

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA**

DAVID M. SWINTON, on behalf of himself
and all others similarly situated,

Civ. No. 4:18-cv-00144-SMR-SBJ

v.

**NOTICE OF PENDENCY AND
SETTLEMENT OF CLASS ACTION**

SQUARETRADE, INC.,

TO: ANY PERSON WHO, FROM APRIL 20, 2012 THROUGH OCTOBER 8, 2018 (THE “CLASS PERIOD”), PURCHASED A SQUARETRADE PROTECTION PLAN ON AMAZON, BUT EXCLUDING DEFENDANT, ANY ENTITIES IN WHICH DEFENDANT HAS A CONTROLLING INTEREST OR WHICH HAVE A CONTROLLING INTEREST IN DEFENDANT, AND THE OFFICERS, DIRECTORS, AFFILIATES AND ATTORNEYS FOR DEFENDANT (THE “SETTLEMENT CLASS”).

PLEASE READ THIS NOTICE IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION.

If you purchased a SquareTrade Protection Plan on Amazon during the Class Period, you could get a payment in the form of money and/or one or more Settlement Coupons from a class action settlement (the “Settlement”). The Settlement website is www.SSTSettlement.com.

- If approved by the Court, the Settlement will provide: (1) changes to certain webpages offering SquareTrade Protection Plans; (2) specified refund payments to each person or entity that SquareTrade’s computer records identify as a member of the Settlement Class who had a claim denied under a SquareTrade Protection Plan on the ground that said person or entity had purchased the product subject to the SquareTrade Protection Plan from a retailer other than Amazon (“Refund Settlement Class Members”); (3) prospective changes to SquareTrade’s treatment of claims made under outstanding SquareTrade Protection Plans; and (4) a \$10 coupon for each SquareTrade Protection Plan purchased by a member of the Settlement Class. Information about how members of the Settlement Class (“Settlement Class Members”) will receive refund payments and Settlement Coupons is below.
- David M. Swinton is the “Named Plaintiff” in this action. Attorneys for the Named Plaintiff (“Lead Class Counsel”) state that they have incurred certain attorney’s fees, costs, and expenses in prosecuting this action. They have agreed to limit their request for fees, costs, and expenses, which much be approved by the Court, to up to \$25,000 payable by SquareTrade in addition to any benefits or compensation provided by SquareTrade under the terms of this settlement; plus up to 15% of the total amount that the Refund Settlement Class Members spent on the products as to which SquareTrade had denied a claim on the ground that the product had been purchased from a retailer other than Amazon. Lead Class Counsel for the Named Plaintiff also intends to ask the Court to award the Named Plaintiff \$2,500 as an award for his time spent on the lawsuit.
- The Settlement resolves a lawsuit as to whether SquareTrade allegedly made misleading statements to consumers with respect to its sales of Protection Plans on Amazon in violation of Iowa’s Private Consumer Frauds Act, Iowa Code Chapter 714H, the Magnusson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, and the common law prohibition against unjust enrichment. SquareTrade denies the allegations in the lawsuit and denies any wrongdoing.
- On December 21, 2016, an individual named Adam Starke filed an action against SquareTrade in the United States District Court for the Eastern District of New York, captioned *Starke v.*

