

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

ALEXANDER RUSOV,

CASE NO.:

Plaintiff,

v.

DIVISION:

VOLVO CAR USA LLC,

Defendant.

**VERIFIED COMPLAINT FOR DECLARATORY AND INDIVIDUAL
INJUNCTIVE RELIEF UNDER THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT**

(Fla. Stat. §§ 501.204(1) and 501.211(1), and Chapter 86, Florida Statutes)

**PART I - PARTIES, JURISDICTION, VENUE, AND GOVERNING FDUTPA
PRINCIPLES**

A. The Parties

1. Plaintiff Alexander Rusov is a natural person residing in Broward County, Florida, and is a "consumer" within the meaning of section 501.203(7), Florida Statutes. Plaintiff owns a Volvo XC90, remains within the Volvo ownership and authorized-service relationship, and received the personalized service communications challenged in this action.
2. Defendant Volvo Car USA LLC ("VCUSA") is a foreign limited liability company organized under Delaware law, registered to transact business in Florida under Florida document number M16000000136, with its principal address at 1800 Volvo Place, Mahwah, New Jersey 07430. Defendant distributes Volvo-branded vehicles and supports Volvo-branded ownership and authorized-service programs throughout Florida, including Broward County.
3. Plaintiff challenges three personalized Volvo service communications received on or about March 1, June 9, and August 29, 2026 (collectively, the "Challenged Mailers"). The March Challenged Mailer identifies Gunther Volvo Cars Coconut Creek ("Gunther"), and the June and August Challenged Mailers identify Weston Volvo Cars ("Weston"). Each bears Volvo branding, a "©2026 Volvo Car USA LLC" notice, personalized vehicle and maintenance information, and postage indicia identifying EPSILON. As alleged below, current public Epsilon/Volvo Aftersales Tactical Marketing ("ATM") materials describe ATM Maintenance

Marketing as a VCUSA-funded, Epsilon-administered program that reaches customers using a participating retailer's name. Plaintiff does not rely on any publicly hosted historical enrollment form as proof of the operative 2026 contract terms governing the retailers identified in the Challenged Mailers. A separate personalized Volvo/Gunther service email received on February 16, 2026 is pleaded solely as contextual and corroborative evidence and is not included in the defined Challenged Mailers. (Ex. 6.)

B. Jurisdiction

4. This Court has subject-matter jurisdiction because Plaintiff seeks equitable relief, including an injunction. Section 26.012(2)(c), Florida Statutes, gives circuit courts exclusive original jurisdiction in cases in equity, and section 26.012(3) authorizes circuit courts to issue injunctions. Section 501.211(1), Florida Statutes, expressly authorizes declaratory and injunctive relief for an aggrieved person, and Chapter 86 supplies supplemental declaratory procedure.
5. Section 501.211(1) provides that, "[w]ithout regard to any other remedy or relief to which a person is entitled, anyone aggrieved by a violation of this part may bring an action to obtain a declaratory judgment that an act or practice violates this part and to enjoin a person who has violated, is violating, or is otherwise likely to violate this part." Plaintiff proceeds only under section 501.211(1), with Chapter 86 supplying supplemental declaratory procedure.
6. Plaintiff seeks no actual, statutory, nominal, consequential, or punitive damages; no disgorgement, restitution, accounting, class relief, representative relief, nationwide relief, or public injunctive relief; and no relief under section 501.211(2). A person may seek declaratory or injunctive relief under section 501.211(1) without pleading actual damages. See *Davis v. Powertel, Inc.*, 776 So. 2d 971, 975 (Fla. 1st DCA 2000); *Ahearn v. Mayo Clinic*, 180 So. 3d 165, 171-73 (Fla. 1st DCA 2015).
7. Standing under section 501.211(1) turns on whether Plaintiff is "aggrieved," which is broader than having "suffered a loss." *Ahearn*, 180 So. 3d at 171-73. The Chapter 86 requirements are independently satisfied. See *May v. Holley*, 59 So. 2d 636, 639 (Fla. 1952); *Martinez v. Scanlan*, 582 So. 2d 1167, 1170-71 (Fla. 1991). The present controversy is alleged in Part II.H.
8. The individualized injunctive relief requested is authorized by the text of section 501.211(1) against a person who "has violated, is violating, or is otherwise likely to violate" FDUTPA. The requested relief is limited to future communications directed to Plaintiff and does not require VCUSA to own, operate, supervise, or control any dealer.

9. This Court has specific personal jurisdiction over VCUSA under section 48.193(1)(a)1., Florida Statutes, because VCUSA conducts business in Florida and the challenged personalized communications were directed to Plaintiff in Florida; the claims arise from those Florida contacts.

C. Individual Remedy and Binding Jurisdictional Limitation

10. Plaintiff irrevocably limits this action to individual relief concerning communications directed to him and waives any right to seek, demand, accept, recover, or enforce relief whose aggregate monetary value to Plaintiff would exceed \$74,999. The limitation includes the value to Plaintiff of all declaratory, injunctive, supplemental, and other relief; all attorney's fees already incurred or reasonably anticipated; all non-taxable costs; and every other monetary component recoverable under any asserted authority. Plaintiff seeks no relief measured by VCUSA's national compliance costs. This limitation defines the maximum individual relief available; it is not the basis of this Court's subject-matter jurisdiction, which independently rests on the equitable injunctive relief sought under section 26.012(2)(c) and (3).
11. Plaintiff does not seek an order requiring modification of a national template, a nationwide program, or generally applicable dealer operations. Any individualized injunction may be implemented through Plaintiff-specific suppression, individualized qualification, or another Plaintiff-specific means consistent with the declaration entered. Plaintiff separately seeks a declaration addressing whether the Challenged Mailers and the challenged practice violated FDUTPA; the availability of a particular Plaintiff-specific method of prospective compliance does not define or eliminate that requested declaration.

D. Venue

12. Venue is proper in Broward County under sections 47.011 and 47.051, Florida Statutes, because Plaintiff received the challenged communications in Broward County, the cause of action accrued there, VCUSA transacts business there, and VCUSA's registered agent is located in Broward County.

E. FDUTPA and FTC Interpretive Principles

13. FDUTPA declares unlawful "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." § 501.204(1), Fla. Stat. Section 501.204(2) directs that due consideration and great weight be given to interpretations of the Federal Trade Commission and federal courts relating to section 5(a)(1) of the Federal Trade Commission Act as of July 1, 2017.

14. VCUSA's personalized aftersales advertising occurred in "trade or commerce" within sections 501.203(8) and 501.204(1), Florida Statutes. The challenged communications were designed to induce authorized service and related consumer activity.
15. FDUTPA applies an objective reasonable-consumer standard. A representation or practice is deceptive if it is likely to mislead a consumer acting reasonably in the circumstances, to the consumer's detriment. See *PNR, Inc. v. Beacon Prop. Mgmt., Inc.*, 842 So. 2d 773, 777 (Fla. 2003); *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 983-84 (11th Cir. 2016).
16. The FTC Policy Statement on Deception, appended to *Cliffdale Associates, Inc.*, 103 F.T.C. 110, 174-83 (1984), evaluates an advertisement as a whole, recognizes that implied meaning can arise from context and juxtaposition, and provides that a reasonable interpretation need not be the only interpretation: when a representation conveys more than one meaning to reasonable consumers and one is misleading, the advertiser may be responsible for that misleading meaning. Consistently, the Eleventh Circuit has held in an unpublished section 5 advertising decision that technical or literal truth in a mailpiece is not dispositive when the material implication of the communication as a whole is misleading. *FTC v. Peoples Credit First, LLC*, 244 F. App'x 942, 944 (11th Cir. 2007).
17. The FTC Policy Statement Regarding Advertising Substantiation, appended to *Thompson Medical Co.*, 104 F.T.C. 648, 839 (1984), explains that objective advertising claims ordinarily carry an implied representation that the advertiser possessed a reasonable basis before dissemination. See also *Pfizer Inc.*, 81 F.T.C. 23, 64 (1972). Plaintiff invokes that principle only to identify and evaluate the meaning and truth or falsity of VCUSA's own provider-specific safety-linked recommendation. Plaintiff asserts no claim under the Federal Trade Commission Act and no freestanding private "lack of substantiation" cause of action.
18. Plaintiff retains the ultimate burden of proving deception. Evidence concerning the facts, criteria, evaluations, standards, or data VCUSA actually used before dissemination is relevant to whether the Challenged Mailers conveyed a materially false or misleading implied reason for designating a particular retailer. The burden does not shift merely because Plaintiff asks what pre-existing basis or selection mechanism corresponded to the representation actually communicated.

PART II - FACTUAL ALLEGATIONS

A. Nature of the Action

19. This action challenges a narrow commercial practice: on information and belief, VCUSA used, authorized, or participated in a standardized Epsilon-administered aftersales marketing system that sent Plaintiff personalized Volvo communications stating that service is part of staying safe and that the specifically named retailer was "the trusted team" and "an important step" in Plaintiff's "safety prep." Current public Epsilon program materials describe ATM Maintenance Marketing as VCUSA-funded, and a Volvo/Epsilon service-reminder template obtained by Plaintiff contains the same safety-and-trust copy with "[RetailerName]" as the retailer variable. The precise 2026 creative version, funding allocation, selection logic, and program path for the three Challenged Mailers remain matters for discovery.
20. Plaintiff alleges that VCUSA told him that a specific dealership was "the trusted team" for his "safety prep." In context, a reasonable consumer could understand that manufacturer-branded statement to mean that Volvo had some evaluative trust- or safety-related reason for naming that particular dealership. On information and belief, VCUSA did not select the retailers named in the Challenged Mailers on that basis; the retailer identity was populated or associated through ordinary aftersales marketing logic.
21. The central deception question is whether, viewed as a whole, the retailer-specific safety-linked recommendation reasonably conveyed that the named retailer had been selected or recommended for an evaluative reason relevant to trust or safety attributable to the Volvo speaker, and whether that implied reason was false or misleading if the designation was instead generated through marketing enrollment, geography, customer association, service history, data segmentation, campaign rules, or comparable program logic (collectively, "Non-Evaluative Marketing Criteria"), rather than by a corresponding evaluative basis.
22. Plaintiff does not allege that VCUSA owns any retailer, that a retailer is VCUSA's agent, that VCUSA controls day-to-day dealership operations, or that VCUSA guarantees every act by retailer personnel. The challenged representation is narrower: when the Volvo corporate communication specifically identifies a dealer as "the trusted team" and an important part of a consumer's "safety prep," the communication is reasonably capable of conveying that the Volvo speaker had some pre-existing evaluative reason, corresponding to trust or safety, for applying that provider-specific designation to that retailer.

B. The Mailers Use "Service" as a Broader Authorized-Service Experience, Not Only Mechanical Maintenance

23. Plaintiff does not challenge the general proposition that proper mechanical maintenance such as maintenance of tires, brakes, fluids, and wiper blades - can contribute to safe vehicle operation, or the truth of ordinary mechanical-maintenance advice in isolation. The claim

concerns the additional provider-specific meaning conveyed by the communications as a whole.

24. The March, June, and August communications use "service" in multiple connected senses and expressly attach the named retailer - not merely the mechanical act of maintenance - to the safety message. The operative sentence is not simply that maintaining a Volvo is important to safety. It states that "Maintaining your Volvo car with the trusted team at [the specifically named retailer] is an important step in your safety prep." The retailer identity and the "trusted team" designation are therefore embedded inside the express safety proposition.
25. The March, June, and August communications also use service terminology to identify people, a place, and a consumer channel. They identify a dealer "Service Contact" and "Service Team," list dealer "Service Hours," direct the consumer to book through the Volvo Cars App, the retailer website, or telephone, refer to "Volvo Authorized Service Centers," and use the phrase "our Service Center." The retailer-specific offer panel also states "We also offer these conveniences" and lists non-repair features such as Early Drop Off, Online Service Booking, Shuttle Service, and Wi-Fi. Those uses describe the authorized-service relationship and service-center experience, not merely a mechanical procedure performed on the vehicle.
26. The March, June, and August Mailers expressly place temporary transportation inside that same service presentation. The March Mailer states: "Enjoy a complimentary Courtesy Vehicle when servicing your Volvo car at our Service Center," calls the Courtesy Vehicle offering "This premium service," and invites the consumer to experience "our fleet of new Courtesy Vehicles." The June and August Mailers use materially the same Courtesy Vehicle language. A Courtesy Vehicle is not itself mechanical maintenance performed on Plaintiff's Volvo; all three Challenged Mailers nevertheless present Courtesy Vehicles as part of the Volvo-branded service experience. In each, the stated qualifier is that Courtesy Vehicles are subject to retailer availability and policies and are available only at participating retailers. (Exs. 1, 2, 5.)
27. The June and August Mailers further use the heading "Service by Volvo Cars" for a group of ownership and service-center benefits that includes "Digital Experience," "Car Wash and Vacuum," "Customer Lifetime Parts & Labor Warranty," "24/7 Complimentary Volvo Roadside Assistance," "Alternative Transportation," "Volvo Genuine Parts & Service," and "Over-The-Air Software Updates." Several of those items are transportation, convenience, digital, warranty, or customer-experience benefits rather than the physical act of repairing or maintaining a vehicle. (Exs. 2, 5.)

