

1 JOHN J. STOIA, JR. (141757)  
 2 RACHEL L. JENSEN (211456)  
 3 THOMAS R. MERRICK (177987)  
 4 PHONG L. TRAN (204961)  
 5 ROBBINS GELLER RUDMAN & DOWD  
 6 LLP  
 7 655 West Broadway, Suite 1900  
 8 San Diego, CA 92101  
 9 Telephone: 619/231-1058  
 10 619/231-7423 (fax)  
 11 johns@rgrdlaw.com  
 12 rachelj@rgrdlaw.com  
 13 tmerrick@rgrdlaw.com  
 14 ptran@rgrdlaw.com

SHIRLI FABBRI WEISS (079225)  
 CHRISTOPHER M. YOUNG (163319)  
 KATHERINE LARSON (259556)  
 DLA PIPER LLP (US)  
 401 B Street, Suite 1700  
 San Diego, CA 92101-4297  
 Telephone: 619/699-2700  
 619/699-2701 (fax)  
 shirli.weiss@dlapiper.com  
 christopher.young@dlapiper.com  
 katherine.larson@dlapiper.com

Attorneys for Defendants

Class Counsel

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

In re GROUPON MARKETING AND  
 SALES PRACTICES LITIGATION

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Case No. 3:11-md-02238-DMS-RBB

**NOTICE OF FILING OF AMENDED  
 STIPULATION OF CLASS ACTION  
 SETTLEMENT**

Judge: Hon. Dana M. Sabraw  
 Courtroom: 10

1 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE of the filing of the Amended Stipulation of Class Action  
3 Settlement (“Amended Settlement Agreement”) entered into between Plaintiffs and Defendants,  
4 attached hereto as Exhibit A.

5 The Amended Settlement Agreement differs from the Settlement Agreement previously  
6 submitted to the Court only in that it includes no *cy pres* distribution of settlement funds.  
7 Pursuant to the Amended Settlement Agreement, in the event that thirty (30) days after all  
8 Settlement Fund Claims have been processed by the Claims Administrator, and all Notice  
9 Expenses, Claims Administration Expenses, Incentive Awards and Expenses, and Plaintiffs’  
10 Attorneys’ Fees and Expenses are paid, funds remain in the Settlement Fund, the Settlement Fund  
11 shall be designated the “Second Settlement Fund” and the Claims Administrator shall issue the  
12 Second Settlement Fund Claims Notice to the Settlement Class. (Amended Settlement  
13 Agreement, §E.4.a.) Any and all amounts in the Second Settlement Fund will be used to provide  
14 refunds of the Customer Purchase Price for Groupon Vouchers purchased after December 1, 2011  
15 to Settlement Class Members who submit approved Second Settlement Fund Proofs of Claim  
16 following dissemination of the Second Settlement Fund Claims Notice, until all funds in the  
17 Second Settlement Fund are exhausted. (*Id.*, §E.4.b.)

18 Exhibits 3, 8, and 9 to the previously filed Stipulation of Class Action Settlement have  
19 been amended to reflect the amendments to the parties’ agreement described above, and are

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1 submitted herewith in their amended form. All other exhibits filed previously filed with the Court  
2 are hereby resubmitted without alteration as exhibits to the Amended Settlement Agreement.

3  
4 DATED: October 5, 2012

ROBBINS GELLER RUDMAN & DOWD LLP  
JOHN J. STOIA, JR.  
RACHEL L. JENSEN  
THOMAS R. MERRICK  
PHONG L. TRAN

5  
6  
7  
8 /s/ John J. Stoia, Jr.  
JOHN J. STOIA, JR.

9  
10 655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 619/231-1058  
619/231-7423 (fax)

11  
12 Class Counsel

13  
14 DATED: October 5, 2012

DLA PIPER LLP (US)  
SHIRLI FABBRI WEISS  
CHRISTOPHER M. YOUNG

15  
16  
17 /s/ Shirli Fabbri Weiss  
SHIRLI FABBRI WEISS

18 401 B Street, Suite 1700  
19 San Diego, CA 92101-4297  
Telephone 619/699-2700  
20 619.699.2701 (fax)

21 Attorneys for Defendants

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**CERTIFICATE OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is DLA Piper US LLP, 401 B Street, Suite 1700, San Diego, California 92101. On October 5, 2012, I served the following document(s):

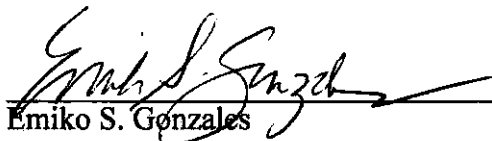
**NOTICE OF FILING OF AMENDED STIPULATION OF CLASS ACTION SETTLEMENT**

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, for delivery via overnight/express service carrier at San Diego, California addressed as set forth below.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Diego, California addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below on this date before the close of normal business hours.
- by transmitting via electronic mail a copy of the document(s) listed above in .pdf format, with no transmission errors reported, to the person(s) at the e-mail address(es) denoted on the Electronic Mail notice and noted on the attached Service List.
- I hereby certify that on the below date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail notice list, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Manual Notice list.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 5, 2012, at San Diego, California.

  
Emiko S. Gonzales

1 ROBBINS GELLER RUDMAN  
 & DOWD LLP  
 2 JOHN J. STOIA, JR. (141757)  
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 6 johns@rgrdlaw.com  
 rachelj@rgrdlaw.com  
 7 tmerrick@rgrdlaw.com  
 ptran@rgrdlaw.com

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 San Diego, CA 92101-4297  
 Telephone: 619/699-2700  
 619/699-2701 (fax)  
 shirli.weiss@dlapiper.com  
 christopher.young@dlapiper.com

Attorneys for Defendants

8 Interim Class Counsel

9  
 10 UNITED STATES DISTRICT COURT  
 11 SOUTHERN DISTRICT OF CALIFORNIA  
 12

13 In re GROUPON MARKETING AND SALES )  
 PRACTICES LITIGATION )

No. 3:11-md-02238-DMS-RBB

14 \_\_\_\_\_ )  
 AMENDED STIPULATION OF CLASS  
 ACTION SETTLEMENT

Judge: Hon. Dana M. Sabraw

1 Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil  
2 Procedure, this Stipulation of Class Action Settlement, including the attached Exhibits (“Settlement  
3 Agreement”), is entered into between (a) Plaintiffs Barrie Arliss, Nevin Booth, Julie Buckley,  
4 Ashley Christensen, Jason Cohen, Adam Dremak, William Eidenmuller, Anthony Ferreira, Sarah  
5 Gosling, Eli R. Johnson, Heather Kimel, Jeff Lawrie, Michael McPherson, Sarah Mehel, Eric  
6 Terrell, Carlos Vazquez, and Brian Zard on behalf of themselves and on behalf of each of the  
7 Settlement Class Members; and (b) Groupon, Inc. (“Groupon”) and the Merchant Partner  
8 Defendants, on behalf of themselves and on behalf of the Released Parties, including all Merchant  
9 Partners. Capitalized terms used herein are defined in Section A herein or indicated in parentheses  
10 elsewhere in the Settlement Agreement. Subject to Court approval and as provided herein, the  
11 Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the  
12 Settlement Agreement and upon the entry by the Court of a Final Judgment and Order Approving  
13 Settlement and the occurrence of the Effective Date, all Actions shall be settled and compromised  
14 upon the terms and conditions set forth herein.

15 This Settlement Agreement is intended by the Parties to fully and finally compromise,  
16 resolve, discharge, release and settle the Released Claims, as defined herein, and to dismiss these  
17 Actions with prejudice, subject to the terms and conditions set forth below and without any  
18 admission or concession as to the merits of any claim or defense by any of the Parties.

19 WHEREAS, beginning in 2008, Groupon has marketed and sold internet-based Groupon  
20 Vouchers which can be redeemed for goods and services at Merchant Partners;

21 WHEREAS, Plaintiffs filed a number of putative class actions in several federal and state  
22 courts against Groupon and the other Defendants asserting claims based on federal and state law  
23 arising out of Defendants’ marketing and sale of Groupon Vouchers, and alleging, inter alia, (a) that  
24 expiration dates stated on Groupon Vouchers violate the Electronic Funds Transfer Act, 15 U.S.C.  
25 §1693, *et seq.* (“EFTA”), and various state consumer statutes applying to gift certificates; (b) that  
26 Groupon imposes allegedly illegal and undisclosed restrictions such as “Not valid for cash back  
27 (unless required by law),” “Must use gift certificate in one visit,” and other restrictions; and (c) that  
28

1 Groupon's Terms of Use and website are in various ways misleading or deceptive or unenforceable.  
2 Plaintiffs seek damages, restitution, injunctive relief and other remedies in the Actions;

3 WHEREAS, sixteen (16) cases that were filed in or removed to federal courts around the  
4 country were transferred to the Southern District of California pursuant to the provisions of 28  
5 U.S.C. §1407 and, together with the first-filed case pending in this District, are coordinated in these  
6 multi-district litigation ("MDL") proceedings, styled as *In re: Groupon, Inc., Marketing and Sales*  
7 *Practices Litigation*, Case No. 3:11-md-2238 DMS-RBB (S.D. Cal.);

8 WHEREAS, in addition to the aforementioned Actions, a putative class action case was filed  
9 and is currently pending in Illinois state court, styled as *Dremak v. Groupon*, No. 11 CH 876 (Kane  
10 County Circuit Court);

11 WHEREAS, Plaintiffs are members of the proposed classes alleged in the complaints filed in  
12 the Actions and include the proposed Class Representatives of the Settlement Class;

13 WHEREAS, Defendants deny Plaintiffs' allegations and claims in the Actions, and have  
14 denied any wrongdoing or liability to Plaintiffs and have asserted that the Plaintiffs' claims are  
15 subject to an arbitration agreement and a waiver of the right to bring a class action;

