IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MATTHEW R. HEYERT, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

SWICKARD RAVENNA, LLC, a Washington limited liability company, SWICKARD BELLEVUE, LLC, a Washington limited liability company, SWICKARD MANAGEMENT COMPANY, a Washington corporation, VOLVO CAR USA LLC, a Delaware limited liability company, and JOHN DOES 1-20,

Defendant.

No.

CLASS ACTION COMPLAINT FOR DAMAGES

Plaintiff Matthew R. Heyert, brings this action against Defendants Swickard Ravenna, LLC dba Volvo Cars Seattle ("Volvo Seattle"), Swickard Bellevue, LLC dba Volvo Cars Bellevue ("Volvo Bellevue"), Swickard Management Company ("Swickard"), and Volvo Car USA LLC ("Volvo USA") (collectively "Defendants" or "Volvo") based upon personal knowledge as to allegations specifically pertaining to Plaintiff and, as to all other matters, upon the investigation of counsel.

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I. INTRODUCTION

1.1. This case concerns a widespread, concealed, and dangerous brake system defect in Volvo vehicles manufactured, distributed, and sold between 2016 and 2022 ("Class Vehicles"), including but not limited to the Volvo XC60, XC90, and S60 models. The defect ("Brake Defect") affects the brake booster and/or master brake cylinder components and can lead to partial or total loss of braking function — a fundamental safety failure.

1.2. Despite having notice of this dangerous Brake Defect, Defendants continued to market the Class Vehicles as safe, luxury automobiles and failed to warn consumers or initiate a recall.

1.3. Defendants had actual or constructive knowledge of the defect through pre-sale testing, customer complaints, warranty claims, dealership communications, and reports filed with National Highway Traffic Safety Administration ("NHTSA"). Yet, they omitted any disclosure of the risk in marketing or sale of the Class Vehicles.

1.4. As a result, Washington consumers paid for vehicles that were unsafe and not as represented. Many incurred out-of-pocket costs for repairs that should have been covered, including replacements of brake boosters, master brake cylinders, vacuum pumps, and related labor.

II. JURISDICTION AND VENUE

2.1. This Court has subject matter jurisdiction under RCW 2.08.010 and personal jurisdiction over all Defendants pursuant to RCW 4.28.185.

2.2. Venue is proper in King County under RCW 4.12.025 because Defendants operate dealerships and transact business in King County and a substantial portion of the transactions and events giving rise to this lawsuit occurred here.

III. PARTIES

3.1. Plaintiff Matthew R. Heyert is an individual, and at all relevant times, has been a resident of King County in the State of Washington. Plaintiff is the owner of a Class Vehicle,

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specifically a 2018 Volvo XC60, VIN # YV4102RL1J1026998 (for the purposes of Plaintiff's allegations, the "Class Vehicle").

3.2. At all relevant times, Defendant Swickard Ravenna, LLC dba Volvo Cars Seattle, a Washington limited liability company (UBI 604-330-196), operates and/or manages a Volvo car dealership whose principal place of business is located at 2700 NE 55th St., Seattle, Washington, 98105, in King County Washington ("Volvo Seattle").

3.3. At all relevant times, Defendant Swickard Bellevue, LLC dba Volvo Cars Bellevue, a Washington limited liability company (UBI 604-426-385), operates and/or manages a Volvo car dealership whose principal place of business is located at 420 116th Ave NE, Bellevue, WA 98004, in King County Washington ("Volvo Bellevue"),

3.4. Upon information and belief, Defendant Swickard Management Company, a Washington corporation (UBI 604-068-835), transacts business in King County, Washington through its ownership/operation/management of Defendants Volvo Seattle and Volvo Bellevue. Swickard Management Company's principal office address is listed as 1650 Spring Gate Ln, Las Vegas, Nevada, 89134 on the Washington Secretary of State website.

3.5. Upon information and belief, Defendant Volvo Car USA LLC ("Volvo USA"), is a Delaware limited liability company who transacts business in King County, Washington, through the sales/marketing of Volvo vehicles.

3.6. Upon information and belief, John Does 1-20 are employees of Defendants Volvo Seattle and/or Volvo Bellevue, who were either involved with the sale or service of the Class Vehicle that is the subject of this lawsuit.

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IV. CLASS ACTION ALLEGATIONS

4.1. **Class Definition:** Plaintiff brings this action on behalf of themselves and all others similarly situated pursuant to CR 23. The Class is defined as:

> All persons who purchased or leased a Class Vehicle (model years 2016–2022) that was sold and/or distributed by Defendants in Washington State and that underwent or required a repair to the brake booster and/or master brake cylinder while located in Washington.

