIS INVOICE BEEN EXPLAINED  
TO YOUR SATISFACTION. YES....NO....

IS THE HOME PHONE NUMBER ON THIS INVOICE  
CORRECT AS OF THIS DATE ? YES....NO....

X

CUSTOMER

**DYER & DYER VOLVO**

3373 SATELLITE BLVD.  
DULUTH, GEORGIA 30096  
10781 475-9330  
www.dyervolvo.com

**VOLVO**



A Sonic Automotive Dealership

LILBURN, GA

SERVICE ADVISOR MIR

DATE WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	FD. NO.	MOCKE PRINTED	INVOICE NO.
29DEC99	29DEC99	4441	YV1LS56D6X		T910		29DEC99	26673
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	SA
11:26	16:04	1999	VOLVO S70GLT		79.00	11MAY99	420	20785
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
10642	10642							

**\*OIL SERVICE SPECIAL\*** (INCLUDES CK/ADJ TIRE PRESSURES, TOR-OFF FLUIDS, CK/ADJ BATTERY FLUID LEVEL, INSTALL SERVICE DECAL @ WINDSHIELD)  
**C1S \*\*\*\*\*LUBE, OIL, AND FILTER CHANGE SPECIAL PERFORMED \*\*\*\*\***

37	C	12.15	12.15
1	1275811 6 FILTER INSERT	6.60	6.60
1	977751 7 GASKET	1.20	1.20

**B CUST STATES THAT THERE IS A TYPW NOISE FROM THE ENGINE AREA WHEN AT COLD IDLE (SOUNDS LOOSE).**

21537-3	TIMING BELT COVER, SPARK PLAG COVER TIGHTEN	0.00	0.00
---------	---	------	------

**C FULL-SERVICE CAR WASH (INCLUDES VACUUM INTERIOR, CLEAN WINDOWS, CLEAN TIRES/WHEELS) \$19.95 VALUE PERFORMED @ N/C THANK YOU FOR ALLOWING US TO SERVICE YOUR VOLVO!**

37	C	0.00	0.00
----	---	------	------

**LOANER CAR PROVIDED BY APPT**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS/OIL/LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	

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PLEASE PAY THIS AMOUNT  CUSTOMER SIGNATURE

CUSTOMER

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement, may result in fines and/or imprisonment.

**DYER & DYER VOLVO**

(transferor's name, Print)

state that the odometer now reads 350 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

MAKE <b>VOLVO</b>	MODEL <b>970G</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>YV1L9560X</b>		YEAR <b>1999</b>

X TRANSFEROR'S SIGNATURE

PRINTED NAME

**3050 PEACHTREE INDUSTRIAL BLVD.**

TRANSFEROR'S ADDRESS (STREET)

**CHamblee, GA 30341**

CITY STATE ZIP CODE

**04/29/99**

DATE OF STATEMENT

X  
[Redacted Signature]

TRANSFEREE'S NAME

TRANSFEREE'S ADDRESS (STREET)

**ATLANTA GA**

CITY STATE ZIP CODE

**DYER & DYER Inc.**

3280 Peachtree Industrial Blvd.

ATLANTA, GA 30341

(770) 452-0077



JAN 25 2005

January 12, 2005

CUSTOMER CARE

Victor Doolan, President  
Chief Executive Officer  
Volvo Cars N.A.  
7 Volvo Drive  
Rockleigh, New Jersey 07647

Dear Mr. Doolan:

As a long term Volvo owner who has gone through the prescribed pathways, I feel obligated to contact you regarding my recent dissatisfaction with my Volvo S80. Recently, as you will see from the enclosed receipts, my Volvo, which is just six months out of warranty with only 46,572 miles on the car, required extensive repair to the mass airflow sensor and ETM in the amount of \$1,129.12. It happened to fall in the Lincoln Tunnel on the way from Baltimore to New York for a family function, requiring me to flatbed the car to the Volvo of Edison, New Jersey and the cost of a rental car.

What bothers me most is the fact that this part has had a Technical Service Bulletin out for quite some time. In fact, I brought the car to Koon's Volvo in Baltimore in March, at which time new software was loaded and the service manager told me that the ETM could cause me problems in the future. He told me about the TSB but said he couldn't replace the whole part at that time which was prior to the warranty expiration, because Volvo would not cover the cost.

I contacted Customer Service in New Jersey after I had to take a train to New Jersey to pick up the repaired Volvo. At that time, Julie and I discussed the situation. The service manager at Edison Volvo, Quay, and his counterpart at Koon's Volvo in Baltimore, both had been highly optimistic that Volvo would support my repair bill. I was surprised two days later when I called Volvo Customer Service and spoke with Tom, who told me Volvo would offer me no support.

As I understand the situation, he said any post warranty coverage for this TSB related problem falls back to the dealerships. If the dealer wanted to help out, it is up to him and he would cut the repair cost. As it was explained, a dealer would occasionally do this for a good customer, but corporate policy would not allow Volvo, N.A. to cover the repair.

