

**If You Bought a BRP 2010-2017 Sea-Doo® Watercraft Containing the 1503 Engine and Exhaust Resonator Part Number 274001366
You Could Get Benefits From a Class Action Settlement**

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit involving claims that certain 2010-2017 model year Sea-Doo® watercrafts have defective exhaust resonators. The lawsuit claims that the resonators can melt during certain normal and foreseeable operations and cause partial sinking and engine damage.
- BRP, the manufacturer and distributor of the Sea-Doo® watercraft, denies the resonators are defective and that it did anything wrong and claims that the alleged defect only manifests during misuse of the watercrafts. However, both sides have agreed to settle the case.
- Those included in the Settlement will receive an extended warranty as to certain overheating problems that damage the resonator and could also receive free repairs or reimbursement for prior repairs.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Get Extended Warranty	Get free repairs for damage caused by the melted exhaust resonators during a new two-year extended warranty period.
Get Free Repairs	Have damage caused by the melted resonators repaired for free.
Submit a Claim Form	Get reimbursement for prior repair of damage caused by the melted resonators, including parts and labor, as well as certain attendant costs such as towing.
Exclude Yourself from the Settlement	Get no benefit from the Settlement. This is the only option that allows you to ever be part of any other lawsuit against BRP about the claims in this case.
Object	Write to the Court if you don't like the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Receive no reimbursement for past repairs and still give up your legal rights. However, you will still receive the Extended Warranty and can obtain applicable repairs during that warranty period.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why am I receiving this notice?

Records show you may own a Sea-Doo® watercraft that is covered by the proposed Settlement of a class action lawsuit. You have a right to know about the proposed Settlement, and your options, before the Court decides whether to approve the Settlement.

2. What is this lawsuit about?

The lawsuit claims that certain 2010-2017 Sea-Doo® watercrafts have a defective exhaust resonator part that can fail during normal and foreseeable operation. Specifically, the lawsuit claims that the resonator can overheat and melt if the flow of water through the impeller is blocked or otherwise impeded by foreign objects and the engine overheats; and that if the plastic resonator melts it could result in the watercraft taking on water and potentially sinking, causing damage that requires new parts and labor to repair or replace.

The case was filed in the United States District Court, Southern District of Florida. It is called *Feldman, et al. v. BRP US Inc.*, CASE NO. 17-cv-61150. The people who sued are called “Plaintiffs.” The company the Plaintiffs sued is BRP US Inc., the distributor of Sea-Doo® watercraft. BRP is called the “Defendant.” Judge William P. Dimitrouleas is overseeing the case.

BRP denies the resonators are defective and that it did anything wrong and contends that the alleged defect only manifests during misuse of the subject watercrafts. BRP contends vegetation or other foreign objects can restrict the water flow to the heat exhaust system causing overheating. BRP further contends that its PWCs all have a warning light and loud alarm that is designed to warn operators of overheating.

3. Why is this a class action?

In a class action, one or more plaintiffs, called “class representatives,” (in this case, Brian Feldman, Daniel Dickerson, Deborah Dunn, and David Lombardi) sue on behalf of people who have similar claims. All of the people who have claims similar to the class representatives are a “class” or “class members,” except for those who exclude themselves from the class.

4. Why is there a Settlement?

BRP is not admitting that it did anything wrong, but both sides want to avoid the cost, time, and uncertainty of continuing the lawsuit. The Court has not decided in favor of either side. The attorneys have investigated the facts and applicable law regarding the Class Representatives’ claims and BRP’s defenses. The parties have engaged in lengthy negotiations, including a formal mediation conducted by a retired Florida judge, in reaching this Settlement. The Class Representatives and their attorneys believe the Settlement is in the best interest of everyone who is affected.

WHO IS IN THE SETTLEMENT?

To see if you are entitled to benefits from this Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the Settlement?

You are included in the Settlement—in other words, you are a Class Member covered by this Settlement—if you:

are a current or former owner of any 2010 to 2017 Sea-Doo® personal watercraft (“PWC”) with the 1503 engine and exhaust resonator part number 274001366 purchased in the state of Florida, New York, Texas, or New Jersey (“Settlement Class”).