4.2. Numerosity: The Class includes potentially hundreds of members throughout Washington. Joinder is impracticable.

4.3. Commonality: Questions of law and fact are common to the Class, including:

- Whether some Class Vehicles have a brake system defect;
- Whether Defendants knew or should have known of the defect;
- Whether Defendants failed to disclose the defect;
- Whether the Brake Defect poses a uniform safety risk;
- Whether Defendants breached warranties or violated the Washington Consumers Protection Act ("CPA");

4.4. Typicality: Plaintiff's claims are typical of the Class as they arise from the same brake defect and misrepresentations.

4.5. Adequacy: Plaintiff will fairly and adequately protect the Class and has retained experienced counsel. Plaintiff has no known conflicts with the class.

4.6. Superiority: Class treatment is superior to other methods for adjudicating this controversy. Common issues predominate over individual issues.

V. FACTUAL ALLEGATIONS

Volvo Represents Themselves as Safe and Reliable.

5.1. Volvo either designed, manufactured, distributed, marketed, and/or sold the Class Vehicles in Washington State. Volvo also provides service and maintenance for the Class Vehicles through their service providers throughout Washington state.

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5.2. Volvo designed, manufactured, marketed, distributed, and warranted the Class Vehicles in Washington State in a uniform manner.

5.3. Throughout the years, and at all times relevant to this action, Volvo has marketed the safety of their Class Vehicles, touting their reputation for being a "leader in automotive safety for decades."

5.4. To most people, Volvo is widely known as a luxury brand, whose name Volvo name in and of itself represents safety.

5.5. In contrast to Volvo's marketing and reputation, the Class Vehicles are equipped with defective braking systems that may fail and result in partial or total loss of braking capability, creating an inherently dangerous safety risk with potentially disastrous consequences for Plaintiff and Class Members. Defendants knew or should have known of the Brake Defect but failed to rectify it.

Volvo Knew about the Brake Defect but Failed to Correct the Brake Defect or Notify Consumers.

5.6. Defendants fraudulently, intentionally, negligently and/or recklessly concealed from Plaintiff and Class Members the Brake Defect in the Class Vehicles even though Defendants knew or should have known of design defects in Class Vehicles.

5.7. Volvo Car USA exercised control over the content of consumer-facing service information and repair protocols distributed to dealerships, including Volvo Cars of Bellevue.

5.8. Knowledge and information regarding the Brake Defect was in the exclusive and superior possession of Volvo. That information was not provided to Plaintiff and Class Members. Based on consumer complaints to the NHTSA, Defendants were aware (or should have been aware) of the Brake Defect in the Class Vehicles and fraudulently concealed the Brake Defect and its safety risk from Plaintiffs and Class Members. Defendants knew, or should have known, that the Brake Defect was material to owners of the Class Vehicles and was not known or reasonably discoverable by Plaintiffs and Class Members before they purchased Class Vehicles.

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5.9. Defendants have and continue to be under a legal obligation under federal law to monitor defects that can cause a safety issue and report them within five (5) days of learning of them. Upon information and belief, Defendants therefore monitor the NHTSA website and the complaints filed therein to comply with their reporting obligations under federal law.

5.10. Defendants' deceptive acts, misrepresentations and/or omissions regarding the Brake Defect create a safety risk for drivers and occupants of the Class Vehicles and members of the public who may be involved in accidents with Class Vehicles that experience the Brake Defect while they are being driven. When the Brake Defect manifests, the vehicle may experience partial or total loss of braking capability, increasing the risk of injury to occupants. The reasonable expectation that the Class Vehicles are safe and reliable to drive (and ride in) is and was material to Plaintiffs and Class Members at all relevant times.