16 WHEREAS, on June 24, 2011, the Court appointed John J. Stoia, Jr. and the firm of Robbins  
17 Geller Rudman & Dowd LLP as Interim Class Counsel for the Plaintiffs in those Actions pending in  
18 the MDL proceedings;

19 WHEREAS, Interim Class Counsel have conducted an examination and investigation of the  
20 facts and law relating to the matters set forth in the complaints;

21 WHEREAS, in reaching the Settlement Agreement, the Parties have engaged in extensive,  
22 arms-length settlement negotiations and have mediated under the supervision and with the  
23 participation of the Honorable Daniel Weinstein (Ret.) of JAMS;

24 WHEREAS, Plaintiffs believe that the claims asserted in the Actions have substantial merit;  
25 however, taking into account the extensive burdens and expense of litigation, including the risks and  
26 uncertainties associated with possible arbitration, protracted trials and appeals, as well as the fair,  
27 cost-effective and assured method of resolving the claims of the Settlement Class through settlement,  
28 Plaintiffs' Counsel have concluded that the Settlement Agreement provides substantial benefits to

1 the Settlement Class, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and the  
2 Settlement Class;

3 WHEREAS, Groupon and the Merchant Partner Defendants deny Plaintiffs' allegations in  
4 the Actions, and deny any wrongdoing of any kind; further, Groupon and the Merchant Partner  
5 Defendants assert that Plaintiffs' claims are all subject to mandatory arbitration and that Plaintiffs  
6 have waived any alleged right to bring a class action. Further, Defendants have taken into account  
7 the uncertainty, risk, and delay inherent in litigation and arbitration and have agreed to enter into the  
8 Settlement Agreement to avoid further litigation expense and inconvenience, and to remove the  
9 distraction of burdensome and protracted litigation;

10 WHEREAS, it is the intention and desire of Plaintiffs and Defendants to compromise,  
11 resolve, dismiss and release all allegations and claims for damages or other relief against Groupon  
12 and its Merchant Partners, including but not limited to the Merchant Partner Defendants, relating to  
13 Groupon Vouchers that are or could have been set forth in the complaints filed in the Actions and in  
14 any action filed, litigation pending or claim pursued by any Person or entity who is a member of the  
15 Settlement Class; and

16 WHEREAS, the Parties have agreed that an appropriate resolution of this controversy is  
17 accomplished through the benefits and releases set forth in the Agreement, and intend that the  
18 Settlement resolve all claims and disputes arising out of, or relating to, the Groupon Vouchers,  
19 including those between Plaintiffs, Settlement Class Members, and all Defendants as well as the  
20 Merchant Partners not named as Defendants in the Actions, on the terms set forth in the Settlement  
21 Agreement.

22 NOW, THEREFORE, the Agreement is entered into by and among the Parties, by and  
23 through their respective counsel and representatives, and the Parties agree that: (a) upon approval of  
24 the Court, the Actions shall be settled and compromised as between Plaintiffs and the Settlement  
25 Class, and all Defendants and the Released Parties; and (b) upon Court approval of the Agreement,  
26 the [Proposed] Final Judgment and [Proposed] Order Approving Settlement shall be entered  
27 dismissing the Actions with prejudice and releasing all Released Claims, as defined herein, against  
28 all Defendants and all Released Parties, all on the following terms and conditions:



1           **A.       DEFINITIONS**

2           As used in the Settlement Agreement and the Exhibits attached hereto, in addition to any  
3 definitions elsewhere in the Settlement Agreement, the following terms shall have the meanings set  
4 forth herein:

5           1.       ”Action” or “Actions” means: (a) the related or associated actions currently  
6 comprising these multi-district litigation (“MDL”) proceedings, styled as *In re: Groupon, Inc.,*  
7 *Marketing and Sales Practices Litigation*, No. 3:11-md-02238 DMS-RBB (S.D. Cal.), including  
8 those cases that were coordinated and consolidated before the Court by the Judicial Panel on  
9 Multidistrict Litigation (“JPML”), all of which are listed on Exhibit 1; and (b) any tag-along actions  
10 subsequently filed or transferred to this Court as part of the MDL proceedings; and (c) related state  
11 court putative class action cases - including the pending Illinois state court action, styled as *Dremak*  
12 *v. Groupon*, No. 11 CH 876 (Kane County Cir. Ct.).

13           2.       “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court  
14 to Class Counsel to compensate them and other Plaintiffs’ Counsel in the Actions for their fees and  
15 expenses in connection therewith, as described more particularly in Section I of this Settlement  
16 Agreement.

17           3.       “Claim” means a request for relief pursuant to Section E of this Settlement  
18 Agreement submitted by a Settlement Class Member in accordance with the terms of the Settlement  
19 Agreement.

20           4.       “Claims Administration Expenses” means the expenses incurred by the Claims  
21 Administrator in administering the Notice Program and processing and resolving all Claims by  
22 Settlement Class Members.

23           5.       “Claims Administrator” means Rust Consulting, Inc., or such other entity that the  
24 Court shall appoint or approve to administer the Notice Program, to respond to inquiries from  
25 Settlement Class Members, and to oversee the processing and payment or other resolution of Claims  
26 as set forth in the Settlement Agreement.

27           6.       “Claims Deadline” means the date by which Claims under this Settlement Agreement  
28 must be received to be considered timely. The Claims Deadline for Claims made against the

1 Settlement Fund shall be clearly set forth in the Class Notices, the form of which shall be approved  
2 in the Court Orders granting Preliminary and Final approval of the Settlement and shall be shown on  
3 the settlement website.

4 7. “Class Counsel” means the Counsel appointed by the Court pursuant to Fed. R. Civ.  
5 P. 23(g) pursuant to the Preliminary Approval Order and Section C.1.d.

6 8. “Class Notices” means the Class Settlement Notice, Settlement Fund Claims Notice,  
7 and Second Settlement Fund Claims Notice, collectively.

8 9. “Class Settlement Notice” means the form of notice to be disseminated to Settlement  
9 Class Members informing them about the terms of the Settlement and their rights to participate in the  
10 Settlement, to Opt Out, or to Object to same and to appear at the Final Approval Hearing. Copies of  
11 the proposed Class Settlement Notices are attached respectively in the form of Exhibits 2 and 3.

12 10. “Class Settlement Notice Date” means the date upon which the Settlement Notice is  
13 disseminated to the Settlement Class.

14 11. “Class Representatives” means the named Plaintiffs who have diligently participated  
15 in the proceedings to date and are listed on Exhibit 1.

16 12. “Court” means the United States District Court for the Southern District of California,  
17 the Honorable Dana M. Sabraw presiding.

18 13. “Customer Purchase Price” means the amount that a Person paid for a Groupon  
19 Voucher.

20 14. “Defendants” means the Persons named as defendants in the Actions, all of which are  
21 listed on Exhibit 1.

22 15. “Defendants’ Counsel” means the law firm of DLA Piper US LLP.

23 16. “Effective Date” of the Settlement shall be the date on which all the following  
24 conditions of Settlement shall have occurred:

25 a) Groupon has deposited the Settlement Amount into the Escrow Account in  
26 accordance with Section D.2;

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1           b)       the Court has granted final approval of the Settlement, following Class  
2 Settlement Notice and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil  
3 Procedure;

4           c)       the Court has entered Final Judgment in a form that is the same in all material  
5 respects as that set forth in Section J of this Agreement; and

6           d)       the Final Judgment has become Non-Appealable.

7       17.    “Escrow Account” means the interest bearing account to be established by the Parties  
8 consistent with the terms and conditions described in Section D.2 of this Agreement. The Escrow  
9 Account shall be held in an interest-bearing account at Torrey Pines Bank, 750 B Street, Suite 100,  
10 San Diego, California, 92101. All interest earned on the Settlement Fund and the Second Settlement  
11 Fund, deposited in the Escrow Account shall be used to pay Claims and refunds for the benefit of the  
12 Settlement Class except as provided herein.

13       18.    “Face Value” means the value stated on the Groupon Voucher that is equal to the  
14 Customer Purchase Price plus the Promotional Value.

15       19.    “Final Approval Hearing” means the hearing to be conducted by the Court in  
16 connection with its determination of the fairness, adequacy and reasonableness of the Settlement in  
17 accordance with applicable jurisprudence.

18       20.    “Final Judgment and Order Approving Settlement” means the Final Judgment and  
19 Order Approving Settlement to be entered by the Court, substantially conforming to Section J of this  
20 Agreement, approving the Settlement without material alteration, as fair, adequate and reasonable,  
21 confirming the certification of the Settlement Class for purposes of the Settlement only, and issuing  
22 such other findings and determinations as the Court and/or the Parties deem necessary and  
23 appropriate to implement the Settlement.

24       21.    “Groupon” means Groupon, Inc. and all of its United States subsidiaries,  
25 predecessors, successors, parents, affiliates and assigns.

26       22.    “Groupon Voucher” means all internet-based vouchers marketed or sold by Groupon  
27 including but not limited to vouchers accessed through mobile devices, for redemption for goods and  
28 services that are offered by Merchant Partners.

1           23.    “Groupon Now! Voucher” means any Groupon Voucher so named on its face, created  
2 by Groupon and marketed beginning in 2011 and as to which the Customer Purchase Price, if paid,  
3 will be refunded in the original form of purchase without further action by the purchaser if the  
4 Groupon Now! Voucher is not printed or viewed on a mobile device and which, if printed or viewed  
5 but not redeemed, will be refunded to the purchaser in the original form of payment upon request to  
6 Groupon.

7           24.    “Incentive Award” means the payment approved by the Court and paid from the  
8 Settlement Fund to compensate the Class Representatives for efforts undertaken by them on behalf  
9 of the Settlement Class Members.

