

ARCTIC CAT AND YAMAHA NATIONAL CLASS ACTION SETTLEMENT

SETTLEMENT NOTICE (LONG FORM)

HARVEY V. ARCTIC CAT INC. ET AL. (200-06-000225-188)

www.ArcticCatYamahaNationalClassAction.ca

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

WHAT IS THIS CLASS ACTION ABOUT

If you purchased or leased a snowmobile with a 7000 or 1049cc engine of the following models, for the **years 2014 to 2018**, your rights are affected by a national class action settlement and by this notice:

From Arctic Cat	From Yamaha
ZR 7000 LXR	The Viper series
ZR 7000 Sno Pro	
ZR 7000 Limited	
ZR 7000 El Tigre	
ZR 7000 RR	
Pantera 7000	
Pantera 7000 Limited	
M 7000 Sno Pro	
XF 7000 Cross Country	
XF 7000 Crosstour	
XF 7000 High Country	
XF 7000 Limited	
XF 7000 LXR	
XF 7000 Sno Pro	
XF 7000 Cross Country Sno Pro	

(collectively, the “Affected Snowmobiles”)

A national class action lawsuit was commenced in Québec (the “Class Action”) against Arctic Cat and Yamaha (the “Defendants”) in relation to the Affected Snowmobiles.

The Plaintiff in the Class Action alleged that the starter installed in the Affected Snowmobiles was deficient and sought damages from the Defendants. The Defendants denied any wrongdoing or liability. Nonetheless, a national settlement has been reached whereby all claims by those who purchased or leased the Affected Snowmobiles are settled (the “NSA”). A full copy of the NSA is available at **www.ArcticCatYamahaNationalClassAction.ca**.

The NSA has now been approved by the Quebec Superior Court. **You may no longer opt-out or object to the NSA.**

You are a **Settlement Class Member and bound by the NSA** if, not having opted out, you purchased or leased an Affected Snowmobile. **Advancing a claim under the NSA is the only remedy and the only relief the Settlement Class Members have in relation to the Class Action.** All other claims against the Defendants in relation to the Class Action are now captured by a full release and not permitted.

THE SETTLEMENT BENEFITS

The NSA provides for the following Settlement Benefits to Settlement Class Members (as defined above), subject to the terms and conditions stipulated therein. A Settlement Class Member:

- a) **who owns or leases an Affected Snowmobile that has not reached a Maximum Distance Traveled of 30,000 kilometers** may be entitled to have the goods and services defined and offered by Arctic Cat under Service Bulletin BS201810 and by Yamaha under Service Bulletin S18-067 installed, free of charge (**Category 1 Claim – Extended Repair Program**);
- b) **who, prior to September 14, 2020, had the control unit of the starter reprogrammed** under Arctic Cat's Service Bulletin BS201506 or Service Bulletin BS201706 or under Yamaha's Service Bulletin S15-015 or Service Bulletin S16-080 for any Affected Snowmobile, may be entitled to receive a single Credit of either CAN \$80 or \$160, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period (**Category 2 Claim – Repair Work Credit**);
- c) **who, prior to September 14, 2020, incurred Compensable Out-of-Pocket Expenses as a result of a Starter Deficiency of any Affected Snowmobile**, may be entitled to receive a single Credit of CAN \$200 per Incident, up to a maximum of three (3) Incidents, for a maximum combined Credit value of CAN \$600, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period (**Category 3 Claim – Out-of-Pocket Expenses**);
- d) **who, at the relevant time under the NSA: (1) had the status of Past Owner and (2) sold their Affected Snowmobile on a date which is subsequent to the circumstances for which Credits are offered under the NSA**, may be entitled to recover, on an individual basis, an amount payable in cash equal to the combined value of the Credits he or she would otherwise be entitled to receive and redeem during the Claims Period in conformity with the NSA, in a single payment to be effected by the Claims Administrator (**Category 4 Claim – Settlement Benefits to Past Owners**).

The above is a summary of the Settlements Benefits. Please consult the NSA at **www.ArcticCatYamahaNationalClassAction.ca** for specific details as to the Settlement Benefits and, more generally, as to your rights and obligations under the NSA. In consideration for these Settlement Benefits, Settlement Class Members grant the Defendants full and final release for any and all claims against the Defendants and affiliated entities, as provided for in the NSA.

CLAIMING SETTLEMENT BENEFITS

A. Category 1 - Extended Repair Program – Current owners and lessees

If you currently own or lease an Affected Snowmobile that has not reached a Maximum Distance Traveled of 30,000 kilometers, you may contact any of the Authorized Dealers listed at **www.ArcticCatYamahaNationalClassAction.ca** to have the control unit of the starter reprogrammed under Arctic Cat's Service Bulletin BS201810 or Yamaha's Service Bulletin S18-067, free of charge, for each Affected Snowmobile you own or lease, **no later than November 9, 2023**.

B. Category 2 - Compensation for repair work under Service Bulletins BS201506 and BS201706

If, **prior to September 14, 2020** you had the control unit of the starter reprogrammed under Arctic Cat's Service Bulletin BS201506 or Service Bulletin BS201706, or Yamaha's Service Bulletin S15-015 or Service Bulletin S16-080 for any Affected Snowmobile, you may be entitled to receive a single Credit of either CAN \$80 or \$160, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period.