5.11. Upon information and belief, Defendants also knew about the Brake Defect through monitoring NHTSA complaints identifying the Brake Defect, below is a sampling of these complaints:

> NHTSA ID Number: 11654773
> Incident Date: April 14, 2025
> Consumer Location: Richmond, VA
> Vehicle Type: 2018 Volvo XC90
> VIN: YV4A22PK9J1****
>
> The first incidence occurred around [XXX]. I was traveling [XXX] on [XXX] in North Carolina about an hour north of Charlotte. I pulled into a rest area and, upon pressing the brake pedal, heard a bit of a hissing noise and suddenly the brake pedal was extremely hard and the car was very difficult to bring to a stop. I did an online search for what might be wrong and discovered it was likely a brake booster failure. I drove the car onto Charlotte, carefully and with extreme difficulty, and took it to the Swedish Connection, a local Volvo specialist. They confirm the diagnosis and replaced the brake booster. Last night, [XXX], I drove the car down to Pickens South Carolina for work. When I got in to return to Charlotte late at night, I turned the ignition, put the car in reverse, and, with my foot on the brake and waiting to back out of the parking space, I heard that hissing noise again. Sure enough, the brake booster had evidently failed again. I drove the car back to Charlotte, mostly on [XXX], and the electronic braking seemed to work OK under cruise control maintaining speed and distance between other cars in traffic. Of course, driving the vehicle

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on local roads, through stoplights, and turns was extremely difficult and dangerous. I have returned the car to the same mechanic that repaired the last brake booster. I will be reporting this to Volvo as well, as this is a serious safety issue and defect with my vehicle. The mechanic has confirmed that this has happened in other Volvo XC 90s. The vehicle has NOT been inspected by the manufacturer. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).

NHTSA ID Number: 11621462
Incident Date: October 17, 2024
Consumer Location: Herndon, VA
Vehicle Type: 2019 Volvo XC90
VIN: YV4A22PK9K1****

The contact owns a 2019 Volvo XC90. The contact stated while reversing out of a parking space, the contact depressed the brake pedal; however, the vehicle failed to stop. The contact pumped the brake pedal and then depressed the brake pedal to the floor for the vehicle to come to a stop. There were no warning lights illuminated. The vehicle was towed to be diagnosed and it was determined that the brake master cylinder and the brake booster had failed internally, causing a vacuum leak. The contact was informed that the brake master cylinder and brake booster needed to be replaced, the brake lines needed to be bled, and the brake control module needed to be calibrated. The vehicle was scheduled to be repair but had not yet been repaired. The manufacturer was made aware of the failure. The failure mileage was 49,800.

NHTSA ID Number: 11600947
Incident Date: June 1, 2023
Consumer Location: Oak Park, IL
Vehicle Type: 2019 Volvo XC90
VIN: N/A

The contact owns a 2019 Volvo XC90. The contact stated that while stopped and attempting to accelerate, the brake became inoperable. There were no warning lights illuminated. The vehicle was towed two times and taken to the local dealer, where it was diagnosed three times that the brake booster had failed. The vehicle was repaired, but the failure persisted. The manufacturer was not contacted. The failure mileage was unknown. The VIN was not available.

NHTSA ID Number: 11533995
Incident Date: December 3, 2022
Consumer Location: Buena Vista, VA
Vehicle Type: 2019 Volvo XC60
VIN: LYV102RK3KB****

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At approximately 55,000 miles I started to experience intermittent heavy vibration at Highway speeds. According to the Volvo technical journal this is a known issue called the Ghost Shaker. There we no warning lamps or car messages that displayed while the shaking occurred. Typically, the car would shake when above 45 MPH, especially on interstate. While the Ghost Shaker is happening, it was very hard to control the vehicle and the only way to cease the shaking is to pull over and come to a complete stop. Sometimes this was not very safe, especially when you were on an interstate with limited shoulder space. This appears to be a known issue of Volvo, but since I was out of warranty, I had to cover the cost for the repair. I took my XC60 into an Independent Repair shop and a new Volvo Brand brake booster was installed. This appears to have rectified the situation and the shaking has stopped.

NHTSA ID Number: 11515761
Incident Date: March 30, 2023
Consumer Location: Chula Vista, CA
Vehicle Type: 2017 Volvo XC60
VIN: YV440MDU6H2****

Got into my car, pulled out of a parking spot and approached a stop sign. The brakes suddenly became extremely mushy and the brake peddle went all the way to the floor. I didn't notice an issue when I pulled out of the parking spot. I was unable to continue driving as the brakes were not usable. I had the car towed to the dealer and they indicated the brake booster and vacuum pump failed due to "normal wear and tear". The vehicle was purchased at, and always maintained at our local Volvo dealer. Luckily no accident occurred.