28. The June and August Mailers likewise promote "Volvo Valet: Pickup & Delivery" by asking what the consumer would say "if your vehicle could visit the service center without you" and explaining that the vehicle will be transported to and from the service center while the consumer focuses on other matters. Each Mailer limits Volvo Valet and Courtesy Vehicles to participating retailers, further linking the branded "service" presentation to the retailer and service-center touchpoint. (Exs. 2, 5.)
29. Accordingly, the communications themselves support at least two reasonable uses of "service": mechanical maintenance and the broader Volvo-authorized retailer/service-center experience in which maintenance, personnel, scheduling, transportation, Valet, Courtesy Vehicles, conveniences, and other ownership benefits are presented together. Under the objective net-impression principles alleged above, VCUSA cannot resolve the deception question merely by selecting the narrowest possible meaning of one word if the communication as a whole reasonably conveys an additional provider-specific meaning relevant to consumer choice.
30. The issue in this action therefore is not whether VCUSA can support the general proposition that proper vehicle maintenance promotes safe operation. The disputed question is whether the communication conveys an evaluative reason relevant to trust or safety for designating the particular retailer, and whether the actual mechanism that caused Gunther and later Weston to appear repeatedly in that safety-linked sentence corresponded to the reason reasonably conveyed.

C. The Challenged Mailers

31. On or about March 1, 2026, Plaintiff received a personalized Volvo service self-mailer identifying Gunther Volvo Cars Coconut Creek (the "March Mailer"). The front panel states "Service is part of staying safe." The mailer further states: "Maintaining your Volvo car with the trusted team at Gunther Volvo Cars Coconut Creek is an important step in your safety prep." It also states: "Maintaining your vehicle's safety is our top priority." The communication bears the notice "©2026 Volvo Car USA LLC." (Ex. 1.)
32. The March Mailer promotes authorized Volvo service, Volvo Genuine Parts, Certified Technicians, Volvo service scheduling, and related ownership benefits in one integrated Volvo-branded communication. It also contains a "Volvo Courtesy Vehicles" module stating: "Enjoy a complimentary Courtesy Vehicle when servicing your Volvo car at our Service Center" and inviting Plaintiff to "Experience driving the latest Volvo models with our fleet of new Courtesy Vehicles," subject to retailer availability and policies. The address panel

identifies "VOLVO, P.O. Box 88720, Carol Stream, IL 60188-8720" and bears postage indicia stating "U.S. Postage Paid / EPSILON." (Ex. 1.)

33. On or about June 9, 2026, Plaintiff received a substantially similar personalized Volvo service mailer identifying Weston Volvo Cars (the "June Mailer"). It repeats the same retailer-specific sentence with the dealer name changed: "Maintaining your Volvo car with the trusted team at Weston Volvo Cars is an important step in your safety prep." It likewise states that maintaining the vehicle's safety is "our top priority," bears the notice "©2026 Volvo Car USA LLC," and bears EPSILON postage indicia. (Ex. 2.)
34. On or about August 29, 2026, Plaintiff received a third substantially similar personalized Volvo service mailer, again identifying Weston Volvo Cars (the "August Mailer"). The August Mailer repeats the headline "Service is part of staying safe," the statement that maintaining the vehicle's safety is "our top priority," and the same retailer-specific sentence: "Maintaining your Volvo car with the trusted team at Weston Volvo Cars is an important step in your safety prep." It again bears the notice "©2026 Volvo Car USA LLC" and EPSILON postage indicia. It also repeats the June Mailer's 180,000-mile service reminder, Volvo Valet, Courtesy Vehicles, "Service by Volvo Cars," and the same four listed conveniences, while using later offer-expiration dates and different mail-production identifiers. (Ex. 5.)
35. Across the three Challenged Mailers, the same recipient received substantially the same safety-and-trust recommendation: first for Gunther and later twice for Weston. The August Mailer was a distinct later dissemination, reflected by later offer-expiration dates and different mail-production identifiers, yet it retained the challenged safety-and-trust language and the same 180,000-mile Weston service presentation used in June. This repeated dissemination supports the reasonable inference that the challenged wording is standardized template-level copy in which the dealer identity is a retailer-specific variable rather than an independently drafted factual statement unique to Gunther or Weston. (Exs. 1, 2, 5.)

D. Volvo/Epsilon Template and ATM Program Evidence

36. On or about August 30, 2026, Plaintiff obtained from a publicly accessible file on the uwcampaigns.com domain a Volvo/Epsilon service-reminder template identified as "3489_VV25_01_SC_SR_TRI." The template bears Volvo branding, EPSILON postage indicia, and a "©2024 Volvo Car USA LLC" notice. Most significantly, it contains the same sentence: "Maintaining your Volvo car with the trusted team at [RetailerName] is an important step in your safety prep." It also contains the headline "Service is part of staying safe" and the statement "Maintaining your vehicle's safety is our top priority." (Ex. 3.)

37. The template therefore depicts the retailer identity as a variable field embedded inside prewritten safety-and-trust copy rather than as text inherently unique to one retailer. It likewise contains other personalization fields and retailer-level modules, including "[Firstname]," a mileage-interval placeholder, retailer contact information, service hours, service offers, conveniences, and ownership-benefit content. (Ex. 3.)
38. Plaintiff does not allege at this stage that Exhibit 3 is the precise creative file that generated any Challenged Mailer, that every module in Exhibit 3 appeared in each 2026 mailing, or that Exhibit 3 establishes the particular rule by which Gunther or Weston was selected for Plaintiff. The operative 2026 template or creative version, the retailer-selection logic, the approval path, and the production records remain matters for discovery. Exhibit 3 is pleaded as corroborative evidence of standardized template architecture and retailer-variable construction.
39. The appearance of the identical safety-and-trust sentence in a Volvo/Epsilon template bearing a 2024 copyright notice and again in Plaintiff's three 2026 mailings, with Gunther inserted once and Weston inserted twice into the same sentence, further supports the inference that the sentence is standardized program copy rather than a factual statement independently drafted about either Gunther or Weston.
40. As of August 30, 2026, Plaintiff accessed a publicly available Epsilon webpage branded for Volvo ATM at <https://volvocars.epsilonrms.com/app/Portal/Program?lang=en-US>. The page identifies, among other programs, "ATM Maintenance Marketing."
41. The current public Programs page describes ATM Maintenance Marketing as "Our VCUSA-funded maintenance program," states that the program reaches customers "using your retailer's name," states that Epsilon collaborates closely with "the VCUSA team," and states: "VCUSA covers the cost of all these customer touchpoints."
42. The same current public page states that ATM Maintenance Marketing integrates real-time mileage data from Volvo vehicles, describes data-driven modular messaging, identifies "Courtesy Vehicle" as a Retailer Feature, and identifies "Certified Technicians" and the "Volvo Cars App" among Ownership Benefits modules.
43. The public Programs page describes the program as it is publicly presented in 2026. Plaintiff does not allege that the current webpage, by itself, proves the precise campaign name, template version, funding allocation, dealer enrollment terms, or data path that generated any Challenged Mailer.

44. The actual Challenged Mailers themselves bear EPSILON postage indicia, VCUSA copyright notices, individualized mileage intervals, repeated architecture, and the same retailer-specific safety-and-trust sentence populated first with Gunther and later with Weston. Exhibit 3 separately depicts the same safety-and-trust copy in a Volvo/Epsilon service-reminder template with "[RetailerName]" as an explicit variable. Those source, template, and production facts, together with the current public ATM description, support a reasonable inference that Epsilon and a VCUSA-authorized aftersales program participated in creating, personalizing, producing, or disseminating the Challenged Mailers. The precise 2026 program and production path remain subjects of discovery.
45. A separate public URL presently hosts a document labeled "Volvo ATM Program Enrollment Form V2 11-2024 #4468" at https://uwcampaigns.com/cm_vcjp_assets/assets/4468_VV24_11_ATM_Packaged_Enrollment_V2_r15.pdf. Because that document is dated November 2024, is a blank public form, and may have been superseded before the 2026 mailings, Plaintiff does not attach it to this Complaint and does not allege that it governed Gunther, Weston, or any Challenged Mailer.
46. The public #4468 document is relevant here only as evidence that Volvo ATM enrollment materials are maintained in versioned form: its face identifies a version and states that, when applicable, it supersedes and replaces a previously executed Volvo Service Cadence or ATM enrollment form. Plaintiff therefore seeks in discovery every version in effect or available during the relevant period, the effective and supersession dates, and the actual enrollment or authorization records applicable to Gunther and Weston.
47. Plaintiff does not rely on the substantive terms of the public November 2024 form to prove ownership, licensing, funding, retailer-selection criteria, or the allocation of rights for the Challenged Mailers. Those matters will be established, if at all, from the operative 2026 agreements, program specifications, enrollment records, approval records, invoices, and other authenticated discovery.
48. The exact ATM Program or other Epsilon-administered campaign, the operative VCUSA-Epsilon agreement, the operative retailer enrollment or authorization documents, the creative version, the funding allocation, the retailer-association logic, and the source data used for each Challenged Mailer are within the knowledge or possession of VCUSA, Epsilon, or both, and are central subjects of discovery.
49. The public ATM allegations are pleaded as corroborative source, program-architecture, commercial-purpose, funding-context, and recurrence facts. They do not assume dealer

ownership, agency, or VCUSA control over day-to-day retailer operations, and they do not convert the public November 2024 form into an operative contract.

E. The Provider-Specific Designation and Actual Selection Mechanism

50. The phrase "the trusted team" viewed alone could be read as promotional language. Plaintiff does not challenge that adjective in isolation. The challenged net impression arises from its placement within an express safety frame: "Service is part of staying safe," maintaining the vehicle with the named "trusted team" is "an important step in your safety prep," and maintaining vehicle safety is "our top priority."
51. Those statements are reasonably capable of communicating more than a general opinion that authorized service is desirable. Applied to a specifically named dealer, the combined message reasonably implies that the Volvo corporate communication used facts, criteria, standards, evaluation, or other information relevant to trust or safety - rather than solely generic marketing logic - in applying that provider-specific designation.
52. The current public ATM Programs page describes retailer-name personalization, data-driven modules, telematics integration, retailer features, and customer-touchpoint funding, but it does not identify a dealer-specific safety audit, safety score, physical inspection, or comparable safety evaluation as the condition for applying the challenged retailer-specific safety-and-trust language. The absence of such a condition from the public page does not prove that no separate VCUSA standard or evaluation exists; the existence, nature, timing, and adequacy of any such basis are central factual questions for discovery.
53. Exhibit 3 provides direct documentary support that the same safety-and-trust wording existed at the template level with "[RetailerName]" as the retailer-specific variable. The separate February 16, 2026 Volvo/Gunther service email also used the same Gunther-specific safety-and-trust sentence before the March Mailer. Together with the standardized repetition across the three Challenged Mailers naming Gunther and Weston and the current public ATM architecture, these facts further corroborate Plaintiff's allegation, on information and belief, that the challenged 2026 safety-and-trust wording was standardized or centrally supplied and that the named dealer was populated or associated through Non-Evaluative Marketing Criteria. Plaintiff does not allege that Exhibit 3 is the precise production file used for any Challenged Mailer or that Exhibit 3, standing alone, establishes the particular 2026 retailer-selection rule. (Exs. 3, 6.)
54. On information and belief, VCUSA did not use or rely upon a dealer-specific safety or trust evaluation, audit, inspection, score, qualification standard, or comparable evaluative criterion

as a material reason for selecting Gunther or Weston for the provider-specific designation sent to Plaintiff. Instead, the retailer identity was populated or associated through Non-Evaluative Marketing Criteria. This allegation concerns the reason the particular retailer was selected for the challenged communication; it does not allege that VCUSA lacks general standards for authorized retailers or that either retailer is unsafe.

