

NOTICE OF CLASS ACTION SETTLEMENT

**If You Purchased an Extended Services Plan from Staples in New York,
You May Be Entitled to Money from a Class Action Settlement.**

The Settlement will provide a gross amount of \$3.95 million to pay Claims from people who purchased an Extended Services Plan (“Protection Plan”) from Staples in New York between February 1, 2010 and August 31, 2013.

The Settlement resolves a lawsuit over whether Staples misrepresented the terms and conditions of the Protection Plans. The lawsuit alleges that Staples failed to adequately disclose that the Protection Plans required consumers to use any coverage available under the manufacturer’s warranty before obtaining coverage under the Protection Plans. The lawsuit alleges that consumers overpaid for the Protection Plans to the extent that the Protection Plans overlapped with the manufacturer’s warranty. Staples denies the claims alleged in the lawsuit.

The two sides disagree on how much money could have been won if the case went to trial and if the individuals who bought Protection Plans could have won at trial.

Your legal rights are affected whether you act, or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
MAKE A CLAIM ONLINE	To get a payment, you must file a Claim by February 26, 2018 at www.StaplesSettlement.com .
OBJECT	Write to the Court by November 27, 2017 about why you want to object to the Settlement.
OPT OUT	If you do not want to be part of the Settlement, you can opt out by November 27, 2017 .
DO NOTHING	If you do not fill out a Claim Form, you will get no payment unless you have been identified from Staples’ records. You also give up your right to sue the Defendant about the legal issues in this case.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court presiding over this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after objections and appeals, if any, are resolved. Please be patient.

1. Why did I get this Notice?

This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family may have bought a Protection Plan from Staples in New York between February 1, 2010 and August 31, 2013.

You got this Notice because you have a right to know about the proposed Settlement of this lawsuit and about all of your options before the Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

This case is pending before the United States District Court for the Southern District of New York (the “Court”), and the case is called *Orlander v. Staples, Inc.*, Case No. 13-CV-0703 (the “Lawsuit”). The judge to whom the case is assigned is the Honorable Naomi Reice Buchwald. The consumer who purchased a Protection Plan and sued Staples is called the Plaintiff, and the company (Staples) he sued is called the Defendant.

If the Court approves the Settlement and the Settlement becomes effective: (a) the Lawsuit will be dismissed with prejudice, (b) all members of the Class who do not opt out of the Settlement will have released the Released Claims (a full copy of the Released Claims is in question 11), and (c) the Settlement Administrator (“Settlement Administrator”) approved by the Court will make payments pursuant to the Settlement.¹

2. What is this lawsuit about?

The following summary is not based on findings of the Court. The Court has made no findings about the following matters, and these descriptions are not opinions of the Court as to the merits of any of the Claims or defenses raised by any of the parties.

The Lawsuit alleges that Staples misrepresented the terms and conditions of the Protection Plans and failed to adequately disclose that the Protection Plans required consumers to use any coverage available under the manufacturer’s warranty before obtaining coverage under the Protection Plans. The Lawsuit alleges that consumers overpaid for the Protection Plans to the extent that the Protection Plans overlapped with the manufacturer’s warranty. Staples denies the Claims alleged in the Lawsuit.

3. Why is this a class action?

In a class action, one or more people (in this case, Plaintiff Andrew Orlander), sue on behalf of people who have similar claims. Together these people are called a class or referred to as class members. Here, the Plaintiff is suing on behalf of all consumers who purchased Protection Plans in New York between February 1, 2010 and August 31, 2013.

4. Why is there a settlement?

Although the Plaintiff and the Plaintiff’s Counsel think they could have won at trial, the Defendant thinks the Plaintiff would not have won anything at a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, the parties avoid the cost of a trial, and the Class Members will receive money. The Plaintiff and his attorneys think the Settlement is fair and is what is best for all Class Members.

The Plaintiff’s Counsel conducted an investigation and reviewed discovery relating to the claims in the Lawsuit. The Plaintiff’s Counsel has analyzed the evidence obtained during the investigation, and the discovery obtained in the Lawsuit, and has also researched the law with respect to the claims in the Lawsuit and the potential defenses. The Plaintiff’s Counsel also considered the Court’s granting of the Defendant’s motion to dismiss the Lawsuit, and the appeal of that decision that the Plaintiff won, allowing the Lawsuit to move forward.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated August 11, 2017 (the “Settlement Agreement”), which is available on the Settlement Website at www.StaplesSettlement.com.