This policy leaves me flabbergasted. My car broke on the road and was repaired in New Jersey by a dealer who has no incentive to be generous to me. My local dealer didn't repair the car and most certainly has no reason to further support me as I purchased this Volvo in Pennsylvania for my father-in-law who gave it back to me one year ago after purchasing a new Volvo S-80 at Burdumy Motors.

CHSAC  
Frydland Pavilion West  
6205 N. Clinton St., Suite 706  
Baltimore, MD 21224  
410.528.8454  
410.528.9811 Fax

McDonough Community  
21 Commerce Dr., Suite 454  
Dorseyville, MD 21117  
410.381.1800  
410.381.3409 Fax

Shed Medical Office Building  
The Vantage Building  
2421 W. Belvidere Ave., Suite 208  
Baltimore, MD 21221  
410.542.6700  
410.542.6702 Fax

St. Agnes Hospital  
2021 Pine Ridge Ave., Suite 628  
Baltimore, MD 21228  
410.664.8029  
410.664.4338 Fax

Calvert Hospital  
111 West High St., Suite 304  
Edova, MD 21921  
443.398.5938  
443.398.5771 Fax

I feel very strongly that this policy of relying on the dealer to "satisfy a good customer" is not always the wisest policy. I purchase Volvo cars not because I respect the dealer. I purchase a Volvo vehicle because it is a Volvo. As a car aficionado, I have come to respect its safety, comfort and reliability. I have had a Volvo 240 diesel that ran forever and a very expensive 780 Bertone coupe with the turbo 4 that I held onto for 96,000 miles prior to this S80. Never did I have a problem with either of those vehicles. I recently assisted my sister in purchasing a Volvo wagon and this past year helped my father-in-law purchase a new S-80.

My intention was to use my S80 until next year whereupon I planned to give it to my daughter to take to school. I planned to then purchase an SUV with the original intent to strongly consider the new V-8 XC90 SUV.

I now have major concerns about giving my daughter a car that may not be reliable or cost her (or me) a very large sum of money to repair again. I also am thinking twice about purchasing a new Volvo, particularly a fairly new model, with a very new engine. I think I have lost some faith that Volvo stands behind their product.

I presently own several Ford automobiles, including an SVT Cobra and F150 and have had two Taurus' in the past. I have never had a problem with Ford supporting its vehicles post warranty on TSB related work. To my knowledge, the repair work done by Ford was backed by Ford Motor Company and not saddled on a dealership's shoulders.

I would appreciate a response from your office and not from the customer service department that I have already spoken with. As I mentioned, I am extremely surprised by my dealings with Volvo Customer Service and the explained policy. I personally think Volvo should cover the \$1,129.72 repair bill. I don't seek compensation for my two wasted days nor the car rental, towing and train expenses. As a fairly young physician who is fortunate to be able to purchase a business vehicle every three to four years, I will probably be purchasing myself another dozen cars in my lifetime. On top of that are vehicles purchased by me for family members as well as recommendations I make to friends and associates who value my automotive knowledge? I suspect I am the kind of customer you want to keep purchasing Volvo's.

Thank you for your consideration in this matter.

Sincerely,



cc: William Clay Ford, Jr.  
CEO, Ford Motor Company

Pat Goss  
Motorweek

**VOLVO of EDISON**  
**401 Route 1**  
**EDISON, NJ 08817**  
**(732) 248-0500**

*Volvo car. 11*  
*Van Doctor,*  
*Smith & Cole*  
*7 Volvo Dr.*  
*Rockleigh, NJ*  
*07647*

VOLVO OF EDISON  
 401 ROUTE 1 SOUTH  
 EDISON, NJ 08817  
 (732) 248-0500

**Sale**

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 0000000000  
 0000000000

Job Code: 155713 Invt: 000007  
 Job#: 21773  
 Job: 1 1129.12

EDISON QUAY	60	267	12/02/04	VOC521773
100.00	MGC840-MD	46.572	/BLK	
00/VOLVO/S80/4 DOOR SEDAN				
YV1T594D4Y1				
			12/01/04	REPRINT# 1
			MO: 46572	