55. Any evidence that VCUSA actually selected Gunther or Weston for Plaintiff by using dealer-specific or program-level evaluative facts, standards, criteria, or other information corresponding to the trust-and-safety reason reasonably conveyed would bear directly on the merits. Evidence that ordinary vehicle maintenance can improve mechanical safety may support the general maintenance proposition, but it does not by itself answer the distinct provider-specific question why the named retailer was presented as "the trusted team" with whom maintenance was an important part of Plaintiff's "safety prep."
56. Plaintiff does not ask the Court to impose a duty on VCUSA to inspect or operate dealerships. VCUSA was free not to make a retailer-specific safety-linked recommendation. The claim arises from the voluntary commercial message VCUSA chose to direct to Plaintiff and from the factual basis, or actual marketing mechanism, underlying that message.

F. January Incident, February 16 Safety/Trust Email, and VCUSA's February 25 Position - Limited Context

57. The parties' dispute began with a January 2026 safety incident involving a dealer-owned Gunther courtesy/loaner vehicle provided to Plaintiff during service. After the vehicle was returned, a firearm was discovered in it, prompting Plaintiff to raise a safety complaint. VCUSA's later February 25 response expressly acknowledged the reported discovery of a firearm in a vehicle used to transport Plaintiff's young child and treated the matter as concerning Gunther's service and loaner operations. Plaintiff does not seek damages for that incident and does not allege that VCUSA caused it. The incident is pleaded only as limited context explaining why the safety significance of the named retailer, service-center experience, and courtesy-vehicle offering was concrete to Plaintiff. (Ex. 4.)
58. On February 16, 2026, after that incident but before VCUSA issued its legal response, Plaintiff received a personalized Volvo-branded service email identifying Gunther Volvo Cars Coconut Creek. The email stated "Service is part of staying safe," told Plaintiff that "Maintaining your Volvo car with the trusted team at Gunther Volvo Cars Coconut Creek is an important step in your safety prep," and stated that "Maintaining your vehicle's safety is our top priority." Its sender line identified Gunther Volvo Cars Coconut Creek; its footer stated "This email was sent by: Volvo Program Headquarters" and displayed "©2026 Volvo

Car USA LLC. All rights reserved." Plaintiff does not plead this email as a fourth Challenged Mailer or as an independent basis for relief; it is contextual and corroborative evidence that the same Gunther-specific safety-and-trust copy reached Plaintiff in the interval between the January incident and VCUSA's February 25 position. (Ex. 6.)

59. On February 25, 2026, VCUSA stated that Volvo-branded dealerships are independently owned and operated and that VCUSA "does not manage, direct, or control" dealership personnel or dealership operational activities, including "the inspection, preparation, custody, or turnover of dealer-owned loaner vehicles." VCUSA further stated that its communications about safety reflect Volvo's focus on vehicle engineering, product design, and research, and that independently owned retailers perform servicing and administer loaner vehicles as part of their own operations. (Ex. 4.)
60. Plaintiff then received the March Mailer identifying the same Gunther dealership. The March Mailer again stated "Service is part of staying safe," again described Gunther as "the trusted team" with whom maintaining Plaintiff's Volvo was "an important step" in his "safety prep," and again stated that maintaining vehicle safety was "our top priority." It also affirmatively marketed "Volvo Courtesy Vehicles" as a "premium service" available when servicing the Volvo at "our Service Center" and invited Plaintiff to experience "our fleet of new Courtesy Vehicles," while stating only that Courtesy Vehicles were subject to retailer availability and policies and available at participating retailers. (Ex. 1.) This sequence - the January incident; the February 16 safety/trust email naming Gunther; VCUSA's February 25 operational-detachment position; and the March Gunther mailer with the same safety/trust message and an affirmative Courtesy Vehicle module - forms a coherent factual sequence relevant to the parties' present controversy. Plaintiff does not allege, on the present record, that the March Mailer was created, approved, transmitted to a vendor, scheduled, or otherwise finalized after February 25, and does not rely on this sequence to allege VCUSA operational control of Gunther. The sequence instead sharpens the provider-specific question alleged in this action: what trust- or safety-related basis, if any, corresponded to the manufacturer-branded designation, and what actual marketing mechanism caused Gunther to be presented to Plaintiff in that safety-framed service and Courtesy Vehicle context. (Exs. 1, 4, 6.)

G. Materiality

61. The challenged communications make express safety statements. Under the FTC deception framework incorporated as persuasive interpretive guidance by section 501.204(2), express claims and health-or-safety claims are presumptively material. Plaintiff also alleges materiality as a matter of fact.

62. A reasonable consumer choosing where to service a vehicle can treat a manufacturer-branded statement that a specifically named provider is "the trusted team" and an important part of "safety prep" as relevant to provider selection, scheduling, willingness to entrust the vehicle to the provider, and willingness to purchase or accept related service offerings.
63. The challenged designation is not presented as an isolated retailer advertisement. It appears under Volvo branding and within Volvo's own express safety framing. That manufacturer context is part of the communication's net impression and is capable of increasing the weight a reasonable consumer assigns to the provider-specific safety-and-trust recommendation when choosing where to obtain service.
64. The actual reason or criteria used for that provider-specific designation are likewise material. A consumer could reasonably evaluate differently a retailer designated because of an actual safety- or trust-related assessment or qualifying criterion and a retailer inserted through Non-Evaluative Marketing Criteria.

H. Present Controversy, Recurrence, and Individual Need for Relief

65. Plaintiff remains the owner of the Volvo XC90 to which the Challenged Mailers were directed and remains within the Volvo ownership and authorized-service relationship. Plaintiff continues to receive Volvo service communications.
66. The current public ATM materials describe Maintenance Marketing as deployed continuously throughout ownership and as a data-driven system using retailer-specific communications. Exhibit 3 depicts a standardized service-reminder architecture in which the retailer appears as the variable "[RetailerName]" within the same safety-and-trust copy. Through the three Challenged Mailers, Plaintiff then received substantially similar safety-and-trust wording first for Gunther and later twice for Weston, including the August 29 mailing received shortly before filing. The separate February 16 contextual email used the same Gunther-specific language. Those facts make recurrence more concrete than a single historical advertisement. (Exs. 1, 2, 3, 5, 6.)
67. Plaintiff's Volvo Increased Protection service contract remains in force. Plaintiff presently intends to obtain authorized Volvo service for his XC90 within the next ninety days and reasonably anticipates receiving, reviewing, or acting upon additional Volvo-branded service communications identifying a retailer.
68. Plaintiff's grievance is specific and non-speculative. Through the three Challenged Mailers, the challenged provider-specific safety-and-trust designation was directed to him three times, involving two named retailers, and the communications did not disclose that, on information

and belief, the retailer identity was generated through Non-Evaluative Marketing Criteria rather than a corresponding trust- or safety-related evaluation. Plaintiff presently must evaluate authorized-service choices while the parties remain adverse over whether that practice is lawful.

69. The controversy is presently adverse. Plaintiff contends that a retailer-specific safety-and-trust recommendation is deceptive when it conveys an evaluative reason for the provider designation that does not correspond to the actual selection mechanism. In the alternative, Plaintiff contends that embedding a provider selected through Non-Evaluative Marketing Criteria within manufacturer safety speech can be unfair when it obstructs informed safety-related provider choice. VCUSA has denied wrongdoing and has not identified to Plaintiff the actual retailer-selection mechanism or the evaluative trust-or-safety basis, if any, corresponding to the challenged designation.
70. Money damages would not resolve the forward-looking uncertainty. Plaintiff seeks an individualized declaration and narrow prospective relief governing substantially similar communications directed to him. He seeks no order compelling VCUSA to supervise dealerships or alter a national program.
71. Section 501.211(1) expressly authorizes relief against a person who "has violated, is violating, or is otherwise likely to violate" FDUTPA. Accordingly, cessation or Plaintiff-specific suppression after the challenged mailings would not, by itself, erase the alleged past practice or necessarily resolve Plaintiff's request for a declaration concerning that practice. See *Ahearn v. Mayo Clinic*, 180 So. 3d 165, 171-73 (Fla. 1st DCA 2015).

PART III - CLAIMS FOR RELIEF

COUNT I - DECEPTIVE ACT OR PRACTICE - DECLARATORY AND INDIVIDUAL INJUNCTIVE RELIEF UNDER SECTION 501.211(1), FLORIDA STATUTES

72. Plaintiff realleges paragraphs 1 through 71 as though fully set forth here.
73. VCUSA engaged in trade or commerce by directing personalized aftersales marketing to Plaintiff for the purpose of encouraging Volvo-authorized service and related consumer activity.
74. Through the Challenged Mailers, VCUSA or a VCUSA-authorized marketing system affirmatively communicated that "Service is part of staying safe," that the specifically named retailer was "the trusted team," that maintaining the vehicle with that retailer was "an important step in your safety prep," and that maintaining vehicle safety was "our top priority."

75. Judged objectively and as a whole, those statements are reasonably capable of communicating that the Volvo corporate speaker had a pre-existing evaluative reason relevant to trust or safety for applying that provider-specific designation to the particular retailer named. Plaintiff does not challenge the general truth that proper mechanical maintenance can contribute to safe vehicle operation, does not allege an express guarantee of dealer operations, and does not challenge "trusted" as a standalone adjective. The alleged deception lies in the provider-specific safety-and-trust designation and the reason the communication conveys for applying it to Gunther and Weston.
76. Exhibit 3 depicts the same safety-and-trust wording in a Volvo/Epsilon service-reminder template with "[RetailerName]" as an express retailer variable. The same sentence was used in each of the three Challenged Mailers: once with Gunther inserted and twice with Weston inserted. A separate February 16, 2026 Volvo/Gunther service email, pleaded only as contextual and corroborative evidence, also used the same Gunther-specific sentence. Those facts support Plaintiff's allegation that the challenged wording was standardized or centrally supplied and that the dealer identity was populated or associated through a VCUSA/Epsilon marketing architecture. (Exs. 1, 2, 3, 5, 6.)
77. On information and belief, VCUSA did not use or rely upon a dealer-specific safety- or trust-related evaluation as a material criterion for selecting Gunther or Weston for Plaintiff's challenged designation. The named retailer was instead populated or associated through Non-Evaluative Marketing Criteria. The actual selection mechanism therefore did not correspond to the evaluative trust-or-safety reason reasonably conveyed by the manufacturer-branded safety message.
78. The practice was deceptive because the Challenged Mailers conveyed a materially false or misleading implied reason for the provider-specific designation. Evidence concerning VCUSA's pre-dissemination criteria and selection mechanism is relevant to the truth or falsity of that implied representation; lack of substantiation, standing alone, is not pleaded as an independent cause of action.
79. The practice was material because it used express safety language in connection with the designation of a specifically identified service provider and because the actual reason for a provider-specific safety-and-trust designation is capable of affecting a reasonable consumer's service-provider choice, willingness to entrust a vehicle to the provider, scheduling, and related purchasing or transportation decisions.

80. The alleged practice is injurious to consumers because it deprives recipients of material information needed to distinguish a retailer actually selected for an evaluative trust- or safety-related reason from one assigned through Non-Evaluative Marketing Criteria while both are presented under the same manufacturer safety authority, thereby impairing informed provider choice.
81. Because Plaintiff proceeds under section 501.211(1) and seeks no damages, subjective reliance and actual damages are not elements of the requested relief. Plaintiff is nevertheless "aggrieved" because the challenged practice was directed to him through three Challenged Mailers, has already affected the information available to him for evaluating retailer-specific safety recommendations, remains capable of recurring through an ongoing ownership-marketing relationship, and bears directly on an imminent authorized-service decision. The alleged grievance is based on completed communications and a present provider-choice controversy, not a speculative future loss. See *Ahearn v. Mayo Clinic*, 180 So. 3d 165, 171-73 (Fla. 1st DCA 2015); *Stewart Agency, Inc. v. Arrigo Enters., Inc.*, 266 So. 3d 207, 212 (Fla. 4th DCA 2019).
82. Plaintiff therefore seeks the declaration and individualized injunction described below.

**COUNT II - UNFAIR ACT OR PRACTICE - PLEADED IN THE ALTERNATIVE -
DECLARATORY AND INDIVIDUAL INJUNCTIVE RELIEF UNDER SECTION
501.211(1), FLORIDA STATUTES**

83. Plaintiff realleges paragraphs 1 through 14 and 19 through 71 as though fully set forth here. Plaintiff does not incorporate Count I into this Count.
84. This Count is pleaded independently and in the alternative. It does not require a finding that a reasonable consumer necessarily understood the Challenged Mailers to promise a particular audit, inspection, scorecard, or other specific form of dealer verification. It challenges VCUSA's alleged practice of placing a provider selected through Non-Evaluative Marketing Criteria inside manufacturer safety-and-trust speech without disclosing that selection basis.
85. The practice challenged in this Count (the "Challenged Allocation Practice") is alleged on information and belief as follows: VCUSA used, authorized, or participated in a manufacturer-branded aftersales communication that (a) framed service and provider choice in express safety terms; (b) placed a single named retailer inside the statement that maintaining the vehicle with "the trusted team" at that retailer was "an important step" in the consumer's "safety prep"; (c) caused the retailer identity to be populated or associated through

Non-Evaluative Marketing Criteria; and (d) did not disclose that non-evaluative basis for the retailer designation.