SquareTrade, Inc., No. 16-7036 (E.D.N.Y.) (“Starke”). The allegations in Starke, which is also a purported class action, are similar to the allegations by Mr. Swinton in this case. In *Starke*, SquareTrade moved to compel arbitration based on the arbitration clause in SquareTrade’s terms and conditions, and the Court denied the motion on the basis that Mr. Starke had not agreed to the arbitration provision. SquareTrade appealed to the United States Court of Appeals for the Second Circuit, and on January 10, 2019, the Second Circuit affirmed the decision of the lower court. *Starke v. SquareTrade, Inc.*, 17-2474 (2d. Cir. 2019). The *Starke* case will now move to the next stage of the proceedings in the Eastern District of New York. SquareTrade maintains that there are important differences between *Starke* and this case with respect to the enforceability of the arbitration clause in SquareTrade’s terms and conditions, and were Mr. Swinton and SquareTrade not settling this case, SquareTrade would be seeking to compel this case to arbitration notwithstanding the district court and appellate decisions in *Starke*.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE BENEFIT	<p>If the Court orders payments to Settlement Class Members, and if SquareTrade’s computer records show you are a Settlement Class Member who had a claim denied because the product subject to the SquareTrade Protection Plan (the “Covered Product”) was purchased from a retailer other than Amazon, then you will receive a refund payment equal to the amount you paid for the Covered Product, exclusive of sales tax and shipping, less any percentage that the Court awards in attorneys’ fees for Lead Class Counsel. SquareTrade will make this payment by check. In addition, if the Court orders payments to Settlement Class Members, and if SquareTrade’s computer records show you are a Settlement Class Member, you will receive via email from a third-party settlement administrator one \$10 Settlement Coupon per SquareTrade Protection Plan you purchased during the Class Period from Amazon that you can use to obtain a discount off the purchase of a SquareTrade Protection Plan for a mobile phone.</p> <p>You will also give up your right to be part of any other lawsuit against SquareTrade about the claims in this case.</p>
OBJECT NO LATER THAN JUNE 7, 2019	<p>Submit a written objection explaining why you do not like the Settlement and think it should not be approved. You must send your objection to Lead Class Counsel who will file it with the Court for you. If you submit an objection, you may also speak at the Court’s Final Approval Hearing to explain your position. You are not required to attend the hearing, though. The Final Approval Hearing will take place on June 21, 2019 at 9:00am at The United States District Court for the Southern District of Iowa, 123 East Walnut Street, Des Moines, Iowa 50309.</p>

**EXCLUDE YOURSELF NO LATER THAN
MAY 22, 2019**

Get no refund payments or Settlement Coupons. This is the only option that allows you to be a part of any other lawsuit against SquareTrade about the legal claims in this case.

These rights and options are explained in more detail below.

INQUIRIES

Please do not contact the Court regarding this notice (“Notice”). All inquiries concerning this Notice, or any other questions by Settlement Class Members, should be directed to Lead Class Counsel:

Harley C. Erbe
ERBE LAW FIRM
2501 Grand Avenue
Des Moines, Iowa 50312
Telephone: (515) 281-1460
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COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. What is the purpose of this notice?

This notice has been issued pursuant to an Order of the United States District Court for the Southern District of Iowa. The purpose of this notice is to inform you of the proposed Settlement of this class action litigation (the “Action”). It is also to inform you of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement at what is called a “Final Approval Hearing.” This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and the Action.

2. What is this lawsuit about?

The lawsuit is known as *Swinton v. SquareTrade, Inc.*, No. 4:18-cv-00144-SMR-SBJ, and the Court in charge of the case is the United States District Court for the Southern District of Iowa (the “Court”).

SquareTrade sells Protection Plans for various devices, including mobile phones, on Amazon. The Action alleges that SquareTrade deceptively marketed and sold its Protection Plans through Amazon and failed to adequately disclose the terms and conditions of its Protection Plans prior to a consumer’s purchase of the Protection Plan, including, without limitation, the provision of the terms and conditions that provides that claims related to SquareTrade Protection Plans can be brought only in arbitration on an individual basis and not in court on an individual or class basis (the “Arbitration Provision”). The Complaint alleged that SquareTrade’s conduct violated Iowa’s Private Consumer Frauds Act, Iowa Code Chapter 714H, the

Magnusson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, and the common law prohibition against unjust enrichment. These claims were pleaded on behalf of the Named Plaintiff and three putative classes of persons who purchased a SquareTrade Protection Plan on Amazon. The Action sought, among other relief, damages, restitution, disgorgement of profits, statutory damages, attorneys' fees, and costs.

SquareTrade denies the allegations in the Action, and denies any wrongdoing. In particular, SquareTrade denies that its marketing or sales of its Protection Plans has been in any way inconsistent with Iowa's Private Consumer Frauds Act, Iowa Code Chapter 714H, the Magnusson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, or the common law prohibition against unjust enrichment. SquareTrade also denies that the claims against it in the Action can be adjudicated appropriately in court on a class-wide basis, as opposed to in arbitration on an individual basis. Defendant contends that the Arbitration Provision is fully enforceable and valid.

3. Why is this a class action?

In a class action, one or more individuals and/or entities, called Named Plaintiffs, sue on behalf of all individuals and/or entities that have similar claims. All of these individuals and/or entities are referred to collectively as a class, and each individual or entity is known as a class member. One court resolves all issues for all class members, except for those class members who exclude themselves from the class.

