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**Notice of Proposed Class Action Settlement and Fairness Hearing**

Superior Court of New Jersey  
Union County: Law Division  
Docket No.: UNN-L-004184-03

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- ▶ This Notice is to inform you of a proposed settlement in a class action lawsuit against Smythe Volvo, Inc., a New Jersey automobile dealership. You may be entitled to the benefits of the Settlement. This Notice describes the Settlement and informs you of your rights.
- ▶ Please take time to read this Notice carefully and in its entirety. If you take no action, you will automatically remain in the Settlement Class and receive the benefits of the Settlement if it is approved by the Court. If you remain in the Settlement Class, you will also be barred from ever raising certain claims. If you decide to exclude yourself from the Settlement Class and not receive the benefits of the Settlement, you must read and follow the instructions in the answer to Question 11 on page 5 of this Notice.

**DO NOT BE ALARMED: YOU ARE NOT BEING SUED.**  
A NEW JERSEY COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.

**WHAT IS THIS  
CLASS ACTION  
SETTLEMENT ABOUT?**

A class action settlement has been proposed to resolve claims brought on behalf of the Settlement Class that alleged that Defendant Smythe Volvo, Inc.: (1) used a Lease Waiver form that violated the New Jersey Consumer Protection Leasing Act and regulations; and (2) failed to provide lease customers with the greater of 24 hours or one business day to review the lease before signing it. The proposed Settlement seeks to recover money damages for Class Members, notify Class Members that they may have individual claims that they may wish to pursue, and to end the challenged practices. If you have individual claims (see Question 7 below) you should discuss what claims you may have and any time limitations with an attorney.

**WHAT DOES THIS HAVE  
TO DO WITH ME?**

You are a member of this Class if this Notice was addressed to you. If you believe you are a Class Member and a Notice was not addressed to you, please notify the Settlement Administrator in writing at: Settlement Administrator, Re: Estep v. Smythe Volvo, Inc., PO Box 1394, Minneapolis, MN 55440-1394. Please include in your writing your name, address, telephone number and the year in which you leased a vehicle from Smythe Volvo, Inc. **You do not have to do anything to remain in the Class and obtain the benefits described in this Notice if the Settlement is approved.**

**CAN I EXCLUDE MYSELF  
FROM THE SETTLEMENT?**

Yes. Please read this Notice for further details and instructions.

**YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM –  
ARE EXPLAINED IN THIS NOTICE**

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## **BASIC INFORMATION**

### **1. What is this lawsuit about?**

This lawsuit is about whether or not Defendant Smythe Volvo, Inc. violated the New Jersey Consumer Protection Leasing Act and the Truth-in-Consumer Contract Warranty and Notice Act (“TCCWNA”) by obtaining Lease Waivers from its individual customers that contained incorrect language or omitted language required by New Jersey consumer protection regulations, and whether the Lease Waivers also violated the Consumer Fraud Act by failing to provide its individual lease customers with one 24-hour business day to review the lease before signing it. Defendant denies that it violated any law or committed any wrongdoing.

### **2. What is a class action and who is involved?**

In a class action lawsuit, a person called a “Class Representative” (in this case Jeffrey Estep) sues on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representative and the Class Members together are called the Plaintiffs. The company being sued (in this case Smythe Volvo, Inc.) is called the Defendant. Since everyone in the Class has the same claims against the Defendant, one court can resolve the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

### **3. Why did I get this Notice?**

You received this Notice because Defendant’s records show that you leased a vehicle from Smythe Volvo, Inc. on or after January 1, 1999, and also received the Lease Waiver form that allegedly contained incorrect language or omitted required language.

### **4. Why is there a settlement?**

Both sides agreed to a settlement before going to trial in order to avoid the cost of trial and to ensure that the affected customers will receive compensation. The Class Representative and the attorneys appointed to represent the Class believe the proposed Settlement is in the best interest of all Class Members. By settling this lawsuit, Defendant does not admit any wrongdoing.