While the Plaintiff believes that Staples misrepresented the terms and conditions of the Protection Plans, the Defendant has argued that it acted appropriately and continues to deny all allegations of wrongdoing, fault, liability, or damage. In light of the risks of continued litigation, the amount of the Settlement, and the immediacy of recovery to the Class, the Plaintiff and the Plaintiff's Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. The Plaintiff and the Plaintiff's Counsel believe the Settlement provides a benefit to the Class, namely \$3.95 million in cash (less the various deductions described in this Notice) compared to the risk that the Claims in the Lawsuit would produce a smaller or no recovery after trial and appeals, possibly years in the future.

The Court has not made any final decisions about the Plaintiff's Claims or the Defendant's defenses.

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

If you are a member of the Class, you are automatically part of the Settlement, unless you exclude yourself. The Class certified by the Court includes the following:

All persons who purchased any Extended Services Plans from Staples in New York State from February 1, 2010 to August 31, 2013. The Extended Services Plans included in the Settlement are all product service plans that (1) applied to computers, laptops, netbooks, tablets, digital readers, or any other technology products (including, without limitation, printers, fax machines, all-in-ones, shredders, digital cameras, camcorders, monitors, televisions, digital audio players, PDAs/handheld devices, GPS devices, networking equipment, scanners, projectors, cordless phones, electronic staplers, and external drives); and (2) were administered or otherwise supported by Assurant.

Staples and the company that administered the Protection Plan for Staples have been able to provide Plaintiff with the names, addresses, and/or email addresses for many of the individuals who purchased the Protection Plans in New York between February 1, 2010 and August 31, 2013.

Please note that receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive money from the Settlement. If you wish to be eligible to get money from the Settlement, you should submit a Claim Form, which is available at www.StaplesSettlement.com, no later than **February 26, 2018**.

6. What does the Settlement provide?

In exchange for ending the Lawsuit and Class Members agreeing never to sue Staples again for the claims made in this Lawsuit (the "Release"), Staples has agreed to pay \$3.95 million cash into an interest-bearing Escrow Account (the "Settlement Fund") for the benefit of the Class to be divided, after payment of fees and expenses, among all Class Members who bought a Protection Plan between February 1, 2010 and August 31, 2013.

7. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Claim Forms submitted, the number of people who are identified from Staples' records as a result of completing the registration for their Protection Plan, and the amount of costs and fees that will be paid from the Settlement Fund. Here's how it works:

If you bought a Protection Plan in New York between February 1, 2010 and August 31, 2013, based on the total Settlement Fund, you will be entitled to make a Claim for an amount of at least 11 percent of the full price you paid for your Protection Plan. The costs to administer the Claims and to pay the attorneys and litigation expenses will be deducted from the Settlement Fund first and then the rest of the Settlement Fund will be distributed to Class Members who either make a timely Claim or registered their Protection Plan. All of the \$3.95 million available will be distributed. The details of the allocation are as follows:

Each person who has been identified by records from Staples and the company that administered the Protection Plan will be automatically sent a check or electronic payment after the Settlement is approved by the Court. However, these lists may not be complete. Therefore, to make sure you get a payment in the Settlement, you should complete a Claim Form at www.StaplesSettlement.com. Filling out a Claim Form will also allow for the Settlement Administrator to confirm it has your most recent address and email address. The amount you get will be based on the number of people who either make a Claim or who are included on the lists provided to Plaintiff. The entire Settlement Fund (after deducting costs, expenses, and fees) will be allocated on a "pro rata" basis. That means once the Settlement Administrator has the total number of people who are entitled to

get a Claim, they will divide the money up based on an equal percent of the purchase price of your Protection Plan(s). The lowest amount you will receive, if every Class Member makes a Claim, would be 11 percent of the Protection Plan purchase price (based on the total Settlement Fund). If fewer Class Members make a Claim, then the percentage you receive will go up accordingly.

It is important that you claim the money you receive in a timely fashion once you get your check or electronic payment. To ensure that eligible Class Members receive as much money as possible (up to the full purchase price of the Protection Plan), a second distribution may be made, if economically feasible, if there is still money in the Settlement Fund because Class Members did not cash their checks or claim their electronic payments. That second distribution will be sent only to those Class Members who previously cashed their checks or accepted their electronic payment.

The plan of allocation set forth herein is the plan that is being proposed by the Plaintiff and Plaintiff's Counsel to the Court for approval. The Court may approve this plan of allocation as proposed or it may modify the plan without further notice to the Class. Any orders regarding a modification of the plan of allocation will be posted to the Settlement Website, www.StaplesSettlement.com.