4. Who is eligible to participate in the proposed settlement?

The proposed settlement is available to members of the Settlement Class. The Settlement Agreement defines the Settlement Class as "any person or entity in the United States or its territories who, during the Class Period, purchased a SquareTrade Protection Plan on Amazon." Excluded from the Settlement Class are the judge approving the Settlement and his or her immediately family; Defendant; any entities in which Defendant has a controlling interest or which have a controlling interest in Defendant; and the officers, directors, employees, affiliates, and attorneys for Defendant.

5. Why did the parties agree to the proposed settlement?

Each party has investigated the facts of this case by obtaining, reviewing, and analyzing information from the other party regarding the allegations in the Action.

The Named Plaintiff and SquareTrade do not agree regarding the merits of the Named Plaintiff's allegations with respect to liability, or with respect to the amount of money (if any) that would be recoverable by the Settlement Class if the Named Plaintiff were to prevail at trial. The issues on which the Named Plaintiff and SquareTrade disagree include: (1) whether SquareTrade violated Iowa's Private Consumer Frauds Act, Iowa Code Chapter 714H, the Magnusson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, or the common law prohibition against unjust enrichment; (2) whether this action can proceed in court on a class basis as opposed to in arbitration on an individual basis; (3) whether a class could legally be certified by the Court if the parties did not settle; and (4) the amount of monetary relief (if any) to which Settlement Class Members would be entitled.

This matter has not gone to trial and the Court has not decided in favor of either the Named Plaintiff or SquareTrade. Instead, the Named Plaintiff and SquareTrade have agreed to settle the Action.

The parties have negotiated the terms of an Agreement of Settlement (the "Settlement Agreement") in the Action, which is on file with the Court and also can be found on the Settlement Website. The Settlement Agreement was reached only after arm's-length negotiations between the parties, who were represented by separate counsel with extensive experience and expertise in class action litigation. During the negotiations, both parties had a clear view of the strengths and weaknesses of their respective claims and defenses.

Although SquareTrade vigorously denied, and continues to deny, any wrongdoing or liability regarding the Named Plaintiff's allegations, SquareTrade has agreed to settle the Action to avoid the expense, risk, and inconvenience of a trial on the merits and any subsequent appeals, and to put to rest and finally terminate the Action and all Released Claims (as defined below in the response to Question No. 6).

Based on a thorough analysis of the facts and the applicable law, and after taking into account the material benefits afforded to the Settlement Class through settlement of this Action, and the risk, delay, and expense of a trial on the merits against SquareTrade and any subsequent appeals, the Named Plaintiff and Lead Class Counsel also concluded that a settlement of the Action on the terms set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interest of all Settlement Class Members.

6. What are the basic terms of the proposed settlement?

The proposed Settlement consists of the following elements.

- Changes to Webpages Offering SquareTrade Protection Plans. SquareTrade shall move the Notice of Channel Restriction that presently appears on Amazon for SquareTrade Protection Plans to the part of the Amazon selling page for SquareTrade Protection Plans that appears to a consumer without scrolling when viewed on a standard computer screen at 100% font size or, in the event of changes or evolution to the Amazon site and/or the presentation of SquareTrade Protection Plans on the Amazon site, in a comparable location (collectively, the "Amazon First Page"). In addition, SquareTrade shall include within the Amazon First Page language that describes where the customer can access a copy of the terms and conditions for SquareTrade Protection Plans. The "Notice of Channel Restriction" is a notice explaining that a SquareTrade Protection Plan purchased on Amazon is valid only if the product to which the SquareTrade Protection Plan applies is purchased on Amazon.
- Refund Payments. For each Settlement Class Member who, based on SquareTrade's records, had a claim under a Class Plan denied on the ground that the Settlement Class Member had purchased the product subject to the Class Plan (the "Covered Product") from a retailer other than Amazon (a "Refund Settlement Class Member"), SquareTrade will refund to each such Refund Settlement Class Member an amount equal the amount said person or entity paid for the Covered Product, exclusive of sales tax and/or shipping, less any percentage that the Court awards in attorneys' fees for Lead Class Counsel. SquareTrade will make this payment by check. Upon SquareTrade making this payment, the Settlement Class Member's Class Plan will be deemed fulfilled and have no further value.
- Claims Made Under Outstanding SquareTrade Protection Plans. With respect to each outstanding Class Plan, SquareTrade will not deny a claim made under such Class Plan on the ground that the Covered Product was not purchased from Amazon. SquareTrade reserves the right to deny a claim under such Class Plans on any other basis permissible under such Class Plans.
- Settlement Coupons. SquareTrade will make available to Settlement Class Members one coupon per Class Plan purchased redeemable for a discount of \$10.00 off the purchase of a SquareTrade Protection Plan for a mobile phone (each a "Settlement Coupon" and collectively, "Settlement Coupons"), as follows:
 - SquareTrade will review its computer database to identify the number of Settlement Coupons that each Settlement Class Member is entitled to receive. SquareTrade will then provide that information, along with email addresses for the Settlement Class Members, to a third-party settlement administration firm (the "Third-Party Administrator"). The Third-