86. The factual basis for the Challenged Allocation Practice includes the repeated safety-and-trust sentence across the three Challenged Mailers, applied once to Gunther and twice to Weston; the separate February 16 contextual email using the same Gunther-specific safety-and-trust sentence; Exhibit 3, which depicts the same safety-and-trust copy with "[RetailerName]" as the retailer variable in a Volvo/Epsilon service-reminder template; and the current public ATM description of retailer-name personalization, data-driven modular messaging, customer touchpoints, and VCUSA/Epsilon collaboration. The precise 2026 production records remain matters for discovery, but Plaintiff alleges, on information and belief, that the retailer designation in the Challenged Mailers was generated through Non-Evaluative Marketing Criteria as defined in paragraph 21. (Exs. 1, 2, 3, 5, 6.)
87. The Florida Supreme Court has defined an unfair practice as one that "offends established public policy" and is "immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers." *PNR, Inc. v. Beacon Prop. Mgmt., Inc.*, 842 So. 2d 773, 777 (Fla. 2003) (quoting *Samuels v. King Motor Co. of Fort Lauderdale*, 782 So. 2d 489, 499 (Fla. 4th DCA 2001)). The Fourth District has continued to apply that formulation and has required that the challenged practice be injurious to consumers. See *Stewart Agency, Inc. v. Arrigo Enters., Inc.*, 266 So. 3d 207, 212 (Fla. 4th DCA 2019).
88. The Challenged Allocation Practice is unethical and unscrupulous because it uses the credibility of manufacturer safety speech to direct the consumer toward a particular commercial provider while withholding the fact that the provider identity was allocated through Non-Evaluative Marketing Criteria. The consumer-facing communication gives the recipient no way to tell whether the named provider was selected because of a trust- or safety-related evaluation or because of ordinary campaign logic.
89. The practice also offends the consumer-protection policy stated in section 501.202(2), Florida Statutes. When a manufacturer voluntarily embeds a particular commercial provider within an express safety message, withholding the actual non-evaluative selection basis can obstruct the consumer's ability to evaluate the recommendation on the basis on which it is presented.
90. The practice is injurious to consumers because it deprives recipients of material information needed to evaluate the basis of a safety-framed provider recommendation and thereby distorts informed service-provider choice. Recipients are asked to evaluate or act upon a specifically

identified provider under manufacturer safety authority without being told that, on information and belief, the provider was designated through Non-Evaluative Marketing Criteria. The January-February-March sequence alleged in paragraphs 57 through 60 does not supply a tort theory; it illustrates why the informational distinction between an evaluatively selected provider and one inserted through ordinary marketing logic can matter to a consumer deciding whether to enter the named retailer's safety-framed service-center and Courtesy Vehicle experience. Plaintiff does not rely on emotional distress, generalized offense, or subjective disappointment.

91. That impairment is not reasonably detectable from the face of the Challenged Mailers. The communications do not disclose the retailer-selection criteria or provide information from which the recipient can determine, before acting on the recommendation, whether the safety-linked designation resulted from an evaluative trust-or-safety criterion or ordinary marketing logic. That information asymmetry is part of why the practice is oppressive and unscrupulous under the PNR/Samuels formulation.
92. Plaintiff is "aggrieved" within section 501.211(1) because the challenged practice was directed to him through three Challenged Mailers involving two named retailers; he remains a Volvo owner in an ongoing authorized-service relationship; his Volvo Increased Protection service contract remains in force; and he presently intends to obtain authorized Volvo service within the next ninety days. The alleged grievance bears directly on a present provider-choice decision and is not merely speculative. See *Ahearn*, 180 So. 3d at 171-73; *Stewart Agency*, 266 So. 3d at 212.
93. Recurrence is likewise concrete. The same Gunther-specific safety-and-trust wording appeared in the February 16 contextual email and again in the March Challenged Mailer; Plaintiff then received materially the same retailer-specific wording in the June and August Challenged Mailers naming Weston, including a third Challenged Mailer on or about August 29 shortly before filing. The current public ATM materials describe maintenance marketing throughout the ownership lifecycle, Plaintiff continues to receive Volvo service communications, and VCUSA has not advised Plaintiff that substantially similar retailer-specific safety-and-trust communications have ceased or that he has been removed from the relevant marketing stream. (Exs. 1, 2, 5, 6.)
94. This Count does not allege that VCUSA caused the January 2026 courtesy-vehicle incident, that Gunther or Weston is unsafe, that VCUSA must supervise dealer operations, or that any dealer owes a duty under FDUTPA because of VCUSA's marketing. The January incident and the February 16, February 25, and March sequence are pleaded only as limited context

demonstrating why the safety significance of the retailer/service-center and Courtesy Vehicle choice was concrete to Plaintiff and why the basis of the provider-specific designation could matter to informed choice. The sequence is not pleaded to establish agency, dealer negligence, or VCUSA operational control, and Plaintiff does not allege on the present record that the March Mailer was created or finalized after VCUSA's February 25 response. The challenged conduct remains VCUSA's own alleged marketing allocation and nondisclosure. (Exs. 1, 4, 6.)

95. Plaintiff therefore seeks the declaration and individualized injunction described below on this alternative unfairness theory.

PART IV - PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- a. Take jurisdiction of this cause and the parties under sections 26.012(2)(c) and (3), 501.211(1), and Chapter 86, Florida Statutes;
- b. Enter a declaratory judgment on Count I that, as to Plaintiff and the individual consumer relationship alleged, VCUSA's use of the Challenged Mailers constitutes a deceptive act or practice under section 501.204(1) because the mailers materially conveyed that the specifically named retailer had been designated for an evaluative reason relevant to trust or safety when the actual designation was generated through Non-Evaluative Marketing Criteria without a corresponding evaluative basis; the requested declaration does not challenge the separate general proposition that proper mechanical vehicle maintenance can contribute to safe vehicle operation;
- c. Enter a declaratory judgment on Count II, pleaded in the alternative, that the Challenged Allocation Practice alleged in paragraphs 85 through 94 constitutes an unfair act or practice under section 501.204(1), Florida Statutes, under the PNR/Samuels formulation applied in the Fourth District;
- d. Enter individualized injunctive relief restraining VCUSA from directing to Plaintiff substantially similar retailer-specific safety-and-trust communications unless the provider-specific designation corresponds to an actual evaluative trust- or safety-related basis or, where the designation is generated through Non-Evaluative Marketing Criteria, the communication clearly and conspicuously identifies the non-evaluative selection basis or otherwise separates the retailer identification from the safety-and-trust endorsement sufficiently to avoid the deceptive or unfair practice declared; provided that Plaintiff seeks no injunction requiring

VCUSA to alter any national template or generally applicable program and no injunction requiring VCUSA to own, operate, supervise, audit, inspect, or control a retailer;

- e. Award Plaintiff taxable costs under section 57.041, Florida Statutes, and applicable rules, subject to the binding limitation pleaded above;
- f. If Plaintiff retains licensed counsel who actually renders legal services in this action, award such reasonable attorney's fees and reasonable costs as the Court may award in its discretion under section 501.2105, Florida Statutes, subject to the binding limitation pleaded above and excluding compensation for Plaintiff's own pro se time;
- g. Retain jurisdiction to grant supplemental relief under section 86.061, Florida Statutes, as necessary to effectuate any declaration or injunction entered, subject to the limitations pleaded; and
- h. Grant such further individualized relief, consistent with the express limitations in this Complaint, as the Court deems just and proper.

RESERVATION AND LIMITATION OF RELIEF

Plaintiff does not seek and expressly disclaims actual damages, nominal damages, consequential damages, punitive damages, statutory damages, disgorgement, restitution, an accounting, class relief, representative relief, nationwide relief, public injunctive relief, and any claim under section 501.211(2), Florida Statutes. Plaintiff irrevocably waives and disclaims any right to seek, demand, accept, recover, or enforce relief whose aggregate monetary value to Plaintiff exceeds \$74,999, including the value to Plaintiff of declaratory, injunctive, supplemental, and other relief, attorney's fees, and non-taxable costs. Plaintiff seeks no relief measured by Defendant's national compliance costs and no order requiring a national or generally applicable campaign change. This monetary cap defines and limits the relief sought; circuit-court jurisdiction independently rests on the equitable injunctive relief requested under section 26.012(2)(c) and (3), Florida Statutes.

PART V - VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Verified Complaint and that the facts stated in it are true. As to allegations expressly identified as made on information and belief, I believe them to be true. This verification is made pursuant to section 92.525, Florida Statutes.

Executed on September 21, 2026.

/s/ Alexander Rusov

Alexander Rusov

RESPECTFULLY submitted,

/s/ Alexander Rusov
ALEXANDER RUSOV
Plaintiff, pro se
8901 Wiles Rd., Apt. 104
Coral Springs, FL 33067
Telephone: 929-344-2152
Primary E-Mail:
a.rusov2026@gmail.com

INDEX OF EXHIBITS

Exhibit 1 - Volvo service mailer received on or about March 1, 2026, identifying Gunther Volvo Cars Coconut Creek and bearing the notice "©2026 Volvo Car USA LLC" and EPSILON postage indicia.

Exhibit 2 - Volvo service mailer received on or about June 9, 2026, identifying Weston Volvo Cars and bearing the notice "©2026 Volvo Car USA LLC" and EPSILON postage indicia.

Exhibit 3 - Volvo/Epsilon service-reminder template identified as "3489_VV25_01_SC_SR_TRI," containing the same safety-and-trust copy with "[RetailerName]" as the retailer variable, Volvo branding, EPSILON postage indicia, and a "©2024 Volvo Car USA LLC" notice.

Exhibit 4 - Letter from Shook, Hardy & Bacon L.L.P. (Colm A. Moran and Daniel B. Rogers) to Alexander Rusov dated February 25, 2026, stating VCUSA's position concerning dealer independence, dealer operational activities, and Volvo safety communications.

Exhibit 5 - Volvo service mailer received on or about August 29, 2026, identifying Weston Volvo Cars and bearing the notice "©2026 Volvo Car USA LLC" and EPSILON postage indicia.

Exhibit 6 - Personalized Volvo/Gunther service email received February 16, 2026, using the same Gunther-specific safety-and-trust copy, with a footer stating "This email was sent by: Volvo Program Headquarters" and "©2026 Volvo Car USA LLC. All rights reserved." Pleaded as contextual and corroborative evidence, not as a separate Challenged Mailer.

EXHIBIT 1

Volvo Service Mailer - March 1, 2026 - Gunther Volvo Cars Coconut Creek

8 pages follow

The source is a six-panel tri-fold mailer reproduced first as two complete unfolded landscape overviews (Side 1 and Side 2), followed by six individual panel views for legibility.

The full overviews preserve the complete mailer. The panel views reproduce the same source mailer; no substantive content has been added or removed.

Exhibit 1 - Unfolded Side 1 - Full Overview

Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire tread depth

We'll inspect the tread, wear, and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake pad thickness

We'll help ensure your brakes operate at the highest level of safety. If necessary, we'll use only Volvo Genuine Parts and precision tools to complete the job.



Wiper blades

We recommend replacing your wiper blades every 12 months, or when streaking occurs, to help ensure clear vision and a safe ride.

We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

160,000 - MILE MAINTENANCE INTERVAL

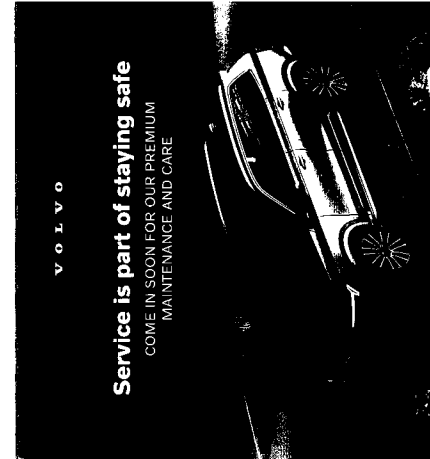
Maintaining your Volvo car with the trusted team at Gunther Volvo Car Coconut Creek is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.