10          25.    “Interim Class Counsel” means the law firm of Robbins Geller Rudman & Dowd  
11 LLP.

12          26.    “Mediator” means the Honorable Daniel Weinstein (Ret.) of JAMS.

13          27.    “Merchant Partners” means all merchants, including retailers with whom Groupon  
14 has agreed to make promotional offers for goods and services through Groupon Vouchers and  
15 includes the Merchant Partner Defendants.

16          28.    “Merchant Partner Defendants” means the Persons named as Defendants in any of the  
17 Actions, except for Groupon.

18          29.    “Non-Appealable” with respect to any Court order, including but not limited to the  
19 Final Judgment, means the latest to occur of the following: (a) the date as of which the time to seek  
20 review, alteration or appeal of the Court’s order has expired without any review, alteration,  
21 amendment or appeal having been sought or taken, i.e., thirty (30) days after entry of the order; or  
22 (b) if an appeal, petition, motion or other application for review, alteration or amendment is filed,  
23 sought or taken, the date as of which such appeal, petition, motion or other application shall have  
24 been finally determined in such a manner as to affirm the Court’s original order in its entirety and  
25 the time, if any, for seeking further review has expired. Notwithstanding the foregoing, any  
26 proceeding or order, or any appeal or petition for a writ of certiorari or other form of review  
27 pertaining solely to any application for Attorneys’ Fees and Expenses or Incentive Awards shall not  
28 in any way delay or preclude the Final Judgment from becoming Non-Appealable under this

1 Settlement Agreement. Further, the Parties may agree in writing to implement the Settlement even  
2 in the event of any type of appeal, petition, motion or other application for review or modification of  
3 the Final Judgment and Order Approving Settlement by any Person or in the event of a modification  
4 to the Final Judgment and Order Approving Settlement by any appellate court.

5 30. “Notice Expenses” means the reasonable costs and expenses incurred in connection  
6 with disseminating the Class Settlement Notice, Settlement Fund Claims Notice and Second  
7 Settlement Fund Claims Notice and all other aspects of administering the Notice Program.

8 31. “Notice Program” means the plan approved by the Court for disseminating the Class  
9 Settlement Notice, the Settlement Fund Claims Notice and the Second Settlement Fund Claims  
10 Notice to Settlement Class Members and paid for from the Settlement Fund.

11 32. “Opt Out and Objection Date” means the date, to be set by the Court, by which a  
12 Request for Exclusion must be filed with the Claims Administrator in order for a Settlement Class  
13 Member to be excluded from the Settlement Class, and the date by which Settlement Class Members  
14 must submit objections to the Claims Administrator and the Parties, if any, to the Settlement in  
15 accordance with Section F of this Agreement.

16 33. “Party or Parties” means the parties to this Settlement Agreement, including  
17 Plaintiffs, Groupon, and all Merchant Partner Defendants in the Actions.

18 34. “Person” means any adult individual, any corporation, trust, partnership, limited  
19 liability company or other legal entity, and their respective successors or assigns.

20 35. “Plaintiffs” means the Class Representatives and all other named Plaintiffs in the  
21 Actions listed on Exhibit 1.

22 36. “Plaintiffs’ Counsel” means all attorneys representing Plaintiffs in the Actions.

23 37. “Preliminary Approval Order” means the Order to be entered by the Court,  
24 conforming to Section C.1 of this Agreement, conditionally certifying the Settlement Class;  
25 preliminarily approving the Settlement; setting the date of the Final Approval Hearing; appointing  
26 Interim Class Counsel as Class Counsel for the Settlement Class; approving the Notice Program, and  
27 the form of Class Notices; and setting dates for the Claims Deadline, Opt Out and Objection Date,  
28 and Notice Dates.

1           38.    “Promotional Value” is the monetary amount stated on a Groupon Voucher in excess  
2 of the Customer Purchase Price.

3           39.    “Released Claim” is defined in Section H.1.a of this Agreement.

4           40.    “Released Party” is defined in Section H.1.b of this Agreement.

5           41.    “Releasing Party” is defined in Section H.1.c of this Agreement.

6           42.    “Request For Exclusion” means the written communication that must be filed with  
7 the Claims Administrator and received or postmarked on or before the Opt Out and Objection Date  
8 by a Settlement Class Member who wishes to be excluded from the Settlement Class.

9           43.    “Second Settlement Fund” means the settlement fund so designated by the Claims  
10 Administrator pursuant to Section E.4.a.

11          44.    “Second Settlement Fund Claims” means Claims for payment from the Second  
12 Settlement Fund for refunds of the Customer Purchase Price of Groupon Vouchers purchased after  
13 December 1, 2011.

14          45.    “Second Settlement Fund Claims Notice” means the notice disseminated to Class  
15 members containing information for the submission of Second Settlement Fund Proofs of Claim. A  
16 copy of the proposed Second Settlement Fund Claims Notice is attached as Exhibit 8.

17          46.    “Second Settlement Fund Claims Notice Date” means the date on which the Notice is  
18 disseminated to the Settlement Class Members, advising them of their right to submit their Second  
19 Settlement Fund Claim based on the purchase of any Groupon Vouchers after December 1, 2011,  
20 that meet the criteria of Section E.4.b.

21          47.    “Second Settlement Fund Proof of Claim” is the form submitted by a Settlement  
22 Class Member who wishes to make a Claim on the Second Settlement Fund, as is described in  
23 Section E.4.c of this Settlement Agreement. A copy of the proposed Second Settlement Fund Proof  
24 of Claim form is attached as Exhibit 9.

25          48.    “Settlement Agreement” means this Stipulation of Class Action Settlement (including  
26 all Exhibits attached hereto).

27          49.    “Settlement” means the terms and conditions of the Settlement Agreement.  
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1           50.    “Settlement Class and Settlement Class Member(s)” mean(s) all Persons who  
2 purchased or received one or more Groupon Vouchers for redemption at a Merchant Partner in the  
3 United States, from November 2008 until December 1, 2011. Excluded from the Settlement Class  
4 are Defendants, Merchant Partners, their parent companies, subsidiaries, affiliates, officers and  
5 directors, any entity in which Defendants have a controlling interest, Groupon employees, and all  
6 judges assigned to hear any aspect of this litigation, as well as immediate family members of any of  
7 the preceding referenced individuals.

8           51.    “Settlement Amount” means Eight Million Five Hundred Thousand Dollars  
9 (\$8,500,000).

10          52.    “Settlement Consideration” means the total consideration exchanged by and between  
11 Groupon and the Settlement Class, as set forth in the Settlement Agreement.

12          53.    “Settlement Fund Claim” means a Claim submitted by a Class Member for a  
13 Settlement Voucher or refund or other payment pursuant to the terms of Section E of this Settlement  
14 Agreement.

15          54.    “Settlement Fund Claims Notice” means the notice disseminated to Class Members  
16 containing information for the submission of Claims for Settlement Vouchers and refunds of  
17 Customer Purchase Price from the Settlement Fund which meet the criteria of the Settlement Fund  
18 Proof of Claim as set forth in Section E.1.a of the Settlement Agreement. A copy of the proposed  
19 Settlement Fund Claims Notice is attached in the form of Exhibit 4.

20          55.    “Settlement Fund Claims Notice Date” means the date on which the Settlement Funds  
21 Claims Notice is disseminated to the Settlement Class Members, advising them of the deadline to  
22 submit Settlement Fund Claims.

23          56.    “Settlement Fund Proof of Claim” is the form submitted by a Settlement Class  
24 Member who wishes to make a Claim on the Settlement Fund, as is described in Section E.1.b of this  
25 Settlement Agreement. A copy of the proposed Settlement Fund Proof of Claim is attached in the  
26 form of Exhibit 5.

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1           57.    “Settlement Fund Refund Claim Form” means a Claim submitted by a Class Member  
2 for a cash refund when a Settlement Voucher is not honored as set forth in Section E.3.a. A copy of  
3 the proposed Settlement Fund Refund Claim Form is attached in the form of Exhibit 7.

4           58.    “Settlement Voucher” means the document in the form and content reflected in  
5 Exhibit 6, that Settlement Class Members will receive for relief under Section E.1.f of this  
6 Settlement Agreement after submitting an approved Settlement Fund Claim, and that entitles the  
7 Person presenting such Settlement Voucher to the Merchant Partner to redeem, for a period of 130  
8 days from its issue date, goods and/or services in the amount of the Customer Purchase Price of the  
9 Groupon Voucher that is the basis of the Class Member’s Claim on the Settlement Fund, at the  
10 Merchant Partner identified on the Groupon Voucher.

11           59.    “Unknown Claims” shall have the meaning ascribed to that term in California Civil  
12 Code Section 1542.

13           **B.    SETTLEMENT AGREEMENT FOR SETTLEMENT PURPOSES**  
14           **ONLY**

15           1.    This Settlement Agreement exists and is entered for settlement purposes only, and  
16 neither the fact of, nor any provision contained in, this Settlement Agreement or its Exhibits, nor  
17 any action taken hereunder shall constitute, be construed as, or be admissible in evidence as an  
18 admission of: (a) the validity of any claim or allegation by Plaintiffs, or of any defense asserted by  
19 Defendants, in any Action, or any other action or proceeding; (b) any wrongdoing, fault, violation of  
20 law, or liability of any kind on the part of any Party, Defendant, Released Party, Settlement Class  
21 Member, or their respective counsel and their agents; (c) the certifiability of these Actions outside of  
22 settlement; or (d) any issue regarding arbitrability of the Actions including any claim of or defense to  
23 waiver of any putative Class Member’s right, if any, to bring a class action. Each of the Parties  
24 represents and warrants that he/she/it will not take any contrary position.