### **5. Who represents the Settlement Class in this case?**

The Court has decided that the following lawyers are qualified to represent you and all other Class Members:

Andrew R. Wolf  
Galex Wolf, LLC  
1520 U.S. Highway 130, Suite 101  
North Brunswick, NJ 08902  
(732) 257-0550  
info@galexwolf.com

Glen H. Chulsky  
Law Office of Glen H. Chulsky  
410 Route 10 West, Suite 210  
Ledgewood, NJ 07852  
(973) 252-9000  
ghc@njconsumerfraudlawyers.com

These attorneys are experienced in handling consumer class action cases. You will not be charged for their services. You may choose to have your own attorney represent you in this matter. If you want to be represented by your own lawyer, you will be responsible for paying his or her fees.

## **THE CLAIMS IN THE LAWSUIT**

### **6. What are the issues in the lawsuit?**

Plaintiff alleges that Defendant required its lease customers to sign a Lease Waiver form document waiving their right to the one-day review period which did not contain the correct language or omitted language required by the state regulations. Plaintiff also alleges that Defendant failed to provide its individual lease customers with one 24-hour business day to review the lease before signing it as required by New Jersey law. The Defendant has denied that it violated any law or committed any wrongdoing.

## 7. What did the Plaintiff ask for?

Plaintiff sought money damages for the Class, including himself. He also sought to have Defendant provide notice to all Class Members notifying them that if they did not have one 24-hour business day to review the lease and did not sign a proper lease waiver, that they may have individual claims against the dealership and possibly the lease finance company which they may choose to pursue. He also sought to have Defendant end the challenged practices.

**If you did not have one 24-hour business day to review your lease before signing it, you may have individual claims against Defendant which may include money damages and/or the right to cancel your lease and get your money back. If you fit into this category, you should discuss what claims you may have and any time limitations with an attorney.**

## THE TERMS OF THE SETTLEMENT

## 8. What is the proposed Settlement?

Under the terms of the Settlement:

1. **For each vehicle that you leased from Defendant and also signed the alleged violative Lease Waiver form between January 1, 1999 and April 18, 2006, you will receive a total maximum relief of \$200 via a redeemable Certificate.** The Certificate may be redeemed for a check in the amount of \$50; or for a \$100 discount towards maintenance, repair or parts at the Defendant dealership; or for a \$200 discount towards the purchase or lease of a new or used vehicle from the Defendant dealership. If you leased more than one vehicle from Defendant during the Class Period, you will receive one Certificate for each vehicle that you leased. Once you choose which option you want, the Certificate is void for the other options. The Certificates are freely transferable with proof of transfer by the bearer and identification of the person redeeming the Certificate.
2. You may redeem the Certificate for a \$50 check by either (1) presenting the Certificate in person at the dealership for an immediate payment; or (2) redeeming the Certificate by mail to receive payment within 30 days. Cash Certificates will remain valid for 95 days from the date the Certificate is mailed to you; or
3. You may redeem the Certificate for a \$100 service credit towards maintenance, repair or parts from Defendant. The Service option may be used in multiple transactions until the coupon's \$100 value is exhausted, at which time it shall become void. The Service option is redeemable for two years plus five days from the date it is mailed to each Class Member. The Service option may be used in combination with the \$100 service option of other Certificates (limited to a maximum of two per visit) and also may be combined with other unrelated coupons, discounts or offers available from Defendant; or
4. You may redeem the Certificate for a \$200 discount towards the purchase or lease of a new or used vehicle from the Defendant dealership. The Discount option is redeemable for five years plus five days from the date it is mailed to each Class Member. Discount option coupons cannot be combined. The person using the Discount option shall not be required to disclose that s/he will be using the coupon until after the deal is final in all other respects, including any finance department after sale add-ons. The Discount option of the Cash Certificate/Discount Coupon/Service Coupon may be combined with any unrelated coupons, discounts or offers available from Defendant or the manufacturer. However, only one Discount option coupon may be used for each purchase or lease transaction.
5. Defendant will pay all costs of administering the Settlement.
6. Defendant will pay Class Counsel for attorney's fees and will reimburse Class Counsel for expenses incurred in connection with this litigation. These payments will not reduce the benefits to the Class. Subject to Court approval, Class Counsel's fees and costs shall be paid by Defendant in the amount of \$165,000.