V O L V O
P.O. Box 88720
Carol Stream, IL 60108-0720

**Alexander, you're due for an important
160,000 - mile maintenance interval.**

22 023 J639586 0007058 M0TB 70601
Alexander Rusov
8901 Willes Rd Apt 104
Coral Springs, FL 33067-1870

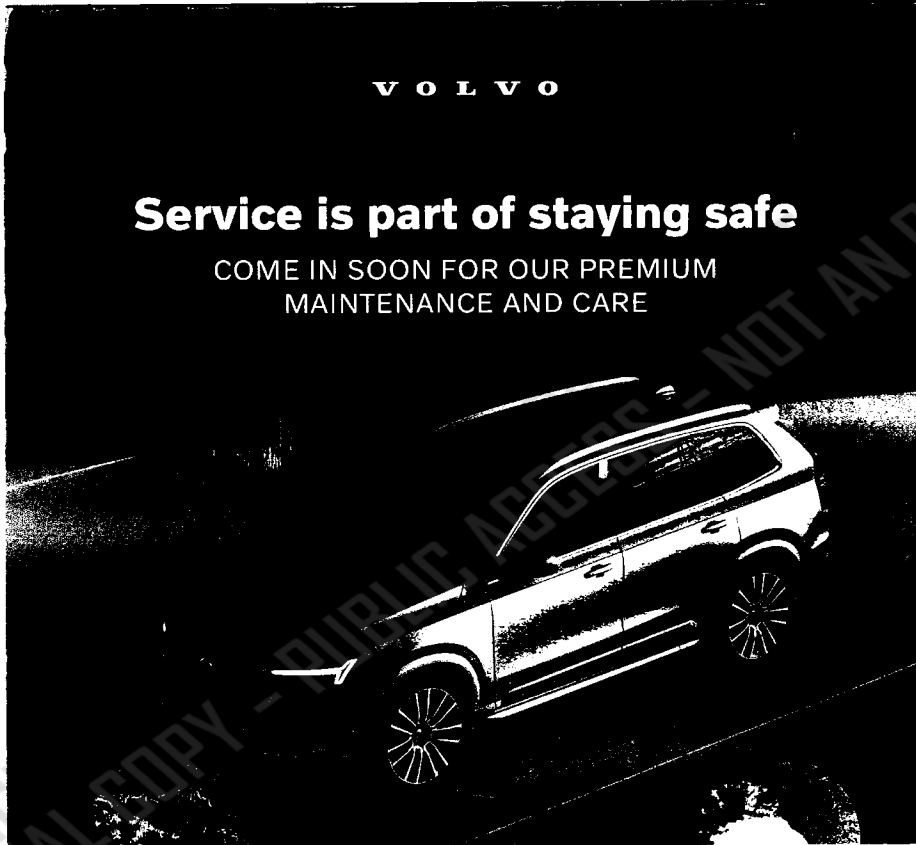
PRESORTED
Standard
U.S. Postage
Paid
EPSILON



VOLVO

Service is part of staying safe

COME IN SOON FOR OUR PREMIUM
MAINTENANCE AND CARE



We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

160,000 - MILE MAINTENANCE INTERVAL.

Maintaining your Volvo car with the trusted team at Gunther Volvo Cars Coconut Creek is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.

V O L V O

P.O. Box 88720
Carol Stream, IL 60188-8720

PRESORTED
Standard
U.S. Postage
Paid
EPSILON

**Alexander, you're due for an important
160,000 - mile maintenance interval.**



22 B23 J639596 0007068 MRTB 70601

Alexander Rusov
8901 Wiles Rd Apt 104
Coral Springs, FL 33067-1870

Gunther Volvo Cars Coconut Creek

www.gunthervolvocars.net
954-580-2720

Gunther Volvo Cars Coconut Creek

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PURCHASE OF FOUR ELIGIBLE TIRES
COMPLIMENTARY**

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Check tire pressure (including spare) /
Inspect brakes / Inspect tires / Road test.

We also offer these conveniences:

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- Online Service Booking
- Shuttle Service
- Wi-Fi



Your next service

- It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check for software updates, and change the oil, engine air filter, cabin air filter, and brake fluid. Servicing your vehicle at the stated interval is critical to its longevity.

Schedule your next service appointment at the touch of a button in your Volvo Cars app,* visit our website, or give us a call.

Gunther Volvo Cars Coconut Creek

www.gunthervolvocars.net
954-580-2720

4350 N State Road 7
Coconut Creek, FL 33073-3817

Service Contact:

Gunther Volvo Service Team

Service Hours:

Mon - Fri 7:30 AM - 6:00 PM
Sat 8:00 AM - 5:00 PM
Sun Closed

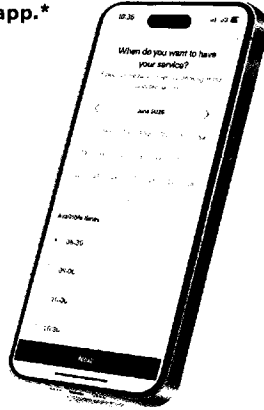


To schedule
service online,
scan here.

* Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Retailer or Volvo Cars Customer Service for more information about your car and market. App services available with the 4-year subscription included with new vehicles (MY 18 and newer). Following expiration, new terms and conditions apply. European specification vehicles shown. Vehicle shown with optional equipment at an additional cost.
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- Select the Support/Chat icon
- Tap Service
- Click Book Service to schedule your appointment

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Download it now.



Volvo Courtesy Vehicles

Enjoy a complimentary Courtesy Vehicle when servicing your Volvo car at our Service Center. Request a Courtesy Vehicle by booking an appointment on the Volvo Cars App, on our website or over the phone. This premium service allows for your day to continue seamlessly. Experience driving the latest Volvo models with our fleet of new Courtesy Vehicles.

Courtesy Vehicles are subject to retailer availability and policies. Available only at participating retailers.

Volvo Car Ownership Benefits

- Service scheduling right on your phone via the Volvo Cars app*
- 24/7 Complimentary Volvo Roadside Assistance**
- Volvo Authorized Service Centers, which give you access to:
 - Certified Technicians and their engineering & support ecosystem
 - Advanced diagnostic equipment, Volvo special systems, tools, and processes.
 - Volvo Genuine Parts & Volvo Genuine Tires
- Customer Lifetime Parts & Labor Warranty on replacement parts***
- Access to Volvo Certified Collision Centers



Scan to review these and other Ownership Benefits available to you.

** Volvo Car USA LLC will cover the first 25 miles to any authorized Volvo retailer in the case of a mechanical or electrical breakdown. Volvo Car USA LLC will cover the first 25 miles to an authorized Certified Collision Center in the case of an accident. There will be an overage fee for mileage beyond the initial 25 miles unless the customer has Volvo Roadside Assistance Plus. *** Excludes consumable parts due to normal wear. See retailer for details. Non-transferable.

K1497657 70601 0007068

Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire tread depth

We'll inspect the tread, wear, and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake pad thickness

We'll help ensure your brakes operate at the highest level of safety. If maintenance is needed, we'll use only Volvo Genuine Parts and precision tools to complete the job.



Wiper blades

We recommend replacing your wiper blades every 12 months, or when streaking occurs, to help ensure clear vision and a safe ride.

We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

160,000 - MILE MAINTENANCE INTERVAL.

Maintaining your Volvo car with the trusted team at Gunther Volvo Cars Coconut Creek is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.

EXHIBIT 2

Volvo Service Mailer - June 9, 2026 - Weston Volvo Cars

8 pages follow

The source is a six-panel tri-fold mailer reproduced first as two complete unfolded landscape overviews (Side 1 and Side 2), followed by six individual panel views for legibility.

The full overviews preserve the complete mailer. The panel views reproduce the same source mailer; no substantive content has been added or removed.

Exhibit 2 - Unfolded Side 1 - Full Overview

Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire tread depth
We'll inspect the tread, wear, and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake pad thickness
We'll help ensure your brakes operate at the highest level of safety. If maintenance is needed, we'll use only Volvo Genuine Parts and precision tools to complete the job.



Wiper blades
We recommend replacing your wiper blades every 12 months, or when streaking occurs, to help ensure clear vision and a safe ride.

We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

180,000 - MILE MAINTENANCE INTERVAL

Maintaining your Volvo car with the trusted team at Weston Volvo Cars is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road, and confidence behind the wheel.

VOLVO
P.O. Box 88720
Carol Stream, IL 60188-8720

**Alexander, you're due for an important
180,000 - mile maintenance interval.**

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 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Weston Volvo Cars

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954-888-6890

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15% OFF
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offers directly
to your
mobile wallet.



Weston Volvo Cars

VOLVO BRAKE SPECIAL OFFER

\$229.95

Install front or rear disc brake pads / rotors. Includes correct torque and
cylinder fluid level. Does not include 8
Models.

At Volvo, it's not just the car that matters. It's the service. Offer valid on all Volvo brake service. Excludes major repairs and parts. Offer good through 12/31/2025. See dealer for details.

We also offer these conveniences:

- Online Service Booking
- Early Drop Off
- WiFi



Your next service

It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check for software updates, and change the oil, engine air filter, cabin air filter, and brake fluid. Servicing your vehicle at the stated interval is critical to its longevity.

Schedule your next service appointment at the touch of a button in your Volvo Cars app. * Visit our website, or give us a call.

Weston Volvo Cars
www.westonvolvocars.com

954-888-6890
3650 Weston Rd.
Davie, FL 33331

Service Contact:
Your Weston Volvo Service Team

Service Hours:
Mon - Fri 7:30 AM - 6:00 PM
Sat 7:30 AM - 2:00 PM
Sun Closed



To schedule
service online,
scan here.

* Services available on the Volvo Cars app with by model and market. Please contact your local Volvo Cars Authorized Dealer for more information. Service is available for Volvo cars and SUVs. Volvo Cars of America, Inc. is not responsible for any damage to or loss of property or other items while in the care of the Volvo Cars of America, Inc. or its dealers. Volvo Cars of America, Inc. is not responsible for any damage to or loss of property or other items while in the care of the Volvo Cars of America, Inc. or its dealers.

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follow these simple steps
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- Select the Support/Chat icon
- Tap Service
- Click Book Service to schedule your appointment

Don't have the app?
Download it now.



Own Your time with

Volvo Valet Pickup & Delivery.†

What would you say if your vehicle could visit the service center without you? With Volvo Valet Pickup & Delivery, your vehicle will be serviced while you focus on what really matters, then it will be delivered back to you when service is complete.

Volvo Courtesy Vehicles†

Enjoy a complimentary Courtesy Vehicle when servicing your Volvo at our Service Center. Request a Courtesy Vehicle by booking an appointment on the Volvo Cars App, on our website or over the phone. This premium service allows for your day to continue seamlessly. Experience driving the latest Volvo models with our fleet of new Courtesy Vehicles.

Service by Volvo Cars

Digital Service

Car Wash and Detail

Transportation†

Vehicle Genie™

Parts & Service

At Volvo, it's not just the car that matters. It's the service. Offer valid on all Volvo service and repair work. Excludes major repairs and parts. Offer good through 12/31/2025. See dealer for details.

† Volvo Valet Pickup & Delivery is available at participating Volvo Cars & SUV dealers. See dealer for details. ‡ Volvo Courtesy Vehicles are available at participating Volvo Cars & SUV dealers. See dealer for details. †† Volvo Transportation is available at participating Volvo Cars & SUV dealers. See dealer for details. ††† Volvo Vehicle Genie is available at participating Volvo Cars & SUV dealers. See dealer for details. †††† Volvo Parts & Service is available at participating Volvo Cars & SUV dealers. See dealer for details.

Customer Lifetime
Service Agreement**

24/7 Complimentary
Vo or Roadside Assistance**

Complimentary
Service Updates*



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VOLVO

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COME IN SOON FOR OUR PREMIUM
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SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

180,000 - MILE MAINTENANCE INTERVAL.

Maintaining your Volvo car with the trusted team at Weston Volvo Cars is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.

V O L V O

P.O. Box 88720
Carol Stream, IL 60188-8720

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Paid
EPSILON

**Alexander, you're due for an important
180,000 - mile maintenance interval.**



23 B23 J649245 0007051 MRTB 22132
Alexander Rusov
8901 Wiles Rd Apt 104
Coral Springs, FL 33067-1870

Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire tread depth

We'll inspect the tread, wear, and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake pad thickness

We'll help ensure your brakes operate at the highest level of safety. If maintenance is needed, we'll use only Volvo Genuine Parts and precision tools to complete the job.



Wiper blades

We recommend replacing your wiper blades every 12 months, or when streaking occurs, to help ensure clear vision and a safe ride.

We're here to help

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180,000 - MILE MAINTENANCE INTERVAL.

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Any Service or Repair.

Plus tax, if applicable. No cash value. Must present offer at time of service. Cannot be combined with any other offer. Volvo vehicles only. Void where prohibited by law. Excludes tires and body shop. Maximum discount \$250.00. Offer Expires 7/26/26.