**JOB# 1 CHARGES**

<b>LABOR</b>	<b>SAF 1 21902</b>	<b>ENGINE</b>	<b>TECH(S):74</b>	<b>400.00</b>
CUSTOMER STATES VEHICLE STARTS BUT WILL NOT GO OVER 30MPH. WHEN YOU GO OVER 30MPH THE VEHICLE STALLS. FAULT TRACED TO AN INTERNAL FAULT IN THE MASS AIR FLOW SENSOR AND THE ELECTRONIC THROTTLE MODULE. FAULT CODES ECM L30A, 91A7 903F 9150. REPLACED CLEARED DIAGNOSTIC FAULT CODES AND RESET ADAPTATION. DOWNLOADED NEEDED SOFTWARE AND TEST DROVE THE VEHICLE...OK.				
<b>PARTS</b>	<b>QTY</b>	<b>FP-NUMBER</b>	<b>DESCRIPTION</b>	<b>LIST PRICE-UNIT PRICE-</b>
	1	8644347-0	THROTTLE BODY	551.59 551.59
	1	8636753-9	GASKET	2.58 2.58
	1	8670263-6	MASS AIR FLOW S	195.79 195.79
	1	9438290-0	ETH RELOAD	30.00 30.00
	1	9209863-1	HOSE CLAMP	3.61 3.61
<b>TOTAL - PARTS</b>				<b>783.57</b>
<b>MISC</b>	<b>CODE</b>	<b>DESCRIPTION</b>	<b>CONTROL NO.</b>	
	102	10% LABOR EDISON ADVANTAGE		-48.00
	195	10% PARTS DISCOUNT		-78.36
<b>TOTAL - MISC</b>				<b>-118.36</b>
<b>JOB# 1 TOTALS</b>				<b>LABOR 400.00</b>
				<b>PARTS 783.57</b>
				<b>MISC -118.36</b>
<b>JOB# 1 JOURNAL PREFIX VOC5 JOB# 1 TOTAL</b>				<b>1065.21</b>

**VOLVO**  
**EXCELLENCE**  
*nothing less...*

*Cost Service*  
*Volvo 1-800-458-1552*

**JOB# 2 CHARGES**

<b>LABOR</b>	<b>SAF 2 04V02141</b>	<b>RECALL 141</b>	<b>TECH(S):74</b>	<b>WARRANTY</b>
PERFORM RECALL 141 COOLING FAN REPLACEMENT. AS PER VOLVO REQUEST. PERFORMED RECALL 141 COOLING FAN REPLACEMENT WITH COVERS80(NON-TURBO)/V70/S60 PAYS .6 CODE 03 TYPE 141 WITH COVER S80(TURBO) PAYS .8 CODE 03 TYPE 141 WITH COVER V70(TURBO)/XC70 PAYS .7 CODE 03 TYPE 141				
<b>PARTS</b>	<b>QTY</b>	<b>FP-NUMBER</b>	<b>DESCRIPTION</b>	<b>LIST PRICE-UNIT PRICE-</b>
	1	30836445-6	ELECTRICAL FAN	
	1	8651135-7	COVER	
<b>TOTAL - PARTS</b>				<b>0.00</b>
<b>JOB# 2 TOTALS</b>				<b>0.00</b>
<b>JOB# 2 JOURNAL PREFIX VOC5 JOB# 2 TOTAL</b>				<b>0.00</b>

*John*  
*Tom*

**COMMENTS**  
 TOW IN CALL

**SEE REVERSE SIDE FOR WARRANTY**



**VOLVO of EDISON**  
**401 Route 1**  
**EDISON, NJ 08817**  
**(732) 248-0500**

INVOICE NO <b>34933</b>	QUAY	FIN NO <b>60 267</b>	DATE <b>12/02/04</b>	INVOICE NO <b>VCS21773</b>
PRICE <b>100.00</b>	MODEL <b>MGCS40-MD</b>	LEASE <b>46,572</b>	COLOR <b>7&amp;LK</b>	INVOICE NO
YEAR / MAKE / MODEL <b>00/VOLVO/S80/4 DOOR SEDAN</b>			DELIVERY DATE	DELIVERY MILE
VEHICLE ID. NO. <b>YV1T594D4Y1</b>			SELLER DEALER NO.	PRODUCTION DATE
P. E. NO.	P. E. NO.		DATE <b>12/01/04</b>	REPRINT# <b>1</b>
DOCUMENTS				NO: <b>46572</b>

\*\*\*\*\*  
 [ ] CASH [ ] VISA/MCARD [ ] CHECK #  
 [ ] AMEX [ ] OTHER  
 \*\*\*\*\*  
 U MAY BE RECEIVING A CUSTOMER SATISFACTION SURVEY FROM VOLVO. IF FOR ANY REASON YOU CANNOT GRADE US AS "10" OR "COMPLETELY SATISFIED", PLEASE CONTACT ME IMMEDIATELY! THANK YOU! WE LOOK FORWARD TO SEEING YOU AGAIN!  
 BILL PLANK, SERVICE MANAGER 732.248.0500  
 plankb@volvocountry.com

TOTAL LABOR....	400.00
TOTAL PARTS....	783.57
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL HISC CHG.	0.00
TOTAL HISC DISC	-138.38
TOTAL TAX.....	63.91
<b>TOTAL INVOICE \$</b>	<b>1129.12</b>

**VOLVO**  
  
**EXCELLENCE**  
*nothing less...*

CUSTOMER SIGNATURE

SEE REVERSE SIDE FOR WARRANTY