8. How can I get a payment?

To qualify for payment, you must have purchased a Protection Plan at a Staples in New York between February 1, 2010 and August 31, 2013. You must either have registered your Protection Plan so your name will be on the lists the Plaintiff was provided or complete a Claim Form. The best way to ensure you get a payment is to complete a Claim Form online at www.StaplesSettlement.com. If you would rather complete a paper Claim Form, you can get one by emailing info@StaplesSettlement.com, calling 1-888-457-2303, or writing to the Staples ESP Settlement Administrator at P.O. Box 2876, Portland, Oregon 97208-2876. Read the instructions carefully and complete the Claim Form no later than **February 26, 2018**.

9. When would I get my payment?

The Court will hold a hearing at **11:00 a.m. on December 13, 2017** at the U.S. District Court, 500 Pearl Street, New York, New York 10007 in Courtroom 21A, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. The Settlement Website will be updated for any new developments. Please be patient.

10. How does the Settlement affect my rights?

If the Settlement is approved, you can't sue or be part of any other lawsuit against the Defendant about the legal issues in this case, regardless of whether you submit a Claim Form or get paid. It also means that all of the Court's orders will apply to and legally bind you.

If you do not want to get a payment from the Settlement and you want to keep the right to sue or continue to sue Staples on your own about the legal issues in this case, then you must take certain steps to get out of the Settlement. This process is called excluding yourself from or "opting out" of the Class.

To opt out of the Settlement, you must send a letter in the mail with the following: (a) your name; (b) your current street address and email address; (c) your signature; and (d) the following statement: "I do not want to be part of the Class in *Orlander v. Staples, Inc.*, Case No. 13-CV-0703 (S.D.N.Y)." You must mail your letter postmarked by **November 27, 2017** to the following address:

Staples ESP Settlement Administrator
P.O. Box 2876
Portland, OR 97208-2876

You cannot exclude yourself by telephone or email. If you ask to be excluded, you will not get any Settlement payment and you cannot object to the Settlement. You will not be bound by anything that happens in this Lawsuit. You will be free to pursue your own Claims at your own expense if you choose to do so without any guarantee of success.

11. What am I giving up in connection with the Settlement?

As a result of the Settlement, you can no longer sue Staples for any of the Claims made in the Lawsuit. Giving up these Claims is called a release. The full release language agreed to in connection with the Lawsuit is as follows:

Class Members agree to give up any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, whether known or not known, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, perfected or not perfected, choate or inchoate, ripened or unripened, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below) that were asserted by Plaintiff on his own behalf and/or on behalf of all other Class Members in the Action or could have been or in the future might be asserted by Plaintiff or the Class in the Lawsuit or in any other court, tribunal forum, or proceeding that are based upon, arise out of, relate in any way to, or involve, directly or indirectly, the purchase of a Purchase Plan in New York State between February 1, 2010 and August 31, 2013, and any other allegations, facts, practices, events, or claims related directly or indirectly to the Lawsuit or to the subject matter of the Complaint. These are called the Released Claims.

"Releasing Parties" means each, any, and all of the following: Plaintiff and each and every other member of the Class, on behalf of themselves and each and all of their respective successors in interest, representatives, trustees, executors, administrators, agents, heirs, estates, assigns, or transferees, but only to the extent such claims are derived by contract of operation of law from the Claims of Class Members.

"Released Parties" means (i) Defendant and any of its past and present subsidiaries, affiliates, and each of their respective directors, officers, employees, predecessors, successors, assigns, agents, insurers, or attorneys; and (ii) Assurant Service Protection, Inc. and any of its past and present subsidiaries, affiliates, and each of their respective directors, officers, employees, predecessors, successors, assigns, agents, insurers, or attorneys, arising out of or relating to the purchase of an ESP in New York State during the Class Period.

"Unknown Claims" means any claim that any Releasing Party does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to any of the Released Claims, upon the Effective Date, the Releasing Parties expressly waive and relinquish, to the fullest extent permitted by law, all provisions, rights, and benefits conferred by or under Section 1542 of the Civil Code of the State of California ("Section 1542") or any New York counterpart that is similar, comparable, or equivalent to Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Plaintiff acknowledges, and each other Releasing Party by operation of law shall be deemed to have acknowledged, that he may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims but that it is the intention of the Plaintiff and, by operation of law, the Releasing Parties to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Plaintiff acknowledges, and each other Releasing Party, by operation of law, shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement, and was relied upon by the Defendant in entering into the Settlement Agreement.