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Weston Volvo Cars

VOLVO BRAKE SPECIAL OFFER

\$229.95

Install front or rear disc brake pads /
Inspect rotors / Check & correct master
cylinder fluid level. Does not include R
Models.

Plus tax, if applicable. No cash value. Must present coupon at time of service. Cannot be combined with any other offer. Volvo vehicles only. Void where prohibited by law. Offer Expires 7/26/26.

We also offer these conveniences:

- Shuttle Service
- Online Service Booking
- Early Drop Off
- Wi-Fi



Your next service

It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check for software updates, and change the oil, engine air filter, cabin air filter, and brake fluid. Servicing your vehicle at the stated interval is critical to its longevity.

Schedule your next service appointment at the touch of a button in your Volvo Cars app,* visit our website, or give us a call.

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3650 Weston Rd.
Davie, FL 33331

Service Contact:
Your Weston Volvo Service Team

Service Hours:
Mon - Fri 7:30 AM - 6:00 PM
Sat 7:30 AM - 2:00 PM
Sun Closed

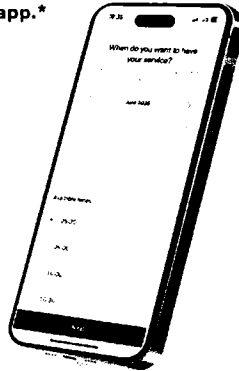


To schedule service online, scan here.

* Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Retailer or Volvo Cars Customer Service for more information about your car and market. App services available with the 4-year subscription included with new vehicles (MY 18 and newer). Following expiration, new terms and conditions apply. European specification vehicles shown. Vehicle shown with optional equipment at an additional cost.
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- Open the Volvo Cars app*
- Select the Support/Chat icon
- Tap Service
- Click Book Service to schedule your appointment

Don't have the app?
Download it now.



Own your time with Volvo Valet: Pickup & Delivery.¹

What would you say if your vehicle could visit the service center without you? With Volvo Valet: Pickup & Delivery, your vehicle will be serviced while you focus on what really matters, then it will be delivered back to you when service is complete.

Volvo Courtesy Vehicles²

Enjoy a complimentary Courtesy Vehicle when servicing your Volvo at our Service Center. Request a Courtesy Vehicle by booking an appointment on the Volvo Cars App, on our website or over the phone. This premium service allows for your day to continue seamlessly. Experience driving the latest Volvo models with our fleet of new Courtesy Vehicles.

1. Volvo Valet is only available at participating retailers.

2. Courtesy Vehicles are subject to retailer availability and policies. Available only at participating retailers.

Service by Volvo Cars



Digital Experience



Car Wash and Vacuum



Alternative Transportation[†]



Volvo Genuine Parts & Service



Customer Lifetime Parts & Labor Warranty***



24/7 Complimentary Volvo Roadside Assistance**



Over-The-Air Software Updates[†]



[†] Alternative Transportation is available at participating Volvo Cars authorized retailers and is subject to retailer availability and terms and conditions. Charges may apply. *** Customer Lifetime Parts and Labor Warranty excludes consumable parts due to normal wear. Non-transferable. See retailer for details. ** Volvo Car USA LLC will cover towing for the first 25 miles to any authorized Volvo retailer in the case of a mechanical or electrical breakdown. Volvo Car USA LLC will cover towing for the first 25 miles to an authorized Certified Collision Center in the case of an accident. Additional fees may apply beyond the initial 25 miles. [†] Over-the-air updates are only available on compatible newer model vehicles.

K1497657 22132 0007051

EXHIBIT 3

Volvo/Epsilon Service-Reminder Template - 3489_VV25_01_SC_SR_TRI

8 pages follow

The source consists of two panoramic 20 x 5.5 inch pages. Each source page is reproduced first as a complete landscape overview and then in enlarged detail views for legibility. The detail views overlap slightly where useful so that text is not cut at a panel boundary.

The full overviews preserve the complete source pages. The enlarged views reproduce portions of those same source pages; no substantive content has been added or removed.

Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire tread depth
We'll inspect the tread wear and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake pad thickness
We'll help ensure your brakes operate at the highest level of safety. If maintenance is needed, we'll use only Volvo Genuine Parts and precision tools to complete the job.



Wiper blades
We'll ensure a replacing your wiper blades every 12 months. We'll also check for streaking occurs to help ensure clear vision and a safe ride.

We're here to help

SERVICE REMINDER: Your Volvo [Model] may be due for the following service:
[XX,XXX-MILE MAINTENANCE INTERVAL].

Maintaining your Volvo car with the trusted team at [RetailerName] is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.

VOLVO
R.O. Box 88720
Carol Stream, IL 60188-8720

[Firstname], you're due for an important
[XX,XXX-mile] maintenance interval.

32*****AUTOM**30IGIT1234
J010974 423
Sample A, Sample
123 Main Street
Anytown, US 1234

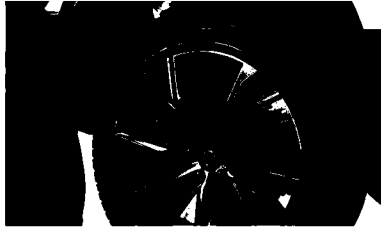
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MAINTENANCE AND CARE



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[XX,XXX-MILE MAINTENANCE INTERVAL].

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Exhibit 3 - Source Page 1 - Address Panel Detail

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P.O. Box 88720
Carol Stream, IL 60188-8720

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U.S. Postage
Paid
EPSILON

**[Firstname], you're due for an important
[XX,XXX-mile] maintenance interval.**

32*****AUTO**3DIGIT1234
J120974 429
Sample A. Sample
123 Main Street
Anytown, US 1234

V O L V O

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MAINTENANCE AND CARE



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to your
mobile wallet.

We also offer these conveniences:

- Shuttle service
- Online scheduling
- Complimentary Wi-Fi
- Business center
- Complimentary car wash
- Courtesy vehicles



It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check the suspension and chassis, engine air cleaner with filter replacement, plus check the wiper blades. As a bonus, we'll give your vehicle a thorough car wash, leaving it looking as good as new.

Schedule your next service appointment at the touch of a button in your Volvo Cars app,* visit our website, or give us a call.

Volvo Cars of Your Town
Visit: volvoyourtown.com
Call: 800-000-0000

12345 Any Street
Your Town, USA 12345

Service Contact:
John D. Doe

Service Hours:
By appointment only
Mon.-Thu.: 9:00am-9:00pm
Fri.: 9:00am-9:00pm
Sat.: 9:00am-9:00pm
Sun.: Closed

Scan to
schedule
service today.

* Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Retailer or Volvo Cars Customer Service for more information about our car and market. App services available with the 4-year subscription included with new Volvo Cars (MY 18 and newer). Following expiration, new terms and conditions apply. European specification vehicles shown. Vehicles shown with optional equipment at an additional cost. ©2014 Volvo Cars USA LLC. All rights reserved. Printed in USA.

A quick route to expert care

A quick route to expert care
Through a few taps in your Volvo Cars app, you can quickly book your next service appointment. Get started below.

- Open the Volvo Cars app
- Select the Support/Chat icon
- Tap Service
- Click Book Service



Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Dealer or Volvo Cars Customer Service for more information about your car and market. App services available with the 4-year subscription included with new vehicles (MY 18 and newer). Following expiration, new terms and conditions apply.



Own your time with Volvo Valet: Pickup & Delivery. What would you say if your vehicle could visit the service center without you? With Volvo Valet: Pickup & Delivery, your vehicle will be serviced while you focus on what really matters, then it will be delivered back to you when service is complete.

Volvo V40 is only available at participating retailers. Courtesy Vehicles are subject to retailer availability and policies. Vehicle Immobilization available in some states.



Volvo Car Ownership Benefits

- Volvo Cars app⁶ Digital Service Booking
- Advanced diagnostic equipment
- Expert inspection and evaluation
- 24/7 Volvo Roadside Assistance Plus**
- Lifetime Parts & Labor Warranty***

²²² New Volvo vehicles include complimentary Volvo Roadside Assistance Plus for the 4-year/50,000-mile Volvo New Vehicle Limited Warranty. Certified by Volvo vehicles include complimentary Volvo Roadside Assistance Plus for the 4-year/50,000-mile Volvo New Vehicle Limited Warranty. All models after the acquisition of the 4-year/50,000-mile Volvo New Vehicle Limited Warranty.

**Volvo Cars
of Your Town**

volvoyourtown.com
800-000-0000

Retailer

VOLVO ACCESSORY SPECIAL

XX% Off

any Volvo Car Accessory

No cash value. Must present offer at time of service. Cannot be combined with any other offer. Volvo vehicles only. Void where prohibited by law. Offer expires XX/XX/XX.

Retailer

VOLVO ACCESSORY SPECIAL

XX% Off

any Volvo Car Accessory

No cash value. Must present offer at time of service. Cannot be combined with any other offer. Volvo vehicles only. Void where prohibited by law. Offer expires XX/XX/XX.



Scan to save
offers directly
to your
mobile wallet.



We also offer these conveniences:

- Shuttle service
- Online scheduling
- Complimentary Wi-Fi
- Business center
- Complimentary car wash
- Courtesy vehicles



Your next service

It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check the suspension and chassis, engine air cleaner with filter replacement, plus check the wiper blades. As a bonus, we'll give your vehicle a thorough car wash, leaving it looking as good as new.

Schedule your next service appointment at the touch of a button in your Volvo Cars app,* visit our website, or give us a call.

Volvo Cars of Your Town

Visit: volvoyourtown.com
Call: 800-000-0000

12345 Any Street
Your Town, USA 12345

Service Contact:

John D. Doe

Service Hours:

By appointment only
Mon.-Thu.: 9:00am–9:00pm
Fri.: 9:00am–9:00pm
Sat.: 9:00am–9:00pm
Sun.: Closed



Scan to
schedule
service today.

* Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Retailer or Volvo Cars Customer Service for more information about your car and market. App services available with the 4-year subscription included with new vehicles (MY 18 and newer). Following expiration, new terms and conditions apply. European specification vehicles shown. Vehicle shown with optional equipment at an additional cost. ©2024 Volvo Car USA LLC. All rights reserved. Printed in USA.

A quick route to expert care

Through a few taps in your Volvo Cars app, you can quickly book your next service appointment. Get started below.

- Open the Volvo Cars app
- Select the Support/Chat icon
- Tap Service
- Click Book Service



Scan to learn more about the Volvo Cars app.



Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Retailer or Volvo Cars Customer Service for more information about your car and market. App services available with the 4-year subscription included with new vehicles (MY 18 and newer). Following expiration, new terms and conditions apply.



Own your time with Volvo Valet: Pickup & Delivery.

What would you say if your vehicle could visit the service center without you? With Volvo Valet: Pickup & Delivery, your vehicle will be serviced while you focus on what really matters, then it will be delivered back to you when service is complete.

Volvo Valet is only available at participating retailers. Courtesy Vehicles are subject to retailer availability and policies. Vehicle immobilization available in some states.

Volvo Car Ownership Benefits

- Volvo Cars app* Digital Service Booking
- Advanced diagnostic equipment
- Expert inspection and evaluation
- 24/7 Volvo Roadside Assistance Plus**
- Lifetime Parts & Labor Warranty***
- Access to the Volvo Certified Collision Center network



Scan to review these and other Ownership Benefits available to you.

** New Volvo vehicles include complimentary Volvo Roadside Assistance Plus for the 4-year/50,000-mile Volvo New Vehicle Limited Warranty. Certified by Volvo vehicles include complimentary Volvo Roadside Assistance Plus for the 1-year Volvo Certified Pre-Owned Limited Warranty, which applies after the expiration of the 4-year/50,000-mile Volvo New Vehicle Limited Warranty.

*** Excludes consumable parts due to normal wear. See retailer for details. Non-transferable.

EXHIBIT 4

VCUSA Counsel Letter - February 25, 2026

3 pages follow

February 25, 2026

Colm A. Moran

VIA ELECTRONIC MAIL

2121 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
t 424.285.8330
cmoran@shb.com

Mr. Alexander Rusov
8901 Wiles Rd., Apt. 104
Coral Springs, FL 33067
Email: a.rusov2020@gmail.com

Daniel B. Rogers

201 S. Biscayne Blvd., Suite 3200
Miami, FL 33131
t 305.960.6968
drogers@shb.com

Re: Response to Formal Demand and Notice of Intent to Sue

Dear Mr. Rusov:

Our firm represents Volvo Car USA LLC (“Volvo Car USA”). We write in response to your correspondence styled “Formal Demand and Notice of Intent to Sue” and “Litigation Hold & Preservation Demand” and your subsequent “Second Formal Demand – Notice of Non-Compliance and Escalation” concerning a loaner vehicle provided to you by Gunther Volvo Cars Coconut Creek (“Gunther Volvo”).

