

If you purchased a new Polaris RZR between August 8, 2016 and July 14, 2021, then you may be affected by a class action lawsuit.

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

- Two California residents have filed lawsuits claiming Polaris Industries Inc., Polaris Inc., and Polaris Sales Inc. (collectively “Polaris”) manufactured, marketed, advertised, and sold new RZR Side by Sides, or UTVs, that had a label on the rollover protective structure (“ROPS”) stating, “This ROPS structure meets OSHA requirements of 29 CFR 1928.53”.
- You may be part of this class action if you are a California resident who purchased a new Polaris RZR (“the UTV”) at an authorized Polaris dealership at a physical, retail location in the state of California between August 8, 2016 and July 14, 2021 that had a label on the ROPS stating, “This ROPS structure meets OSHA requirements of 29 CFR 1928.53.”
- Polaris denies and is contesting the plaintiffs’ allegations and claims. The Court has not ruled on the merits of the plaintiffs’ claims or Polaris’s defenses.
- This case is currently scheduled to go to trial. There is no money available now and no guarantee there will be in the future. However, your rights may be affected, and you have a choice to make **now**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

<p>DO NOTHING</p>	<p>Stay in this lawsuit. Await the outcome. Share in a possible money recovery, if any. Give up certain rights.</p> <p>By doing nothing, you are choosing to stay in the lawsuit. You will keep your right to make a claim to share in a possible money recovery, if any, that may come from the trial. However, if you do nothing, you will remain in the lawsuit, and you will give up the right to sue Polaris on your own about the legal claims included in this lawsuit.</p>
<p>ASK TO BE EXCLUDED</p>	<p>Get out of this lawsuit. Get no money recovery, if any. Keep certain rights.</p> <p>If you ask to be excluded, and money is later awarded, you will not be able to make a claim for a share in any such award. However, you will keep the right to sue Polaris on your own about the legal claims included in this lawsuit.</p>

- Lawyers must prove the claims against Polaris at a trial to be scheduled by the Court. If money is obtained from Polaris, you will be able to make a claim for a share in any such award.
- Your rights and options are explained in this notice. To ask to be excluded, you must ask by **February 24, 2025**

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a Court consolidated these lawsuits and certified a Rule 23(b)(3) class to proceed as a class action and your rights may be affected. If you are a California resident who purchased a new Polaris RZR (“the UTV”) at an authorized Polaris dealership at a physical, retail location in the state of California between August 8, 2016 and July 14, 2021 that had a label on the ROPS stating, “This ROPS structure meets OSHA requirements of 29 CFR 1928.53”, you may have legal rights and options in this case before the Court or a jury decides whether the claims being made against Polaris on your behalf are correct. This notice explains all of these things.

The Honorable Judge Fernando L. Aenlle-Rocha of the United States District Court for the Central District of California is overseeing this class action. The consolidated case is known as *Paul Guzman v. Polaris Industries Inc., et al.*, Case No. 8:19-cv-01543-FLA (KESx) (lead case). The defendants being sued are Polaris Industries Inc., Polaris Inc., and Polaris Sales Inc. (collectively “Polaris”).

2. What is a class action?

In a class action lawsuit, a person, called a “Class Representative” (here, plaintiff Paul Guzman and plaintiff Francisco Berlanga), sues on behalf of people who have substantially similar claims. Together, these people are called a Class or Class members. One court resolves the issues for all Class members, except for those who exclude themselves, i.e., opt out, from the Class.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit could proceed as a class action because it meets the numerosity, commonality, typicality, and adequacy requirements of Federal Rule of Civil Procedure 23. That is, the Court ruled that the Class is so large or “numerous” that getting all Class members together is impracticable; there are questions of law and fact that are “common” to the Class and these “common” issues predominate; the claims of the Class Representatives are “typical” of the claims of the Class; and the Class Representatives and lawyers for the Class will fairly and “adequately” protect the interests of all Class members. More information about why this is a class action can be found in the Court’s two Orders Granting in Part Plaintiff’s Motion for Class Certification, which are available in the **Court Documents** section of www.RZRnotice.com.

THE CLAIMS IN THE LAWSUIT

4. **What is the lawsuit about?**

The lawsuit claims Polaris manufactured, marketed, advertised and sold new RZR Side by Sides, or UTVs, that had a label on the ROPS stating “This ROPS structure meets OSHA requirements of 29 CFR 1928.53”. The lawsuits claim that California residents who purchased new RZR vehicles in California between in or about August 8, 2016 and July 14, 2021 relied on the ROPS label in purchasing their RZR vehicles, and that the ROPS allegedly did not meet the requirements of 29 CFR 1928.53. The lawsuit claims that in selling new RZRs that had a label on the ROPS stating that the ROPS structure met the requirements of 29 CFR 1928.53, when it did not do so, Polaris has violated California state law. The lawsuit seeks money for Class members to compensate them for the difference in value between what was promised and what was delivered. The lawsuit also asks for attorneys’ fees and costs.