Party Administrator will, using the information provided to it by SquareTrade, distribute by email to Settlement Class Members all Settlement Coupons.

- Terms of Settlement Coupons. Settlement Coupons may only be redeemed for purchases directly from SquareTrade via the SquareTrade.com website or the SquareTrade mobile phone app. Settlement Coupons may be aggregated with other SquareTrade promotions, but may not be aggregated with other Settlement Coupons. Settlement Coupons have no cash value, are not transferable, and may be redeemed only by the Settlement Class Member to whom the Settlement Coupon is issued up through and including one year following their issuance. Settlement Coupons cannot be applied to purchases made prior to issuance of the Settlement Coupons.
- SquareTrade to Bear Costs of Administration. SquareTrade will bear all claims administration costs incurred by the Third-Party Administrator.
- SquareTrade to Pay Attorneys' Fees and Costs. Lead Class Counsel have agreed to limit any request they make to the Court for an award of attorneys' fees and costs incurred in prosecuting this lawsuit to: up to \$25,000 payable by SquareTrade in addition to any benefits or compensation provided by SquareTrade under the terms of this settlement; plus up to 15% of the total of the purchase price of each Covered Product that is the basis for a refund check issued by SquareTrade. The Named Plaintiff also intends to ask the Court to award him \$2,500 as an award for his time spent on the lawsuit.
- Settlement Class Members To Release Claims Against SquareTrade. If the Settlement Agreement is finally approved by the Court, the Court will enter the final Judgment dismissing with prejudice all "Released Claims" against all "Released Parties."
 - "Released Claims" means any and all claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities, agreements, costs or expenses, of any nature whatsoever, arising under federal, state, local, statutory, common or other law, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims, of the Plaintiff and/or any and all Settlement Class Members that arise out of or relate to: (i) the Action, including, without limitation, any challenge to the Arbitration Provision, or (ii) any marketing, advertising, promotion, representation, and/or sale by the Defendant associated with any SquareTrade Protection Plan on Amazon during the Class Period. Released Claims does not include claims to enforce the terms of a SquareTrade Protection Plan.
 - "Released Parties" means SquareTrade and all of its past and present officers, directors, agents, servants, sureties, attorneys, employees, parents, associates, controlling or principal shareholders, general or limited partners or partnerships, subsidiaries, divisions, affiliates, insurers, and all successors or predecessors in interest, assigns, or legal representatives.
 - "Unknown Claims" means all claims arising out of any matter covered by the Released Claims which in the future are or may be found to be other than or different from the facts now believed to be true, so that each person or entity so affected shall be deemed to have expressly waived all of the rights and benefits of Section 1542 of the California Civil Code or any other similar provision or rule of law. Section 1542 of the California Civil Code reads as follows:

Section 1542. Certain Claims Not Affected by General Release.
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.

- All persons or entities providing releases under the Settlement Agreement, including all Settlement Class Members, upon the date the Judgment becomes “Final” (as defined in the Settlement Agreement) shall be deemed to have, and by operation of the Judgment in the Action shall have, waived any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code or any other similar provision or rule of law. All persons or entities providing releases under the Settlement Agreement may hereafter discover facts other than or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but such person or entity upon the Judgment becoming final shall be deemed to have, and by operation of the Judgment in the Action shall have, fully, finally, and forever settled and released any and all such claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

7. How can I get a payment?

If SquareTrade’s computer records identify you as a Settlement Class Member who had a claim under a Class Plan denied on the ground that you purchased the Covered Product from a retailer other than Amazon, you will receive a refund equal to the amount you paid for the Covered Product, exclusive of sales tax and/or shipping, less any percentage that the Court awards in attorneys’ fees for Lead Class Counsel. SquareTrade shall make this payment by check. In addition, if, based on SquareTrade’s computer records, you are identified as a Settlement Class Member, you will receive an email from the Third-Party Administrator providing one coupon per Class Plan you purchased that is redeemable for a discount of \$10.00 off the purchase of a SquareTrade Protection Plan for a mobile phone.