12. Do I have a lawyer in this case?

The law firm of Gardy & Notis, LLP has been appointed by the Court to represent you and other Class Members. These lawyers are called the Plaintiff's Counsel. You will not be charged any out-of-pocket money for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Plaintiff's Counsel will ask the Court to approve payment of up to 30 percent of the Settlement Amount plus out-of-pocket expenses in an amount not to exceed \$20,000. The Plaintiff will also request an incentive award fee of \$5,000 for the work he performed on behalf of all Class Members. The Plaintiff's Counsel has been working on this case since 2013 without any payment at all. The Plaintiff's Counsel successfully appealed the Court's Order dismissing the case, reviewed thousands of pages of documents from the Defendant and third parties, took one deposition, and prepared for and mediated this Settlement before a skilled mediator. The Court did not make any final decisions about the merits of the case. A detailed summary of what was done in this Lawsuit is included in the Settlement Agreement, which may be obtained by visiting the Settlement Website at www.StaplesSettlement.com, emailing info@StaplesSettlement.com, or calling 1-888-457-2303. The fees would pay the Plaintiff's Counsel for investigating the facts, litigating the case, and negotiating the Settlement that achieves a \$3.95 million recovery. The expenses are to reimburse Plaintiff's Counsel for out-of-pocket expenses incurred in litigating the Lawsuit. The Court may award less than these amounts. The amounts of the Fee and Expense Award and the incentive award will be deducted from the Settlement Fund. The Administrative Costs of the Settlement will also be deducted from the Settlement Fund.

14. How do I tell the Court that I want to object to the Settlement?

You can object to any part of the Settlement including the request by the Plaintiff's Counsel for fees and reimbursement of expenses as described above. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must file a written statement with the Court no later than **November 27, 2017** saying that you object to the Settlement. Be sure to (a) identify the case known as *Orlander v. Staples, Inc.*, Case No. 13-CV-0703; (b) include your name, address, telephone number, and if represented by an attorney, the name, address, and telephone number of your attorney; (c) provide proof of membership in the Class; (d) affix your signature; and (e) describe the reasons you object to the Settlement. To file with the Court, you must either have an electronic filing account, send your objection in the mail, or hand-deliver your papers to the Clerk of the United States District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007-1312. Also, you must serve by e-filing, hand-delivery, or overnight mail the objection to the following attorneys by **November 27, 2017**:

Meagan A. Farmer
GARDY & NOTIS, LLP
Tower 56
126 East 56th Street, 8th Floor
New York, NY 10022-3613

Barry M. Kazan, Esq.
THOMPSON HINE LLP
335 Madison Avenue, 12th Floor
New York, NY 10017-4611

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

The Court will hold a Settlement Hearing at **11:00 a.m. on December 13, 2017** at U.S. District Court, Southern District of New York, 500 Pearl Street, Courtroom 21A, New York, New York 10007. At this Settlement Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the plan of allocation. The Court will also consider how much to pay to the Plaintiff's Counsel. If there are objections, the Court will consider them. After the Settlement Hearing, the Court will make decisions on whether to approve these matters relating to the Settlement. We do not know how long these decisions will take.

16. Do I have to come to the Settlement Hearing?

No. The Plaintiff's Counsel will answer questions the Court may have. But, you are welcome to 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 mailed your written objection with the proper documentation in the manner described above on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above and provide the proper proof of membership in the Class will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the proposed plan of allocation, the Plaintiff's Counsel's request for an award of attorneys' fees and reimbursement of expenses, or the Plaintiff's request for an incentive award. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

17. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement, unless you have been identified by Staples as a result of having registered your Protection Plan. If the Settlement is approved, you will not be able to start a lawsuit or be part of any other lawsuit against the Staples about the legal issues in this case ever again.

18. Are there more details about the Settlement?

This Notice is a summary of the Settlement. More details are in the Settlement Agreement. For more detailed information about the matters in the Lawsuit, you are referred to the papers on file in the Lawsuit, including the Settlement Agreement, which may be inspected during regular business hours of each business day at the Office of the Clerk, U.S. District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007-1312. Copies of the Settlement Agreement and any related orders entered by the Court will be posted on the Settlement Website at www.StaplesSettlement.com. All questions about this Notice or the Claim Form should be directed to the Settlement Administrator by visiting the Settlement Website at www.StaplesSettlement.com, emailing info@StaplesSettlement.com, or calling 1-888-457-2303.

19. How do I get more information?

You can call the Settlement Administrator at 1-888-457-2303 toll-free; write to Staples ESP Settlement Administrator at P.O. Box 2876, Portland, Oregon 97208-2876; email the Settlement Administrator at info@StaplesSettlement.com; contact Meagan Farmer of Gardy & Notis, LLP (one of counsel for Plaintiff) at 212-905-0509 or MFarmer@GardyLaw.com; or visit www.StaplesSettlement.com where you will find answers to common questions about the Settlement, a Claim Form, and other information to help you determine whether you are a Class Member and whether you are eligible to get money from the Settlement.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT YOUR QUESTIONS.