At the outset, Volvo Car USA takes safety concerns seriously. Volvo Car USA understands that the situation you describe—a firearm being discovered in a vehicle used to transport your young child—would be alarming and distressing. Volvo Car USA is, of course, relieved that no one was injured.

At the same time, Volvo Car USA cannot accept the allegations, characterizations, or legal conclusions in your letters, and Volvo Car USA specifically denies any wrongdoing or liability. This response is provided without prejudice to Volvo Car USA’s rights and defenses, all of which are expressly reserved.

Your letters describe events that you contend occurred at, and in connection with, Gunther Volvo’s service and loaner operations. Volvo Car USA does not own or operate Gunther Volvo. Volvo-branded dealerships, including Gunther Volvo, are all separately owned and operated businesses responsible for their own employees, day-to-day operations, customer-facing procedures, and compliance with applicable laws and regulations. Volvo Car USA does not manage, direct, or control any dealership personnel or dealership operational activities, including the inspection, preparation, custody, or turnover of dealer-owned loaner vehicles. Accordingly, to the extent your allegations concern the dealership’s handling, inspection, issuance, or re-issuance of a loaner vehicle in

the dealership's custody, those matters fall within the dealership's operational responsibilities and are not within Volvo Car USA's control.

Indeed, under Florida law, Volvo Car USA is prohibited from owning, operating, or controlling any dealership in the state. *See* Fla. Stat. § 320.645(1) ("A licensee, a manufacturer, an importer, or a distributor ... may not directly or indirectly own, operate, or control, by contract, agreement, or otherwise, a motor vehicle dealership for any line-make in this state").

February 25, 2026
Page 2

Your letter also refers to a "Certified by Volvo" service contract and makes various assertions regarding branding and marketing. As you note, the service contract at issue is issued and administered by Fidelity Warranty Services, Inc. Volvo Car USA does not undertake contractual responsibility to perform or supervise dealer service operations under that service contract, including loaner-fleet intake or turnover procedures. Nothing in Volvo Car USA's branding or general marketing statements or the "Certified by Volvo" service contract changes the legal and operational reality that independently owned retailers perform servicing and administer loaner vehicles as part of their own operations.

With respect to marketing, Volvo Car USA's communications about safety reflect Volvo's longstanding focus on vehicle engineering, product design, and research aimed at reducing injuries and fatalities. Those general brand messages do not convert independently owned retailers into Volvo Car USA agents or place Volvo Car USA in day-to-day control of retailer operations such as loaner-fleet intake, inspection, or custody. Nor do they alter the contractual allocation of responsibilities reflected in the service contract documents issued and administered by Fidelity.

For these reasons, Volvo Car USA rejects your monetary demand and your asserted theories of liability against Volvo Car USA, including your contentions regarding class-wide claims, alleged deceptive or unfair practices, and alleged agency or apparent authority. Your letter appears to conflate (i) a manufacturer's brand messaging and participation in a dealer network with (ii) direct operational control over a dealer's internal processes. Volvo Car USA does not concede that any of the statements you quote create the obligations you suggest, nor that any alleged dealership conduct is attributable to Volvo Car USA.

With respect to your preservation demands, Volvo Car USA acknowledges receipt of your request. Volvo Car USA will take reasonable steps regarding preservation of information within its possession, custody, or control that may

be relevant, consistent with applicable law and Volvo Car USA's obligations. Nothing in this letter should be interpreted as an agreement to the scope, timing, or form of the certification you demand, and Volvo Car USA does not consent to any unilateral expansion of duties beyond what the law requires.

February 25, 2026
Page 3

To ensure your concerns are reviewed by the entity responsible for the loaner vehicle's custody and dealership procedures, Volvo Car USA has forwarded your correspondence to senior management at Gunther Volvo. Gunther Volvo is best positioned to evaluate the facts related to the incident you describe and to address any questions you may have regarding the dealership's loaner-vehicle inspection practices, chain-of-custody issues, and any dealership documentation. For all matters relating to the dealership's actions, dealership practices, and any claimed damages associated with the alleged incident at the dealership, Gunther Volvo remains the appropriate point of contact.

Nothing in this letter should be interpreted as an admission of liability or wrongdoing by Volvo Car USA or any affiliated entity. Volvo Car USA expressly reserves all rights, defenses, and legal positions available under applicable law.

Very truly yours,



Colm A. Moran



Daniel B. Rogers

EXHIBIT 5

Volvo Service Mailer - August 29, 2026 - Weston Volvo Cars

8 pages follow

The source is a six-panel tri-fold mailer reproduced first as two complete unfolded landscape overviews (Side 1 and Side 2), followed by six individual panel views for legibility.

The full overviews preserve the complete mailer. The panel views reproduce the same source mailer; no substantive content has been added or removed.

Exhibit 5 - Unfolded Side 1 - Full Overview

www.westvolvocars.com
954-888-6590

Weston Volvo Cars

Weston Volvo Cars

SERVICE BY VOLVO CARS SPECIAL OFFER

**Up to
15% OFF**
Any Service or Repair.

Weston Volvo Cars

VOLVO GENUINE BRAKE SPECIAL OFFER

\$229.95
Install front or rear disc brake pads /
inspect rotors / Check & correct master
cylinder fluid levels (includes R
fluids).

Please see restrictions on this offer. Your appointment must be made at least 72 hours in advance. This offer is not valid for Volvo Trucks or Volvo Commercial Vehicles. *Offer valid only on Volvo models sold in the U.S. See dealer for details.

Please see restrictions on this offer. Your appointment must be made at least 72 hours in advance. This offer is not valid for Volvo Trucks or Volvo Commercial Vehicles. *Offer valid only on Volvo models sold in the U.S. See dealer for details.



Scan to save
appointments
to your
mobile wallet.



We also offer these conveniences:
• Service Center
• Online Service Booking
• Early Drop Off
• WiFi



Your next service

It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check for software updates, and change the oil, engine air filter, cabin air filter, and brake fluid. Servicing your vehicle at the stated interval is critical to its longevity.

Schedule your next service appointment at the touch of a button in your Volvo Cars app. Visit our website, or give us a call.

Weston Volvo Cars

www.westvolvocars.com
954-888-6590

3860 Weston Rd.
Davie, FL 33331

Service Contact:

Your Weston Volvo Service Team

Service Hours:

Mon-Fri 9:00 AM - 6:00 PM
Sat 7:30 AM - 2:00 PM
Sun Closed

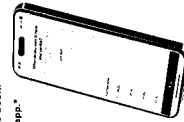


To schedule
your service,
scan here.

* Volvo Cars, available on the Volvo Cars app, are the most used mobile app for Volvo Cars customers. Retailer or Volvo Cars Customer Service for more information about your car and model. App services available with the Volvo Cars app. Volvo Cars app is available on the App Store and Google Play. Volvo Cars app is available on the App Store and Google Play. Volvo Cars app is available on the App Store and Google Play. Volvo Cars app is available on the App Store and Google Play.

The quickest way to book.

Use your Volvo Cars app.*



Scan the code, or follow these simple steps to book your service using the Volvo Cars app:
• Open the Volvo Cars app*
• Select the Support/Chat icon
• Select the Service icon to schedule your appointment
• Don't have the app? Download it now.



Own your time with

Volvo Valet: Pickup & Delivery.*

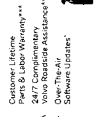
What would you say if your vehicle could visit the service center without you? With Volvo Valet: Pickup & Delivery, your vehicle will be serviced while you focus on what really matters, then it will be delivered back to you when service is complete.

Volvo Courtesy Vehicles*

Enjoy a complimentary Courtesy Vehicle when servicing your Volvo at our Service Center. Request a Courtesy Vehicle by booking an appointment on the Volvo Cars App, on our website or over the phone. This premium service allows for your day to continue seamlessly. Experience driving the latest Volvo models with our fleet of new Courtesy Vehicles.

1. Volvo Valet is only available at participating retailers.
2. Courtesy Vehicles are subject to weather availability and position. Available only at participating retailers.

Service by Volvo Cars



* Volvo Valet is a premium service available at participating Volvo Cars dealers and Volvo Service Centers. Volvo Valet is a premium service available at participating Volvo Cars dealers and Volvo Service Centers. Volvo Valet is a premium service available at participating Volvo Cars dealers and Volvo Service Centers. Volvo Valet is a premium service available at participating Volvo Cars dealers and Volvo Service Centers.

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Exhibit 5 - Unfolded Side 2 - Full Overview

Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire tread depth

We'll inspect the tread, wear, and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake pad thickness

We'll help ensure your brakes operate at the highest level of safety. If maintenance is needed, we'll use our precision brake parts and precision tools to complete the job.



Wiper blades

We recommend replacing your wiper blades every 12 months, or when streaking occurs, to help ensure clear vision and a safe ride.

We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

180,000 - MILE MAINTENANCE INTERVAL

Maintaining your Volvo car with the trusted team at Western Volvo Cars is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.

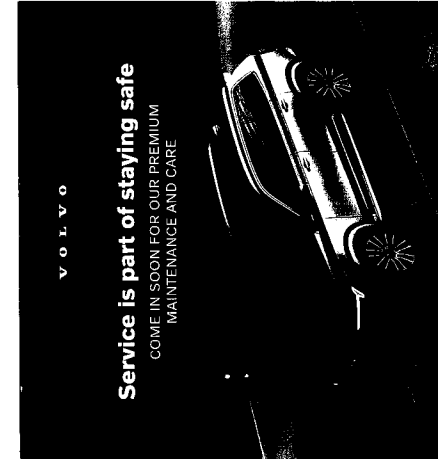
VOLVO
P.O. Box 88720
Carol Stream, IL 60188-0720

**Alexander, you're due for an important
180,000 - mile maintenance interval.**



21 423 J858949 0007021 M07R 22132
Alexander Rusov
8901 Wiles Rd Apt 104
Coral Springs, FL 33067-1870

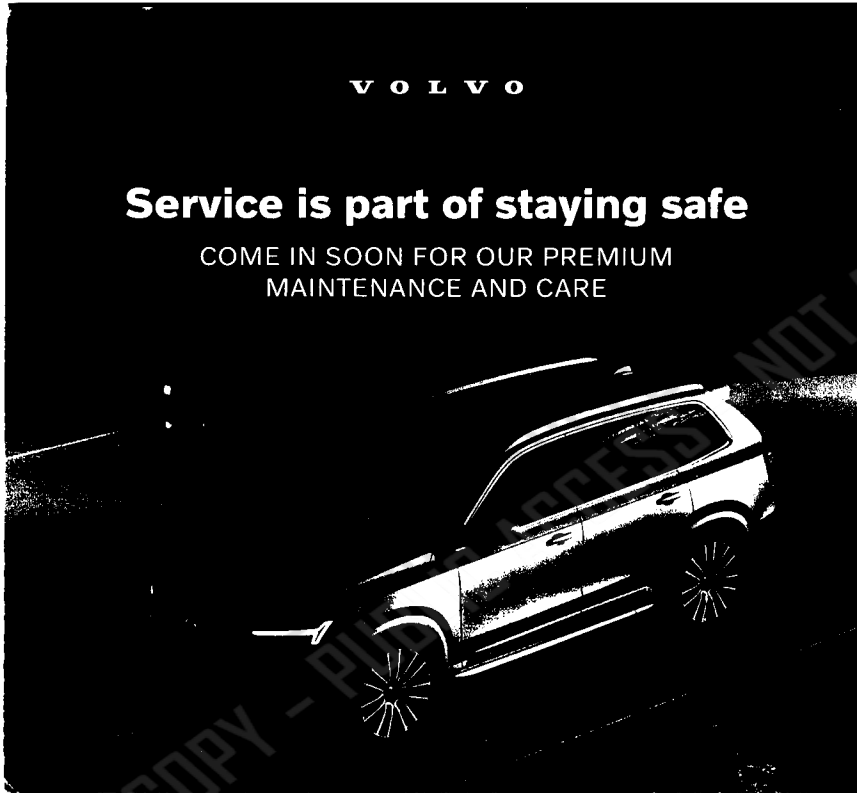
PRESORTED
Standard
U.S. Postage
Paid
EPSILON



VOLVO

Service is part of staying safe

COME IN SOON FOR OUR PREMIUM
MAINTENANCE AND CARE



We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

180,000 - MILE MAINTENANCE INTERVAL.

Maintaining your Volvo car with the trusted team at Weston Volvo Cars is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.