7. Defendant shall pay the Class Representative, Jeffrey Estep, \$10,000 to resolve his individual claims and as an incentive payment in recognition of his efforts on behalf of the Class.
8. The settlement Certificates for Cash, Service or Discount are in exchange for a release of any and all claims a Class Member has or may have against Defendant related to the claims brought in this lawsuit related to any violation of the TCCWNA.
9. Class Members are not releasing any claims they may have for violations of the Consumer Protection Leasing Act or the Consumer Fraud Act for the dealership's failure to provide them with one 24-hour business day to review the lease before signing it.
10. Defendant will cease the challenged practices. Plaintiff and Class Counsel will have the right to inspect Defendant's records to ensure compliance.

## YOUR RIGHTS AND OPTIONS

### **9. How do I participate in the Settlement?**

**You do not have to do anything to receive the benefits of this Settlement.** You will automatically remain in the Class and, upon judicial approval, receive the benefits of the Settlement.

### **10. What claims are released if I participate in the Settlement?**

Persons participating in the Settlement will not be able to sue, or continue to sue Defendant as part of any other lawsuit about the same TCCWNA claims that are the subject of this lawsuit. You will be legally bound by all orders the Court issues and judgments the Court makes in the proposed Settlement. You will still, however, be able to pursue any claims that you may have for not being provided one 24-hour business day to review the lease before signing it.

If the Court approves this Settlement at the Fairness Hearing, then upon final judicial approval, Plaintiff, for all claims and each Member of the Rule 4:32-1(b)(3) Settlement Class for claims related to alleged violations of TCCWNA, for themselves, their heirs, successors and assigns shall and will have jointly and severally remised, released, acquitted and forever discharged Smythe Volvo, Inc., its officers, directors, employees, and its successors and assigns of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities and obligations in law or in equity that Plaintiff for all claims and Members of the Rule 4:32-1(b)(3) Settlement Class only for claims related to alleged violations of TCCWNA, as defined in this Notice, asserted or could have asserted in connection with the practices described in the Amended Complaint in this action.

### **11. What if I want to exclude myself from the Settlement Class?**

If you want to be excluded, you must notify the Settlement Administrator in writing. Your written request must contain your printed name and address, and it must state: "I do not want to be part of the Settlement Class in *Estep v. Smythe Volvo, Inc., et al.*, Docket Number UNN-L-004184-03." You must sign your request.

Your request must be addressed to the Settlement Administrator:

SETTLEMENT ADMINISTRATOR  
RE: ESTEP V. SMYTHE VOLVO, INC.  
PO BOX 1394  
MINNEAPOLIS, MN 55440-1394

**The Court will exclude you only if your written request is postmarked on or before April 9, 2008, or received by the Settlement Administrator no later than 4:00 p.m. Eastern time on April 9, 2008, if your request is sent by means other than via the U.S. Postal Service.** If your request is not received by the Settlement Administrator as set forth above, your request will be considered untimely and you will continue to be a member of the Settlement Class.

## 12. What if I object to the terms of the Settlement?

You may also object to the Settlement, but you must appear at the Fairness Hearing to do so. At the Fairness Hearing, any Class Member may appear in person or through counsel of his or her own choosing, and at his or her own expense, and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness, and adequacy of the Settlement, including the payment of Class Counsel fees, reimbursement of expenses and costs, and the Class Representative incentive award.

In order to make such an appearance in opposition to the Settlement and/or the application for the payment of attorney's fees and expenses, you must send a written notice to the Clerk of Court, and to the lawyers representing the parties in this case. These addresses are provided below. **Your notice of objection must be received on or before April 9, 2008.** If an objection is sent by courier or by some other delivery service other than via the U.S. Postal Service, it must be received by the Court on or before 4:00 p.m. Eastern time, April 9, 2008.