25           2.    The Settlement Agreement is without prejudice to the rights of each Releasing Party  
26 and each Released Party to: (a) seek or oppose class certification in the Actions should the  
27 Settlement Agreement not be finally approved or implemented for any reason, which shall be  
28 without reference to certification of the Settlement Class for Settlement purposes; (b) seek or oppose



1 class certification in any other action; or (c) use the certification of the Settlement Class to seek or  
2 oppose certification of any other proposed or existing class asserting any of the claims asserted in  
3 any future action. The Class Representatives agree that they shall not make reference to certification  
4 of the Settlement Class in any subsequent litigation against any Defendants.

5 **C. REQUIRED EVENTS AND COOPERATION BY THE PARTIES**

6 1. Preliminary Approval

7 As soon as reasonably practicable after execution of the Settlement Agreement, the Parties  
8 shall submit the Settlement Agreement, including all Exhibits, to the Court for its Preliminary  
9 Approval and shall jointly move the Court for entry of an order, which by its terms shall:

10 (a) Determine preliminarily that this Settlement Agreement and the Settlement set  
11 forth herein fall within the range of reasonableness meriting possible final approval and  
12 dissemination of Class Settlement Notice to the Settlement Class;

13 (b) Determine preliminarily that the Class Representatives are members of the  
14 Settlement Class and that, for purposes of the Settlement, they satisfy the requirements of Rule 23  
15 and that they adequately represent the interests of the Settlement Class Members, and appoint them  
16 as the representatives of the Settlement Class;

17 (c) Conditionally certify the Settlement Class for purposes of the Settlement  
18 Agreement under Rule 23(b)(3) for settlement purposes only;

19 (d) Appoint Interim Class Counsel as Class Counsel pursuant to Rule 23(g);

20 (e) Schedule the Final Approval Hearing to: (i) determine finally whether the  
21 Settlement Class satisfies the applicable requirements of Rule 23 and should be finally certified for  
22 settlement purposes only; (ii) review objections, if any, regarding the Settlement Agreement;  
23 (iii) consider the fairness, reasonableness and adequacy of the Settlement; (iv) consider Class  
24 Counsel's application for an award of Attorneys' Fees and Expenses; (v) determine the validity of  
25 Requests for Exclusion and exclude from the Settlement Class those Persons who validly and timely  
26 opt out; and (vi) consider whether the Court shall issue the Final Judgment and Order Approving  
27 Settlement approving the Settlement and dismissing the Actions with prejudice;

- 1 (f) Set a briefing schedule for the Final Approval Hearing;
- 2 (g) Approve the proposed Class Notices and Notice Program;
- 3 (h) Approve the designation of Rust Consulting, Inc. as the Claims Administrator;
- 4 (i) Direct the Claims Administrator to cause the Class Notices to be disseminated
- 5 in the manner set forth in the Notice Program on or before the Notice Dates;
- 6 (j) Determine that the Class Notices and the Notice Program: (i) meet the
- 7 requirements of Rule 23(c)(3) and due process; (ii) are the best practicable notice under the
- 8 circumstances; (iii) are reasonably calculated, under the circumstances, to apprise Settlement Class
- 9 Members of the pendency of the Action, their right to object to the proposed Settlement, opt out of
- 10 the Settlement Class, or participate within the timeframe provided herein; and (iv) are reasonable and
- 11 constitute due, adequate and sufficient notice to all those entitled to receive notice;
- 12 (k) Require each Settlement Class Member who wishes to opt out of the
- 13 Settlement Class to submit a timely written Request for Exclusion, on or before the Opt Out and
- 14 Objection Date, to the Claims Administrator, to Class Counsel, and to Defendants' Counsel, as
- 15 specified in Section F.5 of this Settlement Agreement;
- 16 (l) Rule that any Settlement Class Member who does not submit a timely written
- 17 Request for Exclusion will be bound by all proceedings, orders and judgments in the Action;
- 18 (m) Require any Settlement Class Member who wishes to object to the fairness,
- 19 reasonableness or adequacy of the Settlement Agreement, to the award of Attorneys' Fees and
- 20 Expenses, or to the Incentive Awards, to submit to the Claims Administrator and deliver to Class
- 21 Counsel and Defendants' Counsel, by the Opt Out and Objection Date, a statement of his or her
- 22 objection, as well as the specific reason for each objection, including any legal support the
- 23 Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement
- 24 Class Member wishes to introduce in support of his or her objection, and to state whether the
- 25 Settlement Class Member and/or his or her counsel wishes to make an appearance at the Final
- 26 Approval Hearing, or be forever barred from separately objecting; and

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(n) Establish the following:

(i) The date and time of the Final Approval Hearing.

(ii) The Notice Dates: The Parties propose that the Class Settlement Notice Date be fifty (55) days before the Final Approval Hearing, and the Settlement Fund Claims Notice Date be no more than fourteen (14) days after the Effective Date, and that the Second Settlement Fund Claims Notice Date be no more than fourteen (14) days after the Claims Administrator has paid all approved Settlement Fund Proofs of Claim.

(iii) The Opt Out and Objection Date: The Parties propose that the Opt Out and Objection Date be the date that is fourteen (14) days prior to the Final Approval Hearing.

(iv) Claims Deadline: The Parties propose that the Claims Deadline for submission of Claims for Settlement Vouchers, and refunds or other payments from the Settlement Fund be sixty (60) days after the date that the Settlement Fund Notice Date is disseminated to the Settlement Class. Claims for refunds paid from the Second Settlement Fund will be accepted until the Second Settlement Fund Claims Notice is depleted.

2. Cooperation

The Parties represent and acknowledge that each intends to implement the Settlement. The Parties shall, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use their best efforts to implement all terms and conditions of the Settlement Agreement.

3. Certification of Settlement Class

The Parties stipulate to the certification of the Settlement Class for purposes of the Settlement Agreement and settlement purposes only.

1           **D.       SETTLEMENT CONSIDERATION**

2           1.       Injunctive Relief Applicable to Purchase Value of Certain Groupon  
3           Vouchers Issued Within Three (3) Years After the Effective Date; Permitted  
4           Expiration of Promotional Value; Arbitration of Certain Disputes; Conditions for  
5           Seeking Amendment to Injunctive Relief

6                       (a)       No Expiration Date on Customer Purchase Price for Certain Groupon  
7           Vouchers Issued Within 3 Years After Effective Date; Permitted Expiration of Promotional  
8           Value

9                       Plaintiffs agree on behalf of the Settlement Class that Groupon shall be permitted to sell  
10           Groupon Vouchers with expiration dates applying to their Promotional Values without challenge  
11           from the Settlement Class. However, for a period of three (3) years following the Effective Date,  
12           Groupon shall not offer to sell more than 10% of the number annually of its Daily Deals with an  
13           expiration date of less than thirty (30) calendar days from the Groupon Voucher's date of  
14           issuance, applying to the Groupon Vouchers' Promotional Value, or any expiration date applying  
15           to the Customer Purchase Price, except for: (i) Groupon Now! Vouchers, (ii) Groupon Vouchers  
16           sold for travel related offers; (iii) Groupon Vouchers sold for admission to ticketed events; or  
17           (iv) Groupon Vouchers that offer goods, services or events which are inherently limited by time  
18           or availability.

19                       (b)       Mandatory Arbitration of Disputes Involving Promotional Value of Groupon  
20           Vouchers

21                       In the event that following the Effective Date of settlement, a dispute arises between any  
22           Class Member and Groupon concerning the Promotional Value of a Groupon Voucher purchased  
23           by the Class Member after the Effective Date, which is not resolved by contacting Groupon, such  
24           Class Member shall be required to submit such dispute exclusively to final and binding  
25           arbitration before the Honorable Daniel Weinstein at JAMS or another arbitrator designated by  
26           JAMS in the event that Judge Weinstein is unavailable. Groupon will pay the cost of such  
27           arbitration; however, if the arbitrator determines that the arbitration has been brought in bad  
28           faith, the arbitrator may divide the cost of the arbitration or require the class member to pay the  
                      cost of the arbitration. This provision supersedes any other applicable arbitration provision that

1 exists between Class Members and Groupon solely pertaining to arbitration of individual  
2 disputes regarding Promotional Value of Groupon Vouchers.

3 (c) Required Disclosures to Consumers

4 (i) On and after the Effective Date, where there is a difference between  
5 the date of expiration of the Promotional Value and the date of expiration of the Customer Purchase  
6 Price, Groupon Vouchers shall contain clear and conspicuous disclosures explaining the difference  
7 between such expiration dates. Where applicable under Section D.1.a above, the Groupon Voucher  
8 shall clearly and conspicuously state that the Customer Purchase Price does not expire unless the  
9 Groupon Voucher is redeemed or refunded. All Groupon Vouchers shall clearly state the date of the  
10 expiration of the Promotional Value which shall constitute the date after which the purchaser shall  
11 not be entitled to redeem the portion of the Groupon Voucher that is the Promotional Value.

12 (ii) Terms and conditions of the Groupon Voucher expiration periods shall  
13 be shown on the “Daily Deal” promotion displayed to the consumer prior to purchase. In addition,  
14 such terms and conditions will be easily available for display to the purchaser prior to purchase to  
15 consumers on mobile devices and applications that are used to download Groupon Vouchers. With  
16 respect to offers made on Groupon Now! Vouchers, the Customer Purchase Price of such Vouchers  
17 that are paid for but where such Voucher is not printed or viewed shall be cancelled and a refund of  
18 the Customer Purchase Price shall be applied in the form of the original purchase (e.g., if the  
19 purchase was made by credit card, the refund shall be made to the credit card). If the Groupon Now!  
20 Voucher is paid for and printed or viewed on a mobile device but is not redeemed, the purchaser  
21 shall receive a refund of the Customer Purchase Price in the original form of payment to Groupon  
22 upon request.