More information can be found on www.RZRnotice.com.

5. **How does Polaris answer?**

Polaris denies and is contesting all of the plaintiffs’ allegations and claims that it violated any law. Defendants continue to object to class certification and thus preserve their right to file a motion to decertify the Classes, as well as to challenge and object to the class certifications on appeal in these matters.

More information on Polaris’ response to the plaintiffs’ allegations and claims is available at www.RZRnotice.com.

6. **Has the Court decided who is right?**

No. The Court has not ruled on the merits of the plaintiffs’ claims or Polaris’s defenses. The lawyers for the plaintiffs will present their claims and the lawyers for Polaris will present its defenses at a trial to be scheduled by the Court.

7. **What are the plaintiffs asking for on behalf of the Class?**

The plaintiffs are asking for money to be paid to consumers to compensate them for the difference in value between what was promised and what was delivered. The lawsuit also asks for attorneys’ fees and costs.

8. **Is there any money available now?**

No. There is no money available now because the Court has not ruled on the merits of the plaintiffs’ claims or Polaris’s defenses. There is no guarantee that money will ever be awarded or obtained.

MEMBER OF THE CLASS

9. How do I know if I am part of the Class?

You are included in this lawsuit if you are a California resident who purchased a new Polaris RZR (“the UTV”) at an authorized Polaris dealership at a physical, retail location in the state of California between August 8, 2016 and July 14, 2021 that had a label on the ROPS stating, “This ROPS structure meets OSHA requirements of 29 CFR 1928.53.”

Defendants, their affiliates, employees, agents, and attorneys, and the Court, members of its immediate family, and its judicial staff are not part of the Class.

YOUR RIGHTS AND OPTIONS

10. What happens if I do nothing at all?

If you do nothing, you are choosing to stay in the Class. If the plaintiffs win or lose at trial, you will be legally bound by all orders and judgments of the Court, and you will not be able to sue or continue to sue Polaris in a different case over the legal claims included in this lawsuit. If the plaintiffs are awarded money from Polaris at trial, you will be able to make a claim for a share of any such award.

11. What happens if I exclude myself?

If you exclude yourself from the Class, you: (1) will not be legally bound by the Court’s judgments; (2) will keep any rights you may have to sue Polaris for the legal claims included in this lawsuit; and (3) will not be able to get any money from this lawsuit if any money is awarded as a result of the trial.

12. How do I ask to be excluded?

To exclude yourself from the Class, send a letter to the address in Question 19 below postmarked by **February 24, 2025** stating you want to be excluded from *Paul Guzman v. Polaris Industries Inc., et al.*, Case No. 8:19-cv-01543-FLA (KESx) (lead case). Include your name, address, telephone number, and signature.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court has appointed John P. Kristensen of Kristensen Law Group, Todd M. Friedman of the Law Offices of Todd M. Friedman, P.C., and Christopher W. Wood of Dreyer Babich Buccola Wood & Campora, LLP to represent you and other Class members as Class Counsel. These lawyers have experience handling similar cases. For information about their law firms visit kristensen.law, www.toddflaw.com, and <https://www.dbbwc.com>. Paul Guzman and Francisco Berlanga are Class members like you, and the Court has appointed them to serve as the “Class Representatives.”

14. Should I get my own lawyer?

You do not need to hire your own lawyer, nor do you have to pay Class Counsel or anyone else to participate because Class Counsel is representing you and all other Class members. However, you may hire your own lawyer to represent you at your own expense.

15. How will the lawyers be paid?

If Class Counsel obtains money or other benefits for the Class, they will ask the Court for attorneys' fees and costs, which would be paid out of any money recovered for the Class. You will not be personally responsible for fees or expenses.

THE TRIAL

16. How and when will the Court decide the case?

The case will be decided at a trial to be scheduled by the Court. The trial will take place at the United States District Court for the Central District of California, Courtroom 6B located at 350 W. 1st Street, Los Angeles, California 90012 on May 5, 2025 at 8:15 a.m. The trial may be moved to a different date or time without additional notice. Check www.RZRnotice.com for updates.

17. Do I have to come to court?

No. You do not have to come to court, but you are free to do so. Class Counsel will present the case for the plaintiffs, and the lawyers for Polaris will present Polaris's case and defenses. However, you or your own lawyer may appear in court for this case at your own expense.

18. Will I get money after the trial?

If money is awarded as a result of the trial, a new notice will be issued about how to make a claim for a share of any such award and the requirements for doing so, and about any other options you may have at that time. Updated information about the case may be posted on www.RZRnotice.com.

GETTING MORE INFORMATION

19. Is more information about the lawsuit available?

For a detailed notice and other documents about this lawsuit and your rights, go to www.RZRnotice.com, call 1-844-407-4522, write to PO Box 4787, Baton Rouge, LA 70821, or call Class Counsel at 1-877-619-8966.