NHTSA ID Number: 11361642
Incident Date: September 9, 2020
Consumer Location: San Diego, CA
Vehicle Type: 2016 Volvo S60
VIN: YV126MFK9G2****

THE BRAKE SUDDENLY LOST BRAKING POWER AFTER THE BRAKE PEDAL WAS DEPRESSED AT A RED LIGHT ON A LOCAL STREET. EVERY TIME I PRESS THE BRAKE PEDAL AFTER THE INCIDENT, I COULD HEAR A SOUND OF AIR LEAKING SOMEWHERE BEHIND THE PEDAL. OTHER SYSTEMS SEEM FINE AND I MANAGED TO ROLL THE CAR BACK TO OUR PARKING LOT ABOUT HALF A MILE AWAY, AND HAD THE CAR TOLLED TO A LOCAL DEALER THE NEXT DAY. I WAS TOLD LATER BY THE DEALER THAT IT'S CAUSED BY MALFUNCTION OF BRAKE "BOOSTER" OR VACUUM PUMP(?) AND REPAIRED IT AT A COST OF ~$2500.00.

Plaintiff's Purchase of his Classs Vehicle and Expectations

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5.12. On July 22, 2021, Plaintiff Matthew R. Heyert ("Plaintiff") purchased a Volvo XC60 from Defendants' dealership, operated under the names Volvo Seattle and Volvo Bellevue, and owned and/or controlled by Defendant Swickard. Prior to his purchase, Plaintiff had been searching for a new vehicle for over a year, ultimately selecting Volvo based on its longstanding public reputation—and Defendants' own representations—as a manufacturer of safe, reliable, and luxury vehicles. Defendants marketed the XC60 in particular as consistent with those brand qualities.

Initial Brake Issues and Misrepresentation

5.13. Within one week of purchase, Plaintiff experienced violent shaking of the XC60 while driving at freeway speeds. Plaintiff brought the vehicle to Volvo Seattle for inspection. At that time, Defendants represented to Plaintiff that the issue was due to improper tire rotation. Plaintiff later discovered that Volvo had issued a Technical Journal (TJ 36305.1.1) identifying similar symptoms as indicative of a potentially dangerous condition involving failure of the brake booster and master cylinder. Defendants failed to disclose this information and misrepresented the seriousness of the issue.

First Brake Failure – June 23, 2023

5.14. On June 23, 2023, Plaintiff experienced a total loss of braking function while reversing from his driveway with his then 13-year-old child. The XC60 became uncontrollable until significant pressure was applied to the brake pedal. The vehicle was towed to Volvo Bellevue, where it was diagnosed with a failed brake booster (Part No. 31400307-0) and master cylinder. Plaintiff paid $2,986.29 for the repair. Plaintiff inquired about warranty coverage but was told the warranty had expired approximately four months earlier. Despite repeated requests, Plaintiff was never provided with a copy of the vehicle's warranty or service history from Volvo Seattle or Volvo USA.

Second Brake Failure – May 14, 2024

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5.15. On or around May 14, 2024, Plaintiff again experienced brake failure, this time in a crowded parking lot. The XC60 became difficult to stop and required towing. Volvo Bellevue again diagnosed a brake booster failure and replaced the parts under Volvo's lifetime genuine parts warranty at no cost. A service manager, believed to be named Michael, assured Plaintiff that if the defect reoccurred, Volvo Bellevue would "take care of him" and assist him in obtaining a replacement vehicle. Notwithstanding those assurances, Plaintiff was reluctant to operate the XC60 due to its recurring brake issues.

5.16. Plaintiff relied on Defendant's representation that Volvo Bellevue would "take care of him" if the Brake Defect occurred a third time.

Third Brake Failure – March 14, 2025

5.17. On March 14, 2025, Plaintiff experienced a third brake failure. While attempting to leave a parking space after work, the brake booster failed once more. Recognizing the now-familiar symptoms, Plaintiff refused to operate the vehicle and had it towed to Volvo Bellevue, where it remains. After significant delay, Plaintiff was contacted by the current service manager, Michael, who conceded that Plaintiff's XC60 was a "lemon" and acknowledged the repeated brake failures were not attributable to Plaintiff. Michael further stated that responsibility for the defect rested with Volvo manufacturing and referred Plaintiff to Volvo USA for any remedy.

Defendants' Responses to Plaintiff's Repeated Brake Failures

5.18. Plaintiff initiated a second warranty case with Volvo USA (Ref. No. 250314-001064), supplied requested documentation, and requested to speak with a representative regarding an appropriate resolution. No meaningful assistance was provided. On April 21, 2025, Plaintiff was contacted by Randy, the manager of Volvo Bellevue, who similarly acknowledged that the defect was not Plaintiff's fault and should be resolved by Volvo USA. Nevertheless, neither Volvo USA nor any of the Defendants provided a remedy or further communication indicating a willingness to resolve the matter.