23 (d) Transferability

24 Groupon Vouchers shall be transferrable, except for Groupon Vouchers that, by their nature  
25 must be associated with, a specific, named individual, promise a good or service customized for, or  
26 addressed to a specific individual, and any voucher which by law may not be transferred.

1 (e) Application to Amend Injunctive Relief

2 Following the Effective Date, Groupon shall retain the right to apply to the Court, or if the  
3 Court is not available, any court having jurisdiction over the matter, seeking to amend the injunctive  
4 relief agreed to in the Settlement in the event that the law applicable to Groupon Vouchers materially  
5 changes. Prior to filing any application for relief under this paragraph, Groupon shall meet and  
6 confer with Class Counsel concerning same, and if the Parties are unable to agree, then they shall  
7 attempt to mediate their dispute before the Mediator. If they are unable to resolve their dispute  
8 before the Mediator, then the Parties reserve all their rights to file an application for amendment to  
9 this Settlement Agreement and to oppose same.

10 If Groupon seeks to amend the injunctive relief agreed to in this Settlement Agreement in the  
11 event that the law applicable to Groupon Vouchers materially changes or modifies Groupon voucher  
12 disclosures such that they are materially inconsistent with the disclosures required herein, then  
13 Plaintiffs shall also have the right to seek amendment of the injunctive relief in this Settlement  
14 Agreement and the Parties shall proceed to attempt to resolve the dispute pursuant to the meet and  
15 confer and mediation protocols set forth herein. If the Parties are unable to resolve their dispute as  
16 described in this subparagraph (e), then the Parties reserve all their rights to file an application for  
17 amendment to this Settlement Agreement with the Court and to oppose same.

18 2. Monetary Relief to Settlement Class Members; Creation and Funding of Settlement  
19 Fund

20 No later than twenty (20) calendar days after Preliminary Approval is granted, Groupon shall  
21 deposit the sum of Eight Million and Five Hundred Thousand Dollars (\$8,500,000) into the Escrow  
22 Account to fund the Settlement Fund. The Settlement Fund shall be used for the payment of  
23 Attorneys' Fees and Expenses, Claims Administration Expenses, any Incentive Awards and  
24 Expenses. The remaining amounts after deducting those payments shall be used to pay refunds  
25 resulting from Claims of Settlement Class Members meeting the criteria of this Settlement based on  
26 purchases of certain Groupon Vouchers ("Settlement Fund Claims") as described in this Settlement  
27 Agreement, and if funds remain after such payments, the Settlement Fund shall be designated the  
28 Second Settlement Fund and will then be used to pay Claims submitted to the Claims Administrator

1 for refunds of the Customer Purchase Price based on purchases of Groupons after December 1, 2011.  
2 (“Second Settlement Fund Claims”) that meet the criteria for such Claims set forth in this Settlement  
3 Agreement and to reimburse Groupon for paying Claims that meet the criteria of the Second  
4 Settlement Claims as provided herein.

5 **E. CLAIMS SUBMISSION PROCESS, DEADLINES AND**  
6 **ADMINISTRATION**

7 1. Submission of Claims for Payment from Settlement Fund; Criteria for Issuance of  
8 Settlement Vouchers and Refunds

9 (a) Eligibility

10 Each Settlement Class Member who wishes to participate in the Settlement Fund and who  
11 purchased or received Groupon Voucher(s) before the December 1, 2011, which meet the following  
12 criteria: (i) the Groupon Vouchers were never redeemed or refunded; and (ii) they were issued after  
13 August 22, 2010 or were issued before August 22, 2010 to residents of, or for redemption at  
14 Merchant Partners locations in those states identified on Exhibit 11, must return, within sixty (60)  
15 days of the Settlement Fund Claims Notice, either via electronic submission or postmarked by the  
16 Claims Deadline, a Settlement Fund Proof of Claim, substantially in the form of Exhibit 5, supported  
17 by such statements or documents as are designated in the Settlement Fund Proof of Claim.

18 (b) Content of Settlement Fund Proof of Claim

19 Each Settlement Fund Proof of Claim submitted under this paragraph must contain or attach  
20 the following information: (i) the Class Member’s name; (ii) the Class Member’s e-mail address;  
21 (iii) the Voucher number; (iv) the expiration date shown on the Groupon Voucher that is the basis of  
22 the Claim; (v) the identity of the Merchant and its location referenced on the Groupon Voucher; (vi)  
23 proof of, and date of, purchase consisting of either a copy of the Groupon Voucher or a copy of the  
24 credit card billing for the purchase; (vii) the Customer Purchase Price paid for the Groupon Voucher  
25 and Promotional Value; (viii) a statement that no part of the Groupon Voucher has been redeemed or  
26 refunded; and (ix) an indication of whether the Class Member wishes to receive the Settlement  
27 Voucher electronically or via U.S. Mail. The Settlement Fund Proof of Claim under this section  
28 must be sworn to under oath or made subject to the penalties of perjury pursuant to 28 U.S.C. §1746.

1 (c) Submission of More than One Claim in Settlement Fund Proof of Claim

2 Settlement Class Members may, but are not required to, submit a single Proof of Claim form  
3 for more than one Settlement Fund Claim but all required information as to the Claim must be  
4 provided in the Settlement Fund Proof of Claim, which must be submitted prior to the deadline for  
5 submission of Settlement Fund Proofs of Claim.

6 (d) Manner of Submission of Settlement Fund Proof of Claim; Confidentiality

7 All Settlement Fund Proofs of Claim for Settlement Vouchers must be electronically  
8 submitted to the Claims Administrator or postmarked by the Settlement Fund Claims Deadline.  
9 Those Settlement Class Members submitting Settlement Fund Proofs of Claim for Settlement  
10 Vouchers may submit such Claims to the Claims Administrator, at their election, online or as an  
11 attachment to an e-mail, or by mail or facsimile. Groupon and the Claims Administrator agree and  
12 the Settlement Fund Claim Notice shall contain, a statement indicating that, information provided by  
13 Settlement Class Members shall be kept confidential, shall be used only for purposes of  
14 administering the Settlement, and shall not be used for marketing or any other commercial purposes.

15 (e) Deadline for Settlement Fund Claim Submissions

16 All Settlement Fund Proofs of Claim for Settlement Vouchers must be either electronically  
17 submitted to the Claims Administrator by or postmarked by, no later than 60 (sixty) days after the  
18 date the Settlement Fund Claims Notice is disseminated. The Settlement Fund Claims Deadline shall  
19 be clearly set forth in the Settlement Fund Claims Notice and the settlement website, and the website  
20 of Class Counsel.

21 (f). Issuance of Settlement Vouchers

22 Settlement Class Members whose Claims meet the criteria of Section E.1.a under this  
23 Settlement shall receive a Settlement Voucher, substantially in the form of Exhibit 6, from the  
24 Claims Administrator, valid for a period of 130 days from its issue date, to redeem the expired  
25 Groupon Voucher(s) that are the basis of the Claim, for goods and services at the Merchant Partner  
26 identified therein for the amount of the Customer Purchase Price, regardless of the expiration date  
27 stated on the Groupon Voucher on which the Claim is based; *provided however*, that if at the time of  
28 submission of the Settlement Fund Proof of Claim the Merchant is out of business, then the



1 Settlement Class Member shall so state on the Settlement Fund Proof of Claim and the Settlement  
2 Class Member shall receive a refund of the Customer Purchase Price from the Claims Administrator.

3       2.       Cooperation by Merchant Partners

4           Within seven (7) days of the Effective Date, Groupon will notify all past and current  
5 Merchant Partners through means and content reflected in Exhibit 10 that they may be presented  
6 with Settlement Vouchers and requesting that they redeem all Settlement Vouchers presented by  
7 Settlement Class Members presented within 130 days of the Settlement Voucher's Issue Date.

8       3.       Cash Refunds Where Settlement Voucher Not Honored; Pro Rata Payment

9           (a) Refund Requests

10           In the event that a Merchant Partner has gone out of business after the date the Settlement  
11 Fund Proof of Claim is submitted and is thereby not available to permit redemption of goods or  
12 services by honoring a Settlement Voucher , the Class Member shall submit, either electronically or  
13 by mail, e-mail or facsimile, a Settlement Fund Refund Claim Form in the form of Exhibit 7 so  
14 stating to the Claims Administrator and upon its approval shall receive by U.S. mail, a check in the  
15 amount of the Customer Purchase Price of the Groupon Voucher that is the basis of the Claim  
16 payable to the Class Member. If the Merchant is not out of business but is unable or unwilling for  
17 any reason to redeem a Settlement Voucher, then the Settlement Class member will be entitled to  
18 receive by U.S. Mail, a check in the amount of the Customer Purchase Price plus 20% of the  
19 Promotional Value of the Groupon Voucher which was the basis of the Claim payable to the Class  
20 Member. In such case, the Class Member shall submit, either electronically or by mail e-mail or  
21 facsimile, a Settlement Fund Refund Claim Form in the form of Exhibit 7 to the Claims  
22 Administrator within 185 days of issuance of the Settlement Voucher. All such payments shall be  
23 made from the Settlement Fund.

24           (b) Pro Rata Payments

25           In the event that Settlement Class Members file valid Settlement Fund Claims seeking relief  
26 in an amount exceeding the funds available in the Settlement Fund, the Face Value of all Settlement  
27 Vouchers issued to Settlement Class Members shall be reduced pro rata and no Second Settlement  
28 Fund shall be designated.