8. How and when will the Court decide whether to approve the settlement?

A settlement approval hearing (the “Final Approval Hearing”) will be held before the Honorable Stephanie M. Rose, Judge of the United States District Court for the Southern District of Iowa, 123 East Walnut Street, Des Moines, Iowa 50309, on June 21, 2019 at 9:00am Central Time to determine: (1) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class and should be approved by the Court; (2) whether a Judgment as provided for in the Settlement Agreement should be entered; (3) whether to award Lead Class Counsel their requested attorneys’ fees and reimbursement of expenses; and (4) whether to award the Named Plaintiff his requested incentive payment. The Court may continue or adjourn the Final Approval Hearing without further notice.

9. What are my rights and obligations to participate in the approval hearing?

Any Settlement Class Member may enter an appearance with the Court in this case individually or through a lawyer he, she, or it retains. If Settlement Class Members do not enter an appearance, they will be represented by Lead Class Counsel.

Any Settlement Class Member who wishes to make a written objection to the Settlement or to any aspect thereof must mail or email such objection so that it is received by Lead Class Counsel **on or before June 7, 2019**, at the postal or email addresses set forth below:

Harley C. Erbe
ERBE LAW FIRM
2501 Grand Avenue
Des Moines, Iowa 50312
Telephone: (515) 281-1460
Facsimile: (515) 281-1474
Email: erbelawfirm@aol.com

Steven P. Wandro
WANDRO & ASSOCIATES
2501 Grand Avenue
Des Moines, Iowa 50312
Telephone: (515) 281-1475
Facsimile: (515) 281-1474
Email: swandro@2501grand.com

Any Settlement Class Member who does not make an objection in the manner provided in this Notice will be deemed to have waived such objection and will forever be foreclosed from making any objection to the proposed Settlement set forth in the Settlement Agreement or any aspect thereof, unless otherwise ordered by the Court. Any Settlement Class Member who submits a timely objection may speak to the Judge at the Final Approval Hearing to explain his, her, or its objection. However, if you file an objection, you are not required to appear at the Final Approval Hearing. The Court will consider your written objection even if you do not appear.

Any written objection should indicate the case name (*David M. Swinton v. SquareTrade, Inc.*, Case No. 4:18-cv-00144-SMR-SBJ) and also include the following information: (1) name, address, and telephone number of the Settlement Class Member, (2) all grounds for the objection, including any legal support the Settlement Class Member or his, her, or its counsel wish to assert, (3) if represented by counsel, the name, address, and telephone number of all counsel who represent the Settlement Class Member, (4) a statement confirming whether the Settlement Class Member or counsel plan to appear at the Final Approval Hearing, (5) the name, address, and telephone number of any counsel that will appear at the Final Approval Hearing, and (6) the number of times the Settlement Class Member and his, her, or its attorney (if applicable) have filed an objection to a class action settlement in the previous five years and the identity of the case and the nature and outcome of each objection.

10. What am I giving up to get relief as a Settlement Class Member?

Unless you exclude yourself, you will remain in the Settlement Class. That means that if the Settlement is approved by the Court, you and all Settlement Class Members will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) all claims against SquareTrade and the other Released Parties (as defined above in the response to Question No. 6) in connection with your purchase of a SquareTrade Protection Plan on Amazon during the Class Period, except that you do not release the Released Parties from any claim or action to enforce the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself, it also means you will accept a refund payment equal to the amount you paid for the Covered Product and/or one or more Settlement Coupons as the sole recovery you will receive in connection with your purchase of a SquareTrade Protection Plan on Amazon during the Class Period. You will be considered to have agreed to the release of claims unless you exclude yourself from the Settlement by following the instructions in the answer to Question No. 11 below.

Also, if you previously filed a timely, valid request for exclusion (an "Opt-Out Form"), then you are not a member of the Settlement Class.