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5.19. Plaintiff made multiple good faith attempts to resolve the matter directly with Defendants. He requested reimbursement for the initial out-of-pocket brake repair and sought to be placed into a comparable vehicle with a similar trim package and payment structure. Defendants declined to assume any liability and offered to repurchase the XC60 for $15,000—an amount insufficient to both satisfy Plaintiff's outstanding loan balance of $12,500 and provide adequate equity toward a replacement vehicle. Plaintiff attempted to negotiate this offer, but was ultimately told that "nothing could be done." Negotiations ended without resolution..

Brake Defect and Defendants' Knowledge'

5.20. Plaintiff later discovered, through his own investigation, that the brake booster failure he experienced was not unique to his vehicle. Defendants were or should have been aware of a systemic brake booster defect affecting a range of Volvo models manufactured between 2016 and 2022, including the XC60, XC90, and S60. Despite this knowledge, Defendants failed to disclose the existence of the defect to consumers prior to or after the sale, and failed to issue recalls or adequate warnings. The Brake Defect presents a serious safety hazard to drivers, passengers, and the public.

5.21. Due to the repeated and unresolved brake failures, Plaintiff has justifiably refused to operate the XC60 out of concern for the safety of himself, his family, and the public. Plaintiff continues to make payments on a vehicle that he reasonably believes to be unsafe and inoperable, and Defendants have refused to provide either a refund, replacement, or other adequate remedy.

VI. CLASS ACTION ALLEGATIONS

Plaintiff Matthew R. Heyert, individually and on behalf of all others similarly situated, brings the following causes of action against Defendants Volvo Seattle, Volvo Bellevue, Swickard Management Company, and Volvo Car USA LLC pursuant to CR 23 of the Washington Superior Court Civil Rules.

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VII. FIRST CAUSE OF ACTION - VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT ("CPA") – RCW 19.86 ET SEQ. (ASSERTED ON BEHALF OF PLAINTIFF AND THE CLASS)

7.1. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

7.2. Defendants engaged in unfair and deceptive acts and practices in trade or commerce that affected the public interest in violation of RCW 19.86.020, including but not limited to:

- Failing to disclose a known and serious Brake Defect in the Class Vehicles;
- Marketing the Class Vehicles as safe and reliable despite knowledge of said defect;
- Misrepresenting the cause of known brake issues during service appointments;
- Failing to initiate a recall or offer full warranty coverage for a known safety hazard.

7.3. Defendants had a duty to disclose the Brake Defect given their superior knowledge and the inherent safety risks posed by the defect.

7.4. These deceptive practices have a broad impact on Washington consumers who purchased, leased, or serviced Class Vehicles without knowledge of the defect.

7.5. As a direct and proximate result of Defendants' unfair and deceptive conduct, Plaintiff and Class Members have suffered injury in fact and legally cognizable damages, including but not limited to: overpayment for defective vehicles, out-of-pocket repair costs, loss of vehicle use, diminished value, and safety risks.

7.6. Plaintiff and the Class seek all available remedies under the CPA, including actual damages, treble damages not to exceed $25,000, reasonable attorneys' fees, and injunctive relief pursuant to RCW 19.86.090.

VIII. SECOND CAUSE OF ACTION – BREACH OF EXPRESS WARRANTY – RCW 62A.2-313 (ASSERTED ON BEHALF OF PLAINTIFF AND THE CLASS)

8.1. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

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8.2. Defendants, through written warranties and representations made at the point of sale and during marketing, warranted that the Class Vehicles were free from defects and safe to operate.

8.3. The Brake Defect, present in some Class Vehicles, materially breaches those warranties.

8.4. Defendants failed to repair the defect in a reasonable time or manner, and in many cases denied warranty coverage outright despite having prior knowledge of the defect.

8.5. Plaintiff and Class Members relied on the existence of warranties in deciding to purchase the vehicles. Defendants' breach of warranty caused economic harm, including repair costs and loss of use.

8.6. Plaintiff and the Class seek damages, including refund or replacement under RCW 62A.2-714 and RCW 62A.2-715, and all other appropriate relief.

IX. THIRD CAUSE OF ACTION – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY – RCW 62A.2-314 (ASSERTED ON BEHALF OF PLAINTIFF AND THE CLASS)

9.1. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

9.2. Defendants, as merchants, sold Class Vehicles that were not fit for ordinary use due to the Brake Defect.

9.3. The Class Vehicles are unmerchantable because they may suffer from a latent safety defect that substantially impairs their value, use, and safety.