1           4.       Submission of Post-Effective Date Based Claims (Second Settlement Fund  
2       Claims)

3                   (a)       Creation of Post-Effective Date Settlement Fund (Second Settlement  
4       Fund)

5           Thirty (30) days after all Settlement Fund Claims have been processed by the Claims  
6       Administrator as provided above, and all Notice Expenses, Claims Administration Expenses,  
7       Incentive Awards and Expenses, and Plaintiffs' Attorneys' Fees and Expenses are paid as provided  
8       herein, in the event that there remains funds in the Settlement Fund, the Settlement Fund shall be  
9       designated the "Second Settlement Fund" and the Claims Administrator shall issue the Second  
10       Settlement Fund Claims Notice to the Settlement Class substantially in the form of Exhibit 8.

11                   (b)       Use of Second Settlement Fund; Claims Eligibility

12           The amounts in the Second Settlement Fund, if any, will be used to provide refunds of  
13       Customer Purchase Price to Settlement Class Members, who submit Second Settlement Fund Proofs  
14       of Claim following dissemination of the Second Settlement Fund Claims Notice, that are approved  
15       by the Claims Administrator, until all funds in the Second Settlement Fund are paid.

16                   (c)       Content of Second Settlement Fund Proof of Claim

17           Class Members who wish to request a refund of the Customer Purchase Price that was paid  
18       by the Class Member for a Groupon Voucher after December 1, 2011 must submit a Second  
19       Settlement Fund Proof of Claim in the form of Exhibit 9 to the Claims Administrator stating: (i) the  
20       Class Member's name; (ii) the Class Member's e-mail address and mailing address; (iii) the identity  
21       of the Merchant and its location referenced on the Groupon Voucher; (iv) proof of, and date of,  
22       purchase consisting of either a copy of the Groupon Voucher or a copy of the credit card billing for  
23       the purchase; and (v) the reason for the request for a refund.

24                   (d)       Payment of Second Settlement Fund Proofs of Claim

25           Second Settlement Fund Proofs of Claim for refunds based on purchases after December 1,  
26       2011 may be paid for any legitimate reason as determined by the Claims Administrator subject to  
27       Section E.4.b. As an alternative to submitting Second Settlement Fund Proofs of Claim to the  
28       Claims Administrator, Class Members may seek a refund from Groupon of the Customer Purchase

1 Price of any Groupon Voucher purchased after December 1, 2011 by providing to Groupon the same  
2 information as is required in the Second Settlement Fund Proof of Claim. In the event that Groupon  
3 provides a refund to any such Class member based on a purchase of a Groupon Voucher made after  
4 December 1, 2011, Groupon may submit a request for reimbursement from the Second Settlement  
5 Fund to the Claims Administrator. Second Settlement Fund Proofs of Claim submitted by Class  
6 Members and paid by the Claims Administrator during the first ninety (90) days after dissemination  
7 of the Second Settlement Fund Claims Notice (“90 Day Priority Claims”) shall have priority of  
8 payment from the Second Settlement Fund over claims by Groupon for reimbursement of its  
9 payment to Class Member Claims pursuant to this paragraph. After the 90 Day Priority Claims have  
10 been paid, Groupon reimbursement claims submitted to the Claims Administrator within ten (10)  
11 days thereafter shall next be paid to the extent of funds remaining in the Second Settlement Fund.  
12 Thereafter, Claims submitted to the Claims Administrator and reimbursement claims submitted by  
13 Groupon to the Claims Administrator shall be paid on a “first come, first served” basis, with equal  
14 priority until the Second Settlement Fund is depleted.

15 5. Claims Administrator

16 The Parties agree that the Claims Administrator shall be Rust Consulting, Inc. The Claims  
17 Administrator will be approved by the Court and will be subject to the Court’s supervision and  
18 direction as circumstances may require. The Claims Administrator will administer the Notice  
19 Program and Claims process, and oversee the distribution of Incentive Awards, cash refunds and  
20 other payments to Settlement Class Members in accordance with the terms of the Settlement and  
21 orders of the Court.

22 6. Notices; Assistance from Groupon

23 The Claims Administrator shall administer the monetary relief for Settlement Class Members  
24 provided by the Settlement Agreement by resolving Claims, requests for refunds and other payments  
25 in a cost effective and timely manner. The Claims Administrator may request assistance from  
26 Groupon to identify Class Members; to facilitate providing Class Notices as necessary and  
27 appropriate to satisfy Rule 23 and constitutional due process; to facilitate sending Notice e-mails  
28 from a domain name that includes the word “Groupon” so that, to the extent possible, they are not

1 excluded from Settlement Class Members' e-mail inboxes as an unknown sender or junk mail; to  
2 link to the Groupon website for accessibility to the Settlement Class Members' Groupon accounts;  
3 to assist with establishing the settlement website; and to accomplish such other purposes as may be  
4 approved by Groupon and Class Counsel; provided, however, that the determination of the validity  
5 of Claims and requests for refunds shall be made by the Claims Administrator subject to Section E.7,  
6 below.

7       7.     Process for Review of Claims

8       The Claims Administrator will review and validate all Claim and requests for refunds  
9 submitted by Settlement Class Members as to the Settlement Fund and the Second Settlement Fund.  
10 Issues regarding the validity of Claims, requests for refunds or other payments that are raised by the  
11 Claims Administrator shall be submitted to Defendants' Counsel and Class Counsel for resolution  
12 and, if no resolution is reached, to the Mediator for a binding determination. Following one week  
13 after the date of dissemination of the Settlement Fund Claim Notice the Claims Administrator shall  
14 provide weekly reports to Defendants' and to Plaintiff's Counsel concerning the Claims and requests  
15 for refunds submitted during the prior week. Plaintiffs and Groupon shall have two (2) business  
16 days to contest a Claim including any request for refund or payment, and the opposing Party will  
17 have an opportunity to review any challenges and object. Should Plaintiffs and Groupon be unable  
18 to reach resolution as to a particular Claim or request for refund, such Claims will be submitted to  
19 the Mediator for binding resolution.

20       8.     Maintenance of Records

21       The Claims Administrator shall maintain records of all Claims and requests for refunds  
22 submitted until ninety (90) days after all Claims and requests for refunds have been finally resolved,  
23 and such records will be made available upon request to Class Counsel and Groupon's Counsel. The  
24 Claims Administrator also shall provide such reports and such other information to the Court as it  
25 may require.

26       9.     Settlement Website

27       The Claims Administrator shall cause a website to be created containing relevant documents,  
28 including but not limited to, all applicable deadlines; the Class Notices (the Class Settlement Notice

1 and the Settlement Fund Claim Notices); instructions on how to submit Claims and requests for  
2 refunds online or by e-mail, mail or facsimile; FAQs and answers; orders of the Court pertaining to  
3 the Settlement; this Agreement and all supporting exhibits; a toll-free telephone number and  
4 addresses to contact the Claims Administrator by e-mail and mail. The cost of creating and  
5 maintaining this website shall be paid from the Settlement Fund. The Parties shall agree on all  
6 information and documents to be posted on this website.

7 **F. NOTICE TO THE SETTLEMENT CLASS, OBJECTION, AND OPT**  
8 **OUT RIGHTS**

9 1. Upon Preliminary Approval of the Settlement, as the Court may direct, the Claims  
10 Administrator shall cause the Class Settlement Notice substantially in the form of Exhibits 2 - 3 to  
11 be disseminated to potential Settlement Class Members as provided herein. Notices shall be  
12 disseminated pursuant to the Notice Program on or before the Notice Dates in a manner that  
13 comports with constitutional due process and Rule 23. Within fourteen (14) days of the Effective  
14 Date, the Claims Administrator shall cause the Settlement Fund Claims Notice substantially in the  
15 form of Exhibit 4 to be disseminated to Settlement Class Members, advising of their ability to  
16 submit Settlement Fund Claims within sixty (60) days thereafter. Within fourteen (14) days of the  
17 Claims Administrator's designation of the Settlement Fund as the Second Settlement Fund, the  
18 Claims Administrator shall cause the Second Settlement Fund Claims Notice substantially in the  
19 form of Exhibit 8 to be disseminated to Settlement Class Members.

20 2. The Class Settlement Notice shall:

21 (a) contain a short, plain statement of the background of the Action and the  
22 proposed Settlement;

23 (b) describe the proposed Settlement relief as set forth in this Agreement,  
24 including the reserves of Class Counsel for Attorneys Fees and Expenses and Incentive Awards as  
25 described in this Agreement;

26 (c) inform Settlement Class Members that, if they do not exclude themselves  
27 from the Settlement Class, they may be eligible to receive relief;  
28

1 (d) describe the procedures for participating in the Settlement and advise  
2 Settlement Class Members of their rights, including their right to file a Claim, request for refund or  
3 other payment under the Settlement, to opt out of, or object to the Settlement;

4 (e) explain the scope of the Release, and the impact of the proposed Settlement on  
5 any existing litigation, arbitration or other proceeding;

6 (f) state that any relief to Settlement Class Members under the Settlement is  
7 contingent on the Court's final approval of the proposed Settlement;

8 (g) explain that neither Counsel for the Parties, nor the Claims Administrator may  
9 advise on the tax consequences of participating or not participating in the Settlement;

10 (h) explain the procedures for opting out of the Settlement and specifying that so-  
11 called "mass" or "class" opt outs shall not be allowed;

12 (i) invite Settlement Class Members to provide their contact information by way  
13 of an online process (or by e-mail, mail or facsimile) to include them in the direct dissemination of  
14 the Settlement Fund Claim Notice which will advise when the Settlement has become effective and  
15 the deadline for Claims has begun to run; and

16 (j) provide that any objection to the Settlement and any papers submitted in  
17 support of said objection will be considered only if the Settlement Class Member making an  
18 objection has submitted timely notice of his or her intention to do so, with the grounds for the  
19 objection, and has submitted copies of such papers he or she proposes to submit at the Final  
20 Approval Hearing to the Claims Administrator and served copies of such papers on Class Counsel  
21 and Groupon's Counsel on or before the Opt Out and Objection Date, as approved by the Court and  
22 specified in the Class Settlement Notice.