The included Sea-Doo® watercrafts are the following model years and models:

a.	GTS 130	2011-2016	m.	GTX S Limited 260	2017
b.	GTI 130	2010-2016	n.	RXP X 255	2010-2011
c.	GTI SE 130	2010-2016	o.	RXP X 260	2012-2015
d.	GTI SE 155	2010-2016	p.	RXT 215	2010
e.	GTI LTD 155	2011-2016	q.	RXT iS 260	2010-2012
f.	GTR 215	2012-2016	r.	RXT 260	2011-2016
g.	GTX 155	2010-2016	s.	RXT X 260	2010-2015
h.	GTX 215	2011-2012	t.	RXT X aS 260	2011-2016
i.	GTX S 155	2012-2017	u.	Wake 155	2010-2016
j.	GTX iS 215	2010-2011	v.	Wake PRO 215	2010-2016
k.	GTX Limited 215	2014-2016	w.	SAR 155	2014-2017
l.	GTX Limited IS 260	2010-2016			

Not included in the Settlement are:

- Defendants, any entity or division in which Defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; and
- Judge William P. Dimitrouleas, who is overseeing the case (and any other judge to which this case may be assigned).

6. Where can I find the model of my Sea-Doo® watercraft?

The model name of your Sea-Doo® watercraft is usually located on the side at the rear of the watercraft or in the operator's guide.

7. What if I'm still not sure if my Sea-Doo® watercraft is included in the Settlement?

If you are still not sure whether your Sea-Doo® watercraft is included in this Settlement, you can call 1-844-491-5737 or visit the website www.brpresonatorsettlement.com.

THE SETTLEMENT'S BENEFITS

8. What does the Settlement provide?

The Settlement provides several types of benefits:

- Class Members who have suffered Watercraft Damage stemming from the allegedly defective exhaust resonator part will receive reimbursement or free repairs, as follows:
 - Full reimbursement for prior repair of Watercraft Damage caused to your Sea-Doo® watercraft by the melted resonators, including parts and labor; and
 - Free repairs (including parts and labor) by an authorized BRP dealer if the resonator failed and caused Watercraft Damage *but you have not yet had the damage repaired*.
 - Full reimbursement for prior replacement of the subject Resonator with a different after-market resonator model prior to the execution of the Agreement, subject to reasonable Written Documentation of incurred expenses.
- In addition, all Class Members (even those who have suffered no Watercraft Damage as of yet from the resonator part at issue in this lawsuit) will receive an extended warranty on the resonator part for a period of two (2) years from the Effective Date of the Settlement (final, non-appealable judgment). Prior to this lawsuit and proposed settlement, this issue (and any attendant Watercraft Damage) was not covered by BRP's warranty at all; and
- Class Members will receive a Notice from BRP (a) of the potential issue implicated by the plastic resonator and the potential for the plastic resonator to melt if the flow of water through the impeller is blocked or otherwise impeded by foreign objects and the engine overheats; (b) that if the plastic resonator melts it could result in the Class PWC taking on water and potentially sinking; (c) how to react to an engine overheat warning; and (d) that this issue is now a covered warranty claim and that the warranty for claims associated with the alleged defect is to be extended for a period of two (2) years from the Effective Date of the Settlement.
- In addition to the foregoing, BRP shall not use the subject Resonator part in any new watercraft manufactured and sold by BRP.

More information about each of these benefits appears below.

“Watercraft Damage” means failure or melting (in whole or in part) of the Resonator, any attendant damage to the Subject Watercraft (including damage caused to the engine, its components or sub-components, the exhaust system, and/or the electronics of the Subject Watercraft), and reasonable costs associated with towing the Subject Watercraft to shore, caused in whole or in part by the Resonator Defect.

Reimbursement for Resonator Damage Repairs

If your Sea-Doo® personal watercraft had Watercraft Damage caused by the exhaust resonator part at issue and you had it repaired, you may receive reimbursement for those repairs. You must have written proof of what you paid for the repairs.

Reimbursement is for out-of-pocket costs only. So, for example, if your Sea-Doo® personal watercraft experienced problems with the resonator part at issue that were reimbursed under your original warranty or through a BRP “goodwill” adjustment at no cost to you, you are not entitled to reimbursement under the Settlement. Similarly, if an insurance company paid for the covered repairs, you will receive payment only for the amount not reimbursed to you. However, you will still receive the extended warranty in case you experience additional problems with the resonator.

To get this reimbursement, you must submit a Claim Form. The Claims Period begins on the Notice Date and ends (120) days after the Effective Date, during which period Class Members may submit a claim for reimbursement. The Court has not yet set the claims deadline, but it could be as early as **April 16, 2019**. Once the Court sets the claims deadline, the date will be available at www.brpresonatorsettlement.com or by calling 1-844-491-5737. You are encouraged to submit your Claim Form now, or as soon as possible.