9.4. Defendants' breach of the implied warranty of merchantability has caused injury and damages to Plaintiff and Class Members, including the inability to safely operate their vehicles.

9.5. Plaintiff and the Class seek damages, including diminution in value, repair costs, and other economic losses, as allowed by law.

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X. FOURTH CAUSE OF ACTION – FRAUDULENT OMISSION / CONCEALMENT (ASSERTED ON BEHALF OF PLAINTIFF AND THE CLASS)

10.1. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

10.2. Defendants intentionally and knowingly concealed material facts concerning the Brake Defect from Plaintiff and the Class, despite having actual knowledge of the defect.

10.3. These omissions were material and made with intent to defraud or mislead purchasers into believing that the Class Vehicles were safe and free of defects.

10.4. Plaintiff and the Class would not have purchased, or would have paid significantly less for, the Class Vehicles had they known of the concealed defect.

10.5. Defendants' conduct constitutes fraudulent concealment, entitling Plaintiff and the Class to damages and punitive relief where permitted.

XI. SIXTH CAUSE OF ACTION – BREACH OF CONTRACT / IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (ASSERTED INDIVIDUALLY ON BEHALF OF PLAINTIFF)

11.1. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein

11.2. Plaintiff entered into a sales agreement and service relationship with Defendants, creating binding contractual obligations.

11.3. Defendants' actions—including misrepresentations during service, failure to disclose the Brake Defect, and failure to honor repeated promises to assist in replacement—constitute breach of contract and breach of the covenant of good faith and fair dealing.

11.4. Plaintiff suffered damages including financial loss, loss of use, and emotional distress resulting from repeated brake failures.

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XII. SEVENTH CAUSE OF ACTION – NEGLIGENT MISREPRESENTATION (ASSERTED INDIVIDUALLY ON BEHALF OF PLAINTIFF)

12.1. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

12.2. Defendants, through their dealerships, made false representations to Plaintiff concerning the cause of the vehicle's symptoms and the overall safety and condition of his XC60.

12.3. Defendants' representations were made without reasonable care and in disregard of known or suspected issues with the braking system.

12.4. Plaintiff reasonably relied on these misrepresentations to his detriment and suffered damages as a result.

XIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Matthew R. Heyert, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment in his favor and against Defendants Volvo Seattle, Volvo Bellevue, Swickard Management Company, and Volvo Car USA LLC as follows:

As to All Class Causes of Action:

1. **Certification of the Class**, including appointment of Plaintiff as class representative and Plaintiff's counsel as class counsel under CR 23;
2. **Compensatory damages** for Plaintiff and Class Members in an amount to be determined at trial, including but not limited to:
   - Out-of-pocket repair costs;
   - Diminished value of Class Vehicles;
   - Loss of use and inconvenience;
   - Overpayment at the time of sale or lease due to undisclosed safety defects;
3. **Treble damages** for Plaintiff and Class Members pursuant to RCW 19.86.090 for Defendants' violation of the Washington Consumer Protection Act.

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4. **Injunctive relief**, including but not limited to:

   - Disclosure of the Brake Defect;
   - Notification to Class Members;
   - Full repair or replacement of Class Vehicles at Defendants' expense;

5. **Restitution or disgorgement** of profits wrongfully obtained by Defendants through deceptive or unlawful practices;

6. **Pre- and post-judgment interest** at the maximum rate permitted by law;

7. **Reasonable attorneys' fees and costs of suit** under the CPA and any other applicable law;

As to Plaintiff Individually:

8. **Compensatory damages** for Plaintiff individually, including:

   - The cost of out-of-pocket brake repairs;
   - Continued monthly loan payments for an unsafe and inoperable vehicle;
   - Loss of use of the vehicle;
   - Emotional distress arising from repeated brake failures;

9. **Damages under the Magnuson-Moss Warranty Act**, including costs of repair, incidental and consequential damages, and attorneys' fees under 15 U.S.C. § 2310(d);

10. **Damages for breach of contract and breach of the implied covenant of good faith and fair dealing**, including reliance damages and expectation damages;

11. **Damages for negligent misrepresentation**, including economic loss directly resulting from Plaintiff's reliance on false information provided by Defendants;

12. **Such other and further relief** as the Court may deem just and proper.

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DATED this 22nd day of July, 2025

ENTENTE LAW PLLC

/s/ James B. Pizl
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