

February 25, 2026

Colm A. Moran

VIA ELECTRONIC MAIL

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Mr. Alexander Rusov

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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").

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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.

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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