V O L V O

P.O. Box 88720
Carol Stream, IL 60188-8720

PRESORTED
Standard
U.S. Postage
Paid
EPSILON

**Alexander, you're due for an important
180,000 - mile maintenance interval.**



22 823 J658949 0007021 MRTB 22132

Alexander Rusov
8901 Wiles Rd Apt 104
Coral Springs, FL 33067-1870

Weston Volvo Cars

www.westonvolvocars.com

Weston Volvo Cars

SERVICE BY VOLVO CARS SPECIAL OFFER

**Up to
15% OFF**
Any Service or Repair.

Plus tax, if applicable. No cash value. Must present offer at time of service. Cannot be combined with any other offer. Volvo vehicles only. Void where prohibited by law. Excludes tires and body shop. Maximum discount \$250.00. Offer Expires 10/13/26.



Scan to save
offers directly
to your
mobile wallet.



Weston Volvo Cars

VOLVO GENUINE BRAKE SPECIAL OFFER

\$229.95

Install front or rear disc brake pads /
Inspect rotors / Check & correct master
cylinder fluid level. Does not include R
Models.

Plus tax, if applicable. No cash value. Must present coupon at time of service. Cannot be combined with any other offer. Volvo vehicles only. Void where prohibited by law. Offer Expires 10/13/26.

We also offer these conveniences:

- Shuttle Service
- Online Service Booking
- Early Drop Off
- Wi-Fi

Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire tread depth

We'll inspect the tread, wear, and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake pad thickness

We'll help ensure your brakes operate at the highest level of safety. If maintenance is needed, we'll use only Volvo Genuine Parts and precision tools to complete the job.



Wiper blades

We recommend replacing your wiper blades every 12 months, or when streaking occurs, to help ensure clear vision and a safe ride.

We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

180,000 - MILE MAINTENANCE INTERVAL.

Maintaining your Volvo car with the trusted team at Weston Volvo Cars is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel.



Your next service

It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check for software updates, and change the oil, engine air filter, cabin air filter, and brake fluid. Servicing your vehicle at the stated interval is critical to its longevity.

Schedule your next service appointment at the touch of a button in your Volvo Cars app,* visit our website, or give us a call.

Weston Volvo Cars
www.westonvolvocars.com

3650 Weston Rd.
Davie, FL 33331

Service Contact:
Your Weston Volvo Service Team

Service Hours:
Mon - Fri 7:30 AM - 6:00 PM
Sat 7:30 AM - 2:00 PM
Sun Closed

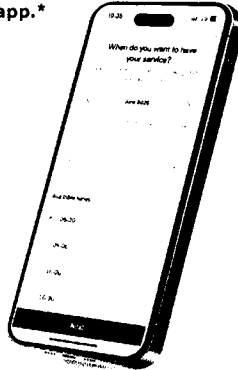


To schedule service online, scan here.

* Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Retailer or Volvo Cars Customer Service for more information about your car and market. App services available with the 4-year subscription included with new vehicles (MY 18 and newer). Following expiration, new terms and conditions apply. European specification vehicles shown. Vehicle shown with optional equipment at an additional cost.
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The quickest way to book.

Use your Volvo Cars app.*



Scan the code, or follow these simple steps to book your service using the Volvo Cars app.*

- Open the Volvo Cars app*
- Select the Support/Chat icon
- Tap Service
- Click Book Service to schedule your appointment

Don't have the app?
Download it now.



Own your time with Volvo Valet: Pickup & Delivery.¹

What would you say if your vehicle could visit the service center without you? With Volvo Valet: Pickup & Delivery, your vehicle will be serviced while you focus on what really matters, then it will be delivered back to you when service is complete.

Volvo Courtesy Vehicles²

Enjoy a complimentary Courtesy Vehicle when servicing your Volvo at our Service Center. Request a Courtesy Vehicle by booking an appointment on the Volvo Cars App, on our website or over the phone. This premium service allows for your day to continue seamlessly. Experience driving the latest Volvo models with our fleet of new Courtesy Vehicles.

1. Volvo Valet is only available at participating retailers.

2. Courtesy Vehicles are subject to retailer availability and policies. Available only at participating retailers.

Service by Volvo Cars



Digital Experience



Car Wash and Vacuum



Alternative Transportation[†]



Volvo Genuine Parts & Service



Customer Lifetime Parts & Labor Warranty***



24/7 Complimentary Volvo Roadside Assistance**



Over-The-Air Software Updates[†]



[†] Alternative Transportation is available at participating Volvo Cars authorized retailers and is subject to retailer availability and terms and conditions. Charges may apply. *** Customer Lifetime Parts and Labor Warranty excludes consumable parts due to normal wear. Non-transferable. See retailer for details. ** Volvo Car USA LLC will cover towing for the first 25 miles to any authorized Volvo retailer in the case of a mechanical or electrical breakdown. Volvo Car USA LLC will cover towing for the first 25 miles to an authorized Certified Collision Center in the case of an accident. Additional fees may apply beyond the initial 25 miles. [†] Over-the-air updates are only available on compatible newer model vehicles.

K1497657 22132 0007021

EXHIBIT 6

Personalized Volvo/Gunther Service Email - February 16, 2026

5 pages follow

Pleaded as contextual and corroborative evidence; not as a separate Challenged Mailer.

Alexander, you're due for an important maintenance interval

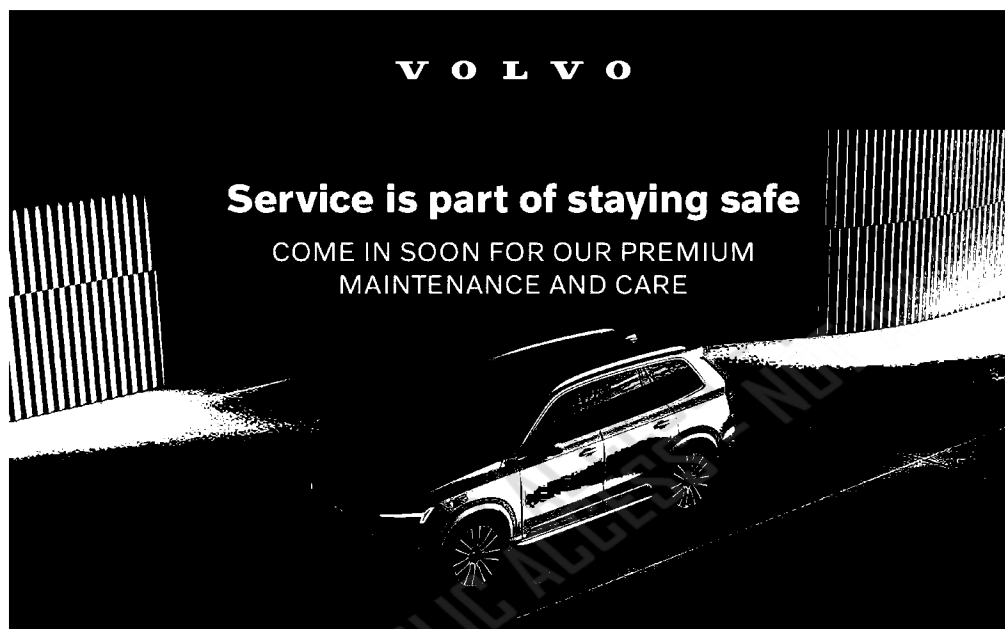
1 message

Gunther Volvo Cars Coconut Creek <from@volvo.email-dealer.com>

Mon, Feb 16, 2026 at 5:19 PM

Reply-To: "noreply@volvo.email-dealer.com" <noreply-HP2v610000019c6889154fa850ef369ff04b6c095@volvo.email-dealer.com>

To: a.rusov2020@gmail.com



We're here to help

SERVICE REMINDER: Your Volvo XC90 may be due for the following service:

160,000 MILE INTERVAL SERVICE.

Maintaining your Volvo car with the trusted team at Gunther Volvo Cars Coconut Creek is an important step in your safety prep. Our Certified Technicians use only Volvo Genuine Parts, advanced diagnostics, and precision tools to help provide the highest level of performance on the road and confidence behind the wheel. Come in soon for our premium maintenance and care.

SCHEDULE SERVICE



Your next service

It's time to bring your Volvo car in for maintenance. We'll perform a multi-point inspection, check for software updates, and change the oil, engine air filter, cabin air filter, and brake fluid. Servicing your vehicle at the stated interval is critical to its longevity.

SERVICE BY VOLVO

10% OFF

Designed to help you worry less and enjoy more. Get savings on any Service or Maintenance.

SCHEDULE SERVICE

Offer expires 04/17/2026. [See Details](#)¹

ALIGNMENT SPECIAL WITH THE PURCHASE OF FOUR ELIGIBLE
TIRES

COMPLIMENTARY

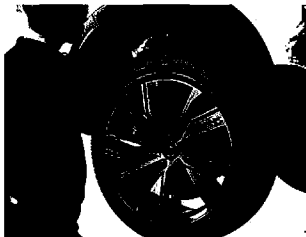
4-Wheel alignment / Inspect suspension / Check tire pressure
(including spare) / Inspect brakes / Inspect tires / Road test.

SCHEDULE SERVICE

Save offers to
your mobile wallet.

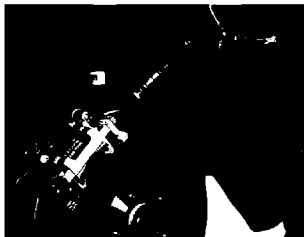


Maintaining your vehicle's safety is our top priority. That's why it's crucial to have your tires, brakes, and wiper blades checked at every service.



Tire Tread Depth

We'll inspect the tread, wear, and condition of your tires. If necessary, we'll fit your Volvo car with tires that meet your vehicle's precise specifications.



Brake Pad Thickness

We'll help ensure your brakes operate at the highest level of safety. If maintenance is needed, we'll use only Volvo Genuine Parts and precision tools to complete the job.



Wiper Blades

We recommend replacing your wiper blades every 12 months, or when streaking occurs, to help ensure clear vision and a safe ride.

SCHEDULE SERVICE

A quick route to expert care*

Through a few taps in your Volvo Cars app, you can quickly book your next service appointment. Get started below.

- Open the Volvo Cars app
- Select the Support/Chat icon
- Tap Service
- Click Book Service

LEARN MORE >



**Service is part
of staying safe.**

Our Certified Technicians use only Volvo Genuine Parts, precision tools, and advanced diagnostics to maintain your Volvo car. This helps preserve the original safety and integrity of your vehicle.

Volvo Car Ownership Benefits

- Service scheduling right on your phone via the Volvo Cars app*
- 24/7 Complimentary Volvo Roadside Assistance**
- Volvo Authorized Service Centers, which give you access to:
 - Certified Technicians and their engineering & support ecosystem
 - Advanced diagnostic equipment, Volvo special systems, tools, and processes.
 - Volvo Genuine Parts & Volvo Genuine Tires
- Customer Lifetime Parts & Labor Warranty on replacement parts***
- Access to Volvo Certified Collision Centers

LEARN MORE >

Gunther Volvo Cars Coconut Creek

4350 N State Road 7
Coconut Creek, FL 33073-3817
Ph: 954-580-2720
www.gunthervolvocars.net

Service Hours:

Mon - Fri 7:30 AM - 6:00 PM
Sat 8:00 AM - 5:00 PM
Sun Closed

[View this email in your browser.](#)

We also offer these conveniences:

Early Drop Off | Online Service Booking | Shuttle Service | Wi-Fi

1. Coupon not valid with any other offers. Must present coupon at time of purchase. Limit one coupon per person. Coupon does not apply to prior purchase. Offer restrictions may apply. Void where prohibited by law. Maximum discount of \$250.00. Offer expires

04/17/2026.

* Services available on the Volvo Cars app vary by model and market. Please contact your local Volvo Cars Authorized Retailer or Volvo Cars Customer Service for more information about your car and market. App services available with the 4-year subscription included with new vehicles (MY 18 and newer). Following expiration, new terms and conditions apply.

** Volvo Car USA LLC will cover the first 25 miles to any authorized Volvo retailer in the case of a mechanical or electrical breakdown. Volvo Car USA LLC will cover the first 25 miles to an authorized Certified Collision Center in the case of an accident. There will be an overage fee for mileage beyond the initial 25 miles unless the customer has Volvo Roadside Assistance Plus.

*** Excludes consumable parts due to normal wear. See retailer for details.
Non-transferable.

European specification vehicles shown. Vehicle shown with optional equipment at an additional cost.

This is an email advertisement. You are subscribed to receive emails at a.rusov2020@gmail.com.
If you prefer not to receive marketing emails from Gunther Volvo Cars Coconut Creek, go here to [unsubscribe](#).

Please do not reply to this email since we are unable to respond to your message at this address. For additional help or information, please contact Gunther Volvo Cars Coconut Creek directly.

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Volvo Program Headquarters
1240 North Avenue
West Chicago, IL 60185 USA

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