The written notice must include notice of your intention to appear, along with a statement that indicates the basis for your opposition and any documentation in support of such opposition. Any and all documents must contain a reference to case number UNN-L-004184-03. Any Class Member who does not object in the manner provided above shall be deemed to have waived objection and shall forever be foreclosed from objecting to the fairness, reasonableness, or adequacy of the proposed Settlement or any payment of Class Counsel fees, reimbursement of costs and expenses, and payment of the Class Representative incentive award.

Clerk of the Superior Court of New Jersey, Union County  
Re: Estep v. Smythe Volvo, Inc.  
Docket Number UNN-L-004184-03  
2 Broad Street  
Elizabeth, NJ 07207

Andrew R. Wolf, Class Counsel  
Galex Wolf, LLC  
1520 U.S. Highway 130, Suite 101  
North Brunswick, NJ 08902

Glen H. Chulsky, Class Counsel  
Law Office of Glen H. Chulsky  
410 Route 10 West, Suite 210  
Ledgewood, NJ 07852

Mark P. Ciarrocca, Defense Counsel  
Ciarrocca & Ciarrocca  
Attorneys at Law  
P.O. Box 303  
1155 West Chestnut Street  
Union, NJ 07083-0303

## 13. What is the difference between objecting to the Settlement and asking to be excluded from the Settlement Class?

Objecting is telling the Court that you do not approve of the Settlement. You can object, but only if you remain in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class and do not wish to participate in the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You may not object and then exclude yourself.

## 14. What will happen at the Fairness Hearing?

At the Fairness Hearing, which is presently scheduled for 9:00 a.m. on April 21, 2008 on the 10<sup>th</sup> floor of the Union County Courthouse located at 2 Broad Street, Elizabeth, New Jersey 07207, the Judge will decide whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court may consider them. The Judge will also decide if the payment of the Class Representative incentive award should be approved. Unless you wish to object to the Settlement, you are not required to attend the Fairness Hearing. You are welcome to attend at your own expense. The Court may adjourn the Fairness Hearing without further written notice to the Class.

### 15. How will I know if the Settlement is approved?

If you remain part of the Class and if the Court approves the Settlement, you will be notified when you receive a settlement package in the mail. If you exclude yourself from the Class, you will not receive any additional information from the Court, the Settlement Administrator, or Class Counsel about this lawsuit.

## ADDITIONAL INFORMATION

### 16. Where can I get more information?

**Do not contact the Judge.** If you wish to obtain any additional information, you may obtain copies of the amended complaint and other documents filed in this lawsuit from the Clerk of Court, Superior Court of New Jersey, Union County, 2 Broad Street, Elizabeth, New Jersey 07207, during regular business hours. You must provide the name of the lawsuit and the case number: *Estep v. Smythe Volvo, Inc., et al.*, Docket No. UNN-L-004184-03.

Any questions concerning the matters contained in this Notice may be directed to Class Counsel. There are several ways you may contact Class Counsel: (1) you may write using the addresses provided in the answer to Question 5 above; or (2) you may contact Andrew R. Wolf of Galex Wolf, LLC at (732) 257-0550 or via email to [info@galexwolf.com](mailto:info@galexwolf.com), or Glen H. Chulsky at (973) 252-9000 or via email to [ghc@njconsumerfraudlawyers.com](mailto:ghc@njconsumerfraudlawyers.com). You may also seek advice from an attorney that you retain, at your own expense, should you desire one.

### 17. What if my address or phone number changes?

If your address or phone number has changed, or changes in the future, you should send your new address and telephone number to Rust Consulting, Inc., the company selected to handle mailing these Notices to the Class and administration of the Settlement, at this address:

SETTLEMENT ADMINISTRATOR  
RE: ESTEP V. SMYTHE VOLVO, INC.  
PO BOX 1394  
MINNEAPOLIS, MN 55440-1394

SO ORDERED BY THE SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, UNION COUNTY.

BY:

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HONORABLE KATHERINE R. DUPUIS, J.S.C.

SETTLEMENT ADMINISTRATOR  
RE: ESTEP V. SMYTHE VOLVO, INC.  
PO BOX 1394  
MINNEAPOLIS, MN 55440-1394

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE  
**PAID**  
Rust Consulting, Inc.

**IMPORTANT LEGAL NOTICE**