

For Office Use Only

CLASS ACTION CLAIM FORM

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Feldman, et al. v. BRP US Inc.,

CASE NO. 17-cv-61150

IMPORTANT LEGAL MATERIALS

CLAIM FORM

Feldman v. BRP US Inc. (BRP US Inc. is the distributor of Sea-Doo® personal watercraft)
United States District Court, Southern District of Florida, Case No. 17-cv-61150

I. INSTRUCTIONS

If you are a current and former owner of any 2010 to 2017 Sea-Doo® personal watercraft (“PWC”) with the 1503 engine and *resonator part number 274001366* (“Settlement Class”)¹, complete this Claim Form to get benefits from the settlement. The Claim Form must be submitted by First-Class U.S. Mail, postmarked by the Claim Deadline* to:

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

You must attach written documentation (e.g. invoice form, receipt for the repairs (parts and/or labor) or towing, etc.) to this Claim Form that demonstrates your out-of-pocket expenses for repairs for which you are seeking reimbursement. You will not receive reimbursement without such written documentation. The documentation must include the name and address of the dealer or repair facility.

Claims can also be submitted electronically at www.brpresonatorsettlement.com.

¹ A full list of the included Sea-Doo® watercrafts (also called BRP) models can be found at the settlement website below.



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QUESTIONS? CALL 1-844-491-5737 OR VISIT WWW.BRPRESONATORSETTLEMENT.COM

* The Court has not yet set the claims deadline, but it could be as early as April 16, 2019



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Feldman, et al. v. BRP US Inc.

II. PERSONAL INFORMATION

First Name Last Name

Street Address

City State Zip Code Zip4 (optional)

(_____) _____ - _____
Phone (Not Required)

Email: _____ @ _____
(Not Required)

Serial Number: _____

III. CLAIM INFORMATION

Please check the appropriate box:

I incurred Watercraft Damage to my PWC as a result of the failure of the Resonator. I incurred out-of-pocket expenses to repair that damage to my PWC.

Amount being claimed (write the amount you seek to recover): \$ _____
(Total amount claimed after subtracting any reimbursement(s) from an insurance company.)

Class Members who check this box and whose claims are successful are entitled to receive 100% reimbursement for these expenses from BRP (parts and labor and towing expense). The claims deadline for this reimbursement could be as early as April 16, 2019. Be sure you attach written proof of your out-of-pocket expenses to this Claim Form.



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- I incurred Watercraft Damage to my PWC as a result of the failure of the Resonator, but I have not yet had that damage repaired.

Class Members who check this box and whose claims are successful are entitled to have the repairs (parts and labor) done by a BRP authorized dealer at BRP's expense. You may also submit a claim for towing expense associated with such Resonator failure, if any. The deadline to have these repairs completed could be as early as April 16, 2019.

- As a preventive measure, I incurred expense associated with the replacement of the subject Resonator with a different after-market resonator model prior to the execution of the Settlement.

Amount being claimed (write the amount you seek to recover): \$ _____

Class Members who check this box and whose claims are successful are entitled to receive 100% reimbursement for these replacement part expenses from BRP (parts and labor). The claims deadline for this reimbursement could be as early as April 16, 2019. Be sure you attach written proof of your out-of-pocket expenses to this Claim Form. By checking this box and by my signature below, I hereby attest that this replacement was performed due to my concern over the resonator issue made the basis of this litigation.

- In addition to what is claimed above, 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 this settlement (final, non-appealable judgment). In the event that you suffered Watercraft Damage as a result of the Resonator during this extended warranty period and your claim is successful, the repair (parts, labor and towing expenses) will be performed by a BRP authorized dealer and paid for by BRP. Prior to this lawsuit and proposed settlement, this issue (and any attendant Watercraft Damage) was not covered by BRP's warranty at all;
- All 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 this settlement (final, non-appealable judgment); and
- In addition to the foregoing, BRP shall not use the subject Resonator part in any new watercraft manufactured and sold by BRP.



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IV. RELEASE AS TO ALL CLASS MEMBERS

In short, if you remain in this Settlement – which you are doing by filing a claim – you may not sue BRP separately about the issues in this lawsuit. Below is the technical release of rights that you are agreeing to.

As of the Effective Date, the Class Members, including the Class Representatives, fully and finally release the Released Parties from the Released Claims. For purposes of the Settlement Agreement, the “Released Claims” are defined as means all claims, demands, rights, liabilities, and causes of action, including but not limited to whether sounding in tort, contract, or equity, any state’s unfair competition or consumer protection law, RICO statutes, fraud, breach of contract, breach of any implied or express warranty, or any other statute, code, common law doctrine or theory of non-disclosure, or law of any state or jurisdiction, and whether for compensatory damages, economic damages, unjust enrichment, restitution, penalties, incidental or consequential damages, damages for lost profits, loss of use, or interruption of business, attorneys’ fees or any other relief, arising from or in any way related to (i) the design, manufacture, advertising or other representations, sale, installation, performance or non-performance, operation or non-operation, maintenance, or retrofitting of the Resonator, (ii) the Resonator Defect, and (iii) Watercraft Damage. All claims relating to the manufacture or design of the resonator or the placement of the resonator shall be extinguished as to all Class Members, except personal injury claims and the rights and obligations under this Agreement.

The Settlement Agreement sets forth the sole and exclusive remedies of any Released Claims of Class Members. No court or arbitrator may award damages of any kind, including compensatory, punitive or multiple damages, with respect to any such claim, and no Class Members may serve as a representative plaintiff with respect to such a claim or remain in any action or permit himself to be represented by a third party in any action in which such a Released Claim is asserted.

V. SIGNATURE

By signing below, I hereby certify under penalty of perjury that the information I have provided on this Claim Form is true and correct to the best of my knowledge and does not contain any intentional, material, inaccurate information.

Signature

___/___/___
Date



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