23 3. Any Settlement Class Member who intends to object must do so on or before the Opt  
24 Out and Objection Date. In order to object, the Settlement Class Member must include in the  
25 objection submitted to the Claims Administrator and served on Class Counsel and Defendants'  
26 Counsel: (a) the name, address, telephone number, and e-mail address of the Person objecting and, if  
27 represented by counsel, of his/her counsel; and (b) Proof of Purchase or acquisition of a Groupon  
28 Voucher. An objecting Settlement Class Member must state, specifically and in writing, all

1 objections and the basis for any such objections, and provide a statement of whether he/she intends  
2 to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class  
3 Member who fails to submit and serve timely a written objection and notice of his or her intent to  
4 appear at the Final Approval Hearing pursuant to this Section, as detailed in the Notice, shall not be  
5 permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be  
6 foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or  
7 other means. The Claims Administrator shall provide copies of all objections to counsel for the  
8 Parties, who shall file them with the Court.

9 4. Prior to the Final Approval Hearing, the Claims Administrator shall provide to the  
10 Court documentation that the Settlement Class Notice was provided in accordance with the Notice  
11 Program.

12 5. A Settlement Class Member who wishes to opt out of the Settlement Class must do so  
13 on or before the Opt Out and Objection Date. In order to opt out, a Settlement Class Member must  
14 complete and send to the Claims Administrator a Request For Exclusion that is received or  
15 post-marked no later than the Opt Out and Objection Date. The Request for Exclusion must be  
16 personally signed by the Settlement Class Member requesting exclusion and contain a statement that  
17 indicates a desire to be excluded from the Settlement Class. So-called "mass" or "class" opt-outs  
18 purporting to be made on behalf of multiple Persons or classes of Persons shall not be allowed.

19 6. Except for those Settlement Class Members who timely and properly file a Request  
20 for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members  
21 for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms,  
22 regardless of whether they file a Claim, a request for a refund, or receive any other monetary relief.

23 7. Any Settlement Class Member who properly opts out of the Settlement Class shall  
24 not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement; (b) be  
25 entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of  
26 the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement.

1           8.       The Claims Administrator shall provide Class Counsel and Groupon’s Counsel with a  
2 list of all timely Requests for Exclusion within five (5) business days after the Opt Out and  
3 Objection Date.

4           **G.       EXCLUSIVE REMEDY; RELEASES; JURISDICTION OF COURT**

5           The Settlement Agreement shall be the sole and exclusive remedy for any and all Released  
6 Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to  
7 liability or expense of any kind to any Releasing Party with respect to any Released Claim. Upon  
8 entry of the Final Judgment and Order Approving Settlement, each and every Releasing Party shall  
9 be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim  
10 against any Released Party in any court or any forum.

11           **H.       RELEASES**

12           1.       The following terms have the meanings set forth herein:

13                   (a)       “Released Claim” means any individual, class, representative, group or  
14 collective claim, liability, right, demand, suit, matter, obligation, damage, loss, action or cause of  
15 action, of every kind and description that a Releasing Party has or may have, including assigned  
16 claims, whether known or unknown, asserted or unasserted, that is, has been, or could reasonably  
17 have been asserted by the Releasing Party either in the Court or any other court or forum, regardless  
18 of legal theory or relief claimed, and regardless of the type of relief or amount of damages claimed,  
19 against any of the Released Parties arising from, or in any way relating to, any of the allegations  
20 regarding the advertising, marketing, redemption or sale of Groupon Vouchers alleged in the  
21 Actions, including but not limited to allegations regarding any use of expiration dates on Groupon  
22 Vouchers, and regarding any other practice, conduct, or presentation of “Daily Deals,” “Fine Print,”  
23 “Legal Stuff We Have To Say,” “Not Valid For Cash Back,” other terms of use or terms of sale,  
24 disclaimers, arbitration provisions, allegations of improper time pressure placed on customers or  
25 requirements to use Groupon Vouchers in one visit, failures of disclosure, or any of the other  
26 allegations or claim raised in any of the Actions, or that could have been alleged based on the  
27 allegations raised in any of the Actions.



1 (b) “Released Parties” means all Defendants and all of Groupon’s Merchant  
2 Partners who were not named as Defendants, and including all of their respective predecessors,  
3 successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of  
4 their past, present and future officers, directors, employees, stockholders, partners, agents, servants,  
5 successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees and  
6 assigns.

7 (c) “Releasing Parties” means Plaintiffs and each Settlement Class Member and  
8 any Person claiming by or through him/her/it, including any Person who purchased or otherwise  
9 received any Groupon Voucher from a Settlement Class Member, and all of their respective  
10 predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates.

11 2. Release of Released Parties

12 Upon entry of the Final Judgment and Order Approving Settlement each Releasing  
13 Party shall be deemed to have released and forever discharged each Released Party of and from  
14 liability for any and all Released Claims.

15 3. Waiver of Unknown Claims

16 With respect to any and all Released Claims, and upon entry of the Final Judgment  
17 and Order Approving Settlement without further action, for good and valuable consideration,  
18 Plaintiffs, on behalf of themselves and the Settlement Class and as the representatives of the  
19 Settlement Class, shall expressly, and Releasing Parties shall be deemed to have, and by operation of  
20 the Final Judgment and Order Approving Settlement shall, to the fullest extent permitted by law,  
21 fully, finally, and forever expressly waived and relinquished with respect to the Released Claims,  
22 any and all provisions, rights, and benefits of Section 1542 of the California Civil Code and any and  
23 all similar provisions, rights, and benefits conferred by any law of any state or territory of the United  
24 States or principle of common law that is similar, comparable, or equivalent to Section 1542 of the  
25 California Civil Code, which provides:

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

1           4.       Additional Releases

2           Upon entry of the Final Judgment and Order Approving Settlement , each of the Defendants,  
3 Released Parties, and any Person claiming through them shall be deemed to have fully, finally, and  
4 forever released, relinquished and discharged each and all of Plaintiffs , and their respective present  
5 and former parents, subsidiaries, divisions, and affiliates, the present and former partners,  
6 employees, officers and directors of each of them, the present and former attorneys, accountants,  
7 experts, consultants, insurers, and agents of each of them, each of the foregoing solely in their  
8 capacity as such, and the predecessors, successors, heirs, and assigns of each, from all claims of  
9 every nature and description, known and unknown, relating to the initiation, assertion, prosecution,  
10 non-prosecution, settlement, and/or resolution of the Actions or the Released Claims.

11           5.       The Parties agree that the Court shall retain exclusive and continuing jurisdiction over  
12 the Parties, Settlement Class Members, and the Claims Administrator to interpret and enforce the  
13 terms, conditions, and obligations under the Agreement.

14           **I.       PLAINTIFFS' COUNSEL FEES AND COSTS**

15           1.       Class Counsel agrees to make, and Groupon agrees not to oppose, an application for  
16 the award of Attorneys' Fees and Expenses in this Action not to exceed 25% of the total Settlement  
17 Fund. If awarded by the Court, such Attorneys' Fees and Expenses will be paid to Class Counsel  
18 from the Settlement Fund within five (5) business days after the Entry of the Final Judgment and  
19 Order Approving Settlement. If the Final Judgment and Order Approving Settlement is reversed,  
20 vacated, modified, and/or remanded for further proceedings or otherwise disposed of in any manner  
21 other than one resulting in affirmance of the Final Judgment and Order Approving Settlement as to  
22 any matter other than a reduction of Attorneys' Fees and Expenses, then, unless the Parties to this  
23 Settlement Agreement agree otherwise in writing, Class Counsel shall within five (5) business days  
24 return to the Settlement Fund the amount of Attorneys' Fees and Expenses paid from the Settlement  
25 Fund. If the award of Attorneys' Fees and Expenses is reduced after entry of the Final Judgment and  
26 Order Approving Settlement, then Class Counsel shall within five (5) business days return to the  
27 Settlement Fund the amount by which the Attorneys' Fees and Expenses have been reduced.

1           2.       Class Counsel, in its sole discretion, shall allocate and distribute this award of  
2 Attorneys' Fees and Expenses among Plaintiffs' Counsel.

3           3.       Groupon agrees that each Class Representative shall be paid the amount of such  
4 Incentive Award, if any, as may be approved by the Court from the Settlement Fund. Groupon  
5 agrees that it will not object to, or otherwise challenge, the Class Representatives' applications for  
6 Incentive Awards, so long as the Class Representatives do not seek awards in excess of \$500 for  
7 each. If awarded by the Court, such Incentive Awards will be paid to Class Counsel on behalf of the  
8 Class Representatives within thirty (30) days after the Effective Date out of the Settlement Fund.