Free Repairs

If your Sea-Doo® watercraft experienced Watercraft Damage caused by the exhaust resonator part at issue, but you have not yet had it repaired and your claim is approved by BRP, you may take it to a BRP-authorized dealer for full repairs at BRP's expense. To find a BRP-authorized dealer near you, visit <https://www.sea-doo.com/dealer-locator.html> or call 1-888-272-9222.

The Court has not yet set the deadline to get these free repairs, but it could be as early as **April 16, 2019**. Once the Court sets this deadline, the date will be available at www.brpresonatorsettlement.com or by calling 1-844-491-5737. You are encouraged to take your Sea-Doo® watercraft in for these repairs now, or as soon as possible.

Extended Warranty

All Class Members who do not exclude themselves will receive an extended warranty on the exhaust resonator part at issue in the case. If you experience Watercraft Damage from the resonators during the extended warranty period you may take your Sea-Doo® watercraft to a BRP-authorized dealer for repairs at BRP's expense. To find a BRP-authorized dealer near you, visit <https://www.sea-doo.com/dealer-locator.html> or call 1-888-272-9222.

The extended warranty will be for a period of two (2) years from the Effective Date of the Settlement. That is, the two (2) year period will commence running on the date of the final, non-appealable judgment in this case. Once that exact expiration date is known and the Court sets the warranty period, it will be made available at www.brpresonatorsettlement.com or by calling 1-844-491-5737.

BRP Will No Longer Utilize the Resonator Part at Issue

In addition to the foregoing, BRP shall not use the exhaust resonator part at issue in this case in any new watercraft manufactured and sold by BRP.

9. How do I file a claim?

To receive reimbursement under the Settlement, you must submit a Claim Form. A Claim Form is attached to this notice and can also be downloaded at www.brpresonatorsettlement.com. Read the instructions carefully. Fill out the form and include all the information the form requests, including your signature and clear photocopies of proof of your out-of-pocket expenses. Then attach the required proof and send your completed Claim Form to:

Sea-Doo® Resonator Settlement
c/o Claims Administrator
P.O. Box 58069
Philadelphia, PA 19102-8069

The claim form shall be submitted under penalty of perjury for any intentional material inaccurate information provided on the form.

Alternatively, you may submit a claim for reimbursement electronically via the settlement website www.brpresonatorsettlement.com by following instructions to do so there.

The Court has not yet set the claims deadline, but it could be as early as April 16, 2019. Once the Court sets the claims deadline, it will be available at www.brpresonatorsettlement.com or by calling 1-844-491-5737. You are encouraged to submit your Claim Form now, or as soon as possible.

No reimbursements will be processed until after the Court approves the Settlement and any and all appeals are resolved (*see* Question 18).

10. What am I giving up by Staying in the Class?

Unless you exclude yourself from the Settlement, you can't sue BRP, its parent and subsidiary companies, affiliates, continue to sue BRP, or be part of any other lawsuit against BRP about the legal issues in this case. Staying in the Settlement also means that all of the decisions by the Court will bind you, whether you file a successful claim or not. The "Released Claims" – the claims you are giving up – are described in more detail in the Settlement Agreement, which is available at www.brpresonatorsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep the right to sue or continue to sue BRP on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or is sometimes referred to as "opting out" of the Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number; and
- A statement that you want to be excluded from the Settlement in *Feldman, et al. v. BRP US Inc.*, CASE NO. 17-cv-61150.

You must mail your exclusion request, postmarked no later than **October 31, 2018**, to:

Sea-Doo® Resonator Settlement
c/o Claims Administrator
P.O. Box 58069
Philadelphia, PA 19102-8069

12. If I don't exclude myself, can I sue BRP for the same thing later?

No. Unless you exclude yourself, you give up the right to sue BRP about the claims that the Settlement resolves. You give up these rights even if you don't submit a Claim Form. You must exclude yourself from the Class in order to try to sue BRP separately.