To be entitled to this Settlement Benefit as a Settlement Class Member, you **must** submit a Claim **no later than March 9, 2022**. If you do not timely submit a completed Claim, you will not be entitled to receive this benefit pursuant to the NSA but will be bound by its remaining terms. The Claim Form is available for downloading at **www.ArcticCatYamahaNationalClassAction.ca** or by contacting the Claims Administrator using the information provided below.

The Claim Form will require that you provide:

- a) Personal information and your coordinates;
- b) Information about your Affected Snowmobile.

In order to determine whether you are entitled to receive Repair Work Credit under Category 2, go to the tab "Check Your Vehicle Identification Number" on the website **www.ArcticCatYamahaNationalClassAction.ca** to see if your snowmobile is included as an Affected Snowmobile in the NSA (part of the "List of Category 2 Eligible VINs"). You will need to provide the Vehicle Identification Number (**VIN**) of your snowmobile to complete the search.

If your VIN is not included in the List of Category 2 Eligible VINs:

If your snowmobile is currently **not** included in the List of Category 2 Eligible VINs and you nonetheless seek recognition of an entitlement to receive a Credit under Category 2 Claims, you have until **November 8, 2021**, to send the Claims Administrator an email requesting to be added to the List of Category 2 Eligible VINs by providing the VIN of each Affected Snowmobiles. If an entitlement to any such Credit is confirmed by the Claims Administrator, the List of Category 2 Eligible VINs will be updated accordingly.

C. Category 3 - Compensation for Out-of-Pocket Expenses

If, **prior to September 14, 2020** you incurred Compensable Out-of-Pocket Expenses, namely snowmobile towage expenses, transportation expenses, accommodation expenses, food and beverage expenses or costs for a Starter Repair, as a result of a Starter Deficiency, you may be entitled to receive a single Credit of CAN \$200 per Incident, up to a maximum of three (3) Incidents, for a maximum combined Credit value of CAN \$600, as the case may be, irrespective of the number of Affected Snowmobiles owned or leased, redeemable against any in-store or on-line Available Transaction made during the Claims Period.

To be entitled to this Settlement Benefit as a Settlement Class Member, you **must** submit a Claim **no later than March 9, 2022**. If you do not timely submit a completed Category 3 Claim, you will not be entitled to receive this benefit pursuant to the NSA but will be bound by its remaining terms.

In addition to the information required under Category 3 above, the Claim will require that you provide information and the corresponding documentation regarding the incurrence of these Compensable Out-of-Pocket Expenses. Please consult the list of Compensable Out-of-Pocket Expenses at **www.ArcticCatYamahaNationalClassAction.ca** or by contacting the Claims Administrator using the information provided below.

D. Category 4 - Compensation for Past Owners

You may submit a Claim **no later than March 9, 2022** if:

- 1) prior to September 14, 2020, you had been the owner of an Affected Snowmobile, and
- 2) you are currently neither the owner or lessee nor the spouse or common law partner of an owner or lessee (i) of an Affected Snowmobile nor (ii) of a snowmobile manufactured, distributed, leased or sold in Canada by a Defendant or its Authorized Dealers, and
- 3) you sold all your Affected Snowmobiles on a date which is subsequent to the circumstances for which Settlement Benefits are offered pursuant to Category 2 and/or Category 3.

To be entitled to this Settlement Benefit as a Settlement Class Member, you **must** submit a Claim **no later than no later than March 9, 2022**. If you do not timely submit a completed Category 2 and/or Category 3 Claim, you will not be entitled to receive this benefit pursuant to the NSA but will be bound by its will be bound by its remaining terms.

In addition to the information required under Category 2 and Category 3 above, the Claim Form will require that you provide information a copy of the sale agreement for each Affected Snowmobile.

CONFIDENTIALITY AND COMPLIANCE

The information that you will provide in the Claim Form will be kept confidential. You may be contacted by the Claims Administrator after having submitted your Claim Form. Failure to provide all the information and documents required in support of the Claim Form may invalidate it and deprive you of Settlement Benefits.

The Claim Form requires a sworn statement on your behalf before a witness (at least 18 years of age), attesting the truth and accuracy of the information provided therein.

If you are a Settlement Class member and submitted a valid Claim Form with the supporting documentation, you will be entitled to receive Settlement Benefits as per the terms of the NSA and your individual circumstances.

There will be no further notice in relation to the settlement of the Class Action.

DO YOU REQUIRE MORE INFORMATION?

For more information on the Class Action, the NSA, Settlement Benefits, the claim process, the Claim Form and a list of other definitions that apply to this Notice, visit **www.ArcticCatYamahaNationalClassAction.ca**, which is periodically updated with information on the NSA approval process and the Class Action.

To communicate with the Claims Administrator:

Arctic Cat Yamaha National Class Action Settlement
Claims Administrator
P.O. Box 507 STN B
Ottawa ON K1P 5P6
Email: info@ArcticCatYamahaNationalClassAction.ca
Telephone: 1-833-683-5866
Fax: 1-866-262-0816

To communicate with Class Counsel, the lawyers who are advancing the Class Action:

SISKINDS, DESMEULES, AVOCATS
Attention: Mtre Karim Diallo
43 Buade Street – Office 320
Québec QC G1R 4A2
Email: karim.diallo@siskinds.com
Tel: 1-418-694-2009
Fax: 1-418-694-0281

This notice is a summary of the NSA. You should consult the NSA for specific details as to your rights and obligations. A full copy of the NSA is available at **www.ArcticCatYamahaNationalClassAction.ca**.

- This notice has been approved by the Court.-