11. How do I get out of the Settlement?

If you do not want to be part of this Settlement, and you want to keep the right to sue or continue to sue SquareTrade on your own based on the legal claims raised in this Action, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. To exclude yourself from the Settlement, you must send a letter or email to Lead Class Counsel stating you want to be excluded as a Settlement Class Member in the lawsuit entitled *David M. Swinton v. SquareTrade, Inc.*, Case No. 4:18-cv-00144-SMR-SBJ, or you can submit an online Opt-Out Form at the website www.SSTSettlement.com. Be sure to include your name, address and telephone number. Opt-Out Forms submitted by email or via the settlement website must be submitted **on or before May 22, 2019**. Opt-Out Forms submitted by mail must be postmarked **no later than May 22, 2019**. The addresses for mailed or emailed requests for exclusion or Opt-Out Forms are:

Harley C. Erbe
ERBE LAW FIRM
2501 Grand Avenue
Des Moines, Iowa 50312
Email: erbelawfirm@aol.com

Steven P. Wandro
WANDRO & ASSOCIATES
2501 Grand Avenue
Des Moines, Iowa 50312
Email: swandro@2501grand.com

You cannot exclude yourself by telephone. If you properly exclude yourself, you will not receive a settlement payment in the form of a refund equal to the amount you paid for the Covered Product or a Settlement Coupon, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this Action.

12. If I do not exclude myself, can I sue SquareTrade for the same thing later?

No. Unless you exclude yourself, you give up any right to sue SquareTrade for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Settlement Class to continue your own lawsuit.

13. Do I have a lawyer in this case?

Yes. The Court appointed lawyers to represent you and the other Settlement Class Members. These lawyers are known as plaintiff’s counsel, and in this notice they are also called Lead Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

The contact information for Lead Class Counsel is:

Harley C. Erbe
ERBE LAW FIRM
2501 Grand Avenue
Des Moines, Iowa 50312
Telephone: (515) 281-1460
Facsimile: (515) 281-1474
Email: erbelawfirm@aol.com

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Des Moines, Iowa 50312

Telephone: (515) 281-1475
Facsimile: (515) 281-1474
Email: swandro@2501grand.com

14. How will the lawyers be paid?

Lead Class Counsel have spent time and money litigating this Action on a contingent fee basis. That means they have paid for the expenses of the litigation themselves with the expectation that if they are successful in obtaining relief for a class of persons, they will receive attorneys' fees and be reimbursed for their litigation expenses by SquareTrade. This is customary in this type of litigation. Lead Class Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses unless ordered by the Court. Therefore, Lead Class Counsel will file a motion asking the Court at the Final Approval Hearing to make an award of attorneys' fees and costs. They will ask for an amount no greater than \$25,000 payable by SquareTrade in addition to any benefits or compensation provided by SquareTrade under the terms of this settlement; plus up to 15% of the total of the purchase price of each Covered Product that is the basis for a refund check issued by SquareTrade pursuant to the Settlement. In addition, they will ask the Court to approve a payment by SquareTrade to the Named Plaintiff of \$2,500. The Court may award less than these amounts.

15. What is the difference between objecting and requesting exclusion?

Objecting is appearing in the case and asking the Court not to approve the Settlement because you do not believe it is fair. If the Court agrees with you, there will not be any Settlement and you and the other class members will not receive anything under the Settlement Agreement. You can object only if you stay in the Settlement Class.

Requesting exclusion or opting out is telling the Court you do not want to be part of the Settlement Class and Settlement Agreement. If you exclude yourself by submitting an Opt-Out Form, you cannot object to the Settlement because it no longer concerns you.

16. Additional Information.

You can get more information by contacting Lead Class Counsel:

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2501 Grand Avenue
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Facsimile: (515) 281-1474
Email: swandro@2501grand.com

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this notice, you may want to review the Settlement Agreement, which is posted at www.SSTSettlement.com. That website also contains an opt-out form for those who wish to exclude themselves from the settlement. The Settlement Agreement is also filed with the Court, and may

be inspected at the Court's online docket. The case is entitled *David M. Swinton v. SquareTrade, Inc.*, Case No. 4:18-cv-00144-SMR-SBJ, and is pending in the United States District Court for the Southern District of Iowa.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

**BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF IOWA**