13. If I exclude myself from the Settlement, can I still get benefits?

No. You will not get any benefits if you exclude yourself from the Settlement. If you exclude yourself from the Settlement, do not send in a Claim Form asking for reimbursement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed lawyers to represent Class Members. These lawyers are called Class Counsel. You will not be charged for Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel are:

Richard E. Norman
R. Martin Weber, Jr.
Crowley Norman LLP
3 Riverway, Suite 1775
Houston, TX 77056

Matthew R. Mendelsohn
Mazie Slater Katz &
Freeman, LLC
103 Eisenhower Parkway
Roseland, NJ 07068

Edward H. Zebersky
Mark S. Fistos
Zebersky Payne, LLP
110 Southeast 6th Street
Suite 2150
Fort Lauderdale, FL 33301

Britton D. Monts
The Monts Law Firm
The Frost Bank Building
401 Congress Ave., Suite 1540
Austin, TX 78701

15. How will the lawyers and Class Representatives be paid?

The Court will decide how much Class Counsel and the Class Representatives will be paid for their time and effort. Thus far, Class Counsel have received no fees or costs for working on this case.

Class Counsel will apply to the Court for an award of attorneys' fees and litigation costs of up to \$975,000. BRP has agreed not to oppose this application. The payment of attorneys' fees and litigation costs in no way reduces the relief provided to Class Members in the Settlement. They were negotiated only after relief to Class Members was agreed. BRP is paying them apart from any relief provided to Class Members.

In addition, Class Counsel will request, and BRP has agreed to pay, up to \$10,000 for each of the two Class Representatives Feldman and Dickerson, and up to \$2,500 for each of the Class Representatives Dunn and Lombardi, to compensate them for their time and efforts in assisting with the prosecution of this case on behalf of absent Class Members. BRP is paying these service awards apart from any relief provided to Class Members, and the in no way reduce any relief to other Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

16. How do I tell the Court that I don't like the Settlement?

If you remain a Class Member, you can object to part or all of the Settlement, including Class Counsel's requests for fees and expenses and the service awards to Class Representatives. **To object, you must send a letter that includes the following:**

- Your name, address, and telephone number;
- A statement saying that you object to the Settlement in *Feldman, et al. v. BRP US Inc.*, CASE NO. 17-cv-61150; and
- The legal and factual reasons you object to the Settlement, along with any supporting materials.

You must submit your objection, no later than **October 31, 2018**, to the following **three** addresses:

Sea-Doo® Resonator Settlement
c/o Claims Administrator
P.O. Box 58069
Philadelphia, PA 19102-8069

Matthew R. Mendelsohn
Mazie Slater Katz &
Freeman, LLC
103 Eisenhower Parkway
Roseland, NJ 07068

Douglas B. Brown
Rumberger, Kirk & Caldwell, P.A.
Post Office Box 1873
Orlando, FL 32802-1873

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees, expenses and incentive awards. You may attend, and you may ask to speak, but you don't have to do so.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at **10:30 a.m. on November 16, 2018**, at the United States District Court for the Southern District of Florida, located at 299 East Broward Boulevard, Fort Lauderdale, FL 33301 in Courtroom 205B before Judge William P. Dimitrouleas. The hearing could be moved to a different date or time without additional notice, so it is a good idea to check www.brpresonatorsettlement.com.

At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any request by Class Counsel for attorneys' fees and expenses and service awards for the Class Representatives. If there are objections, the Court will consider them at this time.

After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take. The Court's decision could be appealed. It's always uncertain how any appeals may be resolved and how long they will take. Please be patient.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but you don't have to.

20. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address, and telephone number; and
- A statement saying that you wish to appear at the Fairness Hearing in *Feldman, et al. v. BRP US Inc.*, CASE NO. 17-cv-61150.

You must submit your Notice of Intention to Appear, no later than **October 31, 2018**, to the three addresses in Question 16.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will not receive reimbursement for any past repairs. However, you will still receive the Extended Warranty and will be able to seek repairs during that warranty period. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against BRP about the legal issues in this case, ever again.

ADDITIONAL INFORMATION

22. What happens if I sold my Sea-Doo® ?

If you sold your model Sea-Doo® that is included in this settlement, you can still submit a claim for reimbursement of past out of pocket expenses incurred to repair damage caused by the alleged resonator defect. However, you should provide BRP with the contact information of any subsequent purchaser to confirm that they are aware of the settlement as well.

23. How do I get more information?

The notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at the website below. You may also write to the P.O. box below with questions. You can also get a Claim Form at the website, or by calling the toll-free number.

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c/o Claims Administrator
P.O. Box 58069
Philadelphia, PA 19102-8069
www.brpresonatorsettlement.com
1-844-491-5737