9           **J.       THE FINAL JUDGMENT AND ORDER APPROVING**  
10           **SETTLEMENT**

11           1.       This Settlement Agreement is subject to and conditioned upon the issuance by the  
12 Court of the Final Judgment and Order Approving Settlement that finally certifies the Settlement  
13 Class for the purposes of settlement only, and grants final approval of the Settlement, and provides  
14 the relief specified herein, which relief shall be subject to the terms and conditions of the Settlement  
15 Agreement and the Parties' performance of their continuing rights and obligations hereunder. Such  
16 Final Judgment and Order Approving Settlement shall:

17                   (a)       Confirm the final certification, for settlement purposes only, of the Settlement  
18 Class;

19                   (b)       Confirm the compliance of the Settlement Class with all requirements of Rule  
20 23, including confirmation of the adequacy of the representation of the Class Representatives as  
21 representatives of the Settlement Class;

22                   (c)       Confirm that the Notice Program complied in all respects with the  
23 requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the  
24 Settlement Class;

25                   (d)       Determine that the Settlement Agreement is entered into in good faith, is  
26 reasonable, fair and adequate, and is in the best interest of the Settlement Class;

27                   (e)       Dismiss all complaints in the Actions with prejudice as to the Released Parties  
28 and without costs;

1 (f) Release each Released Party from the Released Claims that any Releasing  
2 Party has, had, or may have in the future, against each Released Party;

3 (g) Bar and enjoin all Releasing Parties from asserting against any Released  
4 Party any Released Claim and bar and enjoin all Settlement Class Members from initiating or  
5 pursuing any claim or action relating to this Settlement;

6 (h) Release each Plaintiff and their present and former attorneys, accountants,  
7 experts, consultants and insurers, and agents of each of them, each of the foregoing solely in their  
8 capacity as such, and the predecessors, successors, heirs and assigns of each of them, from all claims  
9 of every nature and description, known and unknown, that any Released Party has had, or may in the  
10 future have relating to the initiation, assertion, prosecution, non-prosecution, settlement and/or  
11 resolution of the Actions or the Released Claims, and bar and enjoin all Released Parties from  
12 asserting the same;

13 (i) Release each Released Party from the Released Claims; and

14 (j) Retain the Court's continuing and exclusive jurisdiction over the Parties to the  
15 Agreement, including all Settlement Class Members, to construe and enforce the Agreement in  
16 accordance with its terms for the mutual benefit of the Parties.

17 **K. REPRESENTATIONS AND WARRANTIES**

18 1. Groupon represents and warrants: (a) that it has the requisite corporate power and  
19 authority to execute, deliver and perform the Agreement and to consummate the transactions  
20 contemplated hereby; (b) that the execution, delivery and performance of the Agreement and the  
21 consummation by it of the actions contemplated herein have been duly authorized by necessary  
22 corporate action on the part of Groupon; and (c) that the Settlement Agreement has been duly and  
23 validly executed and delivered by Groupon and constitutes its legal, valid and binding obligation.  
24 Groupon's Counsel represents and warrants that they are fully authorized to execute this Agreement  
25 on behalf of Groupon and thereby to bind Groupon to the Agreement.

26 2. Plaintiffs represent and warrant that they are entering into the Settlement Agreement  
27 on behalf of themselves individually and as representatives of the Settlement Class Members and the  
28 Releasing Parties, of their own free wills and without the receipt of any consideration other than

1 what is provided in the Settlement Agreement or disclosed to, and authorized by, the Court. Each  
2 Plaintiff represents and warrants that he or she has reviewed the terms of the Settlement, believes  
3 them to be fair and reasonable, and each covenants that he or she will not file a Request for  
4 Exclusion from the Settlement Class or object to the Settlement. Interim Class Counsel represents  
5 and warrants that they are fully authorized to execute the Agreement on behalf of the Class  
6 Representatives, individually and as representatives of the Settlement Class Members and Releasing  
7 Parties.

8 3. The Parties warrant and represent that no promise, inducement or consideration for  
9 the Settlement has been made, except those set forth herein. No consideration, amount or sum paid,  
10 accredited, offered or expended by Groupon in its performance of this Settlement Agreement and the  
11 Settlement constitutes a fine, penalty, punitive damages or other form of assessment for any claim  
12 against it or any of the Defendants.

13 **L. NO ADMISSIONS; NO USE**

14 1. The Settlement Agreement shall in no event be construed or deemed to be evidence or  
15 an admission or a concession on the part of any Plaintiff, any Defendant, any Releasing Party, or any  
16 Released Party with respect to any claim of any fault or liability, any defense, or any claim of injury  
17 or damages.

18 2. The Settlement Agreement, whether or not consummated, and any proceedings taken  
19 pursuant to the Agreement, are not and shall not in any event be:

20 (a) Construed as, offered in evidence as, received in evidence as, and/or deemed  
21 to be, evidence of a presumption, concession or an admission by any Plaintiff, Defendant, Settlement  
22 Class Member, or Released Party of the truth of any fact alleged or the validity of any claim or  
23 defense that has been, could have been, or in the future might be asserted in any litigation or the  
24 deficiency of any claim or defense that has been, could have been, or in the future might be asserted  
25 in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or

26 (b) Construed as, offered in evidence as, received in evidence as, and/or deemed  
27 to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or  
28 in any way referred to for any other reason, by any Plaintiff, Defendant, Releasing Party or Released

1 Party in the Action or in any other civil, criminal or administrative action or proceeding other than  
2 such civil proceedings as may be necessary to effectuate the provisions of the Agreement.

3 **M. MISCELLANEOUS PROVISIONS**

4 1. Entire Agreement

5 The Settlement Agreement, including all Exhibits hereto, shall constitute the entire  
6 Agreement among the Parties with regard to the Settlement and shall supersede any previous  
7 agreements, representations, communications and understandings among the Parties with respect to  
8 the subject matter of the Settlement. The Settlement Agreement may not be changed, modified, or  
9 amended except in a writing signed by all Parties and, if required, approved by the Court. The  
10 Parties contemplate that certain of the Exhibits to the Settlement Agreement relating to Class Notices  
11 may be modified by subsequent agreement of Groupon and Interim Class Counsel prior to  
12 dissemination to the Settlement Class.

13 2. Governing Law

14 The Settlement Agreement shall be construed under and governed by the laws of the State of  
15 California, applied without regard to laws applicable to choice of law.

16 3. Execution by Counterparts

17 The Settlement Agreement may be executed by the Parties in one or more counterparts, each  
18 of which shall be deemed an original but all of which together shall constitute one and the same  
19 instrument. Facsimile signatures or signatures sent by e-mail shall be treated as original signatures  
20 and shall be binding.

21 4. Notices

22 Any notice, instruction, application for Court approval or application for Court orders sought  
23 in connection with the Settlement and the Settlement Agreement or other document to be given by  
24 any Party to any other Party shall be in writing and delivered personally or sent by registered or  
25 certified mail, postage prepaid, if to any Defendant to the attention of Defendants' Counsel, and if to  
26 Settlement Class Members to the attention of Class Counsel on their behalf.

27 All notices to the Parties or counsel required by the Settlement Agreement shall be made in  
28 writing and communicated by fax and mail to the following addresses:

1 (a) If to Plaintiffs or Class Counsel:

2 ROBINS GELLER RUDMAN  
3 & DOWD LLP  
4 JOHN J. STOIA, JR.  
5 THOMAS R. MERRICK  
6 RACHEL L. JENSEN  
7 PHONG L. TRAN  
8 655 West Broadway, Suite 1900  
9 San Diego, CA 92101  
10 Telephone: 619/231-1058  
11 619/231-7423 (fax)  
12 johns@rgrdlaw.com  
13 tmerrick@rgrdlaw.com  
14 rachelj@rgrdlaw.com  
15 ptran@rgrdlaw.com

16 (b) If to Defendants or Defendants' Counsel:

17 DLA PIPER LLP (US)  
18 SHIRLI FABBRI WEISS  
19 CHRISTOPHER M. YOUNG  
20 401 B Street, Suite 1700  
21 San Diego, CA 92101-4297  
22 Telephone: 619/699-2700  
23 619/699-2701 (fax)  
24 shirli.weiss@dlapiper.com  
25 christopher.young@dlapiper.com

17 5. Additional Provisions

18 (a) The Settlement Agreement shall be binding upon, and inure to the benefit of,  
19 the heirs, successors, assigns, executors and legal representatives of the Parties to the Agreement and  
20 all Defendants and Released Parties.

21 (b) Subject to Court approval, the Parties may agree to reasonable extensions of  
22 time to carry out any of the provisions of the Settlement Agreement.

23 (c) The determination of the terms of, and the drafting of, the Settlement  
24 Agreement has been by mutual understanding after negotiation, with consideration by, and  
25 participation of, the Parties hereto and their counsel.

26 (d) The waiver by any Party of any provision of this Settlement Agreement shall  
27 not constitute a waiver of any other provision of this Settlement Agreement.  
28

1 (e) In the event of any variance between the terms of this Settlement Agreement  
2 and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the  
3 Exhibit(s).

4 (f) All Exhibits to this Settlement Agreement are material and integral parts  
5 hereof, and are incorporated by reference as if fully rewritten herein.

6 (g) No opinion concerning the tax consequences of the Settlement to any  
7 Settlement Class Member is given or will be given by Groupon, Groupon's Counsel, Interim Class  
8 Counsel, or Plaintiffs' Counsel; nor is any Party or their counsel providing any representation or  
9 guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member.  
10 The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding  
11 the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each  
12 Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the  
13 Settlement, if any.

14 **N. TERMINATION OF THIS SETTLEMENT AGREEMENT**

15 1. Nullification of Settlement Agreement

16 In the event that:

17 (a) The Court does not enter an order granting Preliminary Approval Order  
18 conforming in all material respects to Section C.1 of this Settlement Agreement;

19 (b) The Court does not conditionally and finally certify the Settlement Class as  
20 defined herein or the Court's order certifying the Settlement Class is reversed, vacated, or modified  
21 in any material respect by another court; or

22 (c) The Court does not enter a Final Judgment and Order Approving Settlement  
23 conforming in all material respects to Section J of this Settlement Agreement, or if entered, such  
24 Final Judgment and Order Approving Settlement is reversed, vacated, or modified in any material  
25 respect by another court or otherwise fails to become Non-Appealable, then any of the Parties may  
26 terminate this Agreement within ten (10) business days of the event giving rise to the right to  
27 terminate by serving written notice upon all Parties and Court. In the event of a termination under  
28 Section N of this Agreement, Groupon shall request the Claims Administrator to post information



1 regarding the termination on the website established for the Settlement and to e-mail such  
2 information to those Settlement Class Members who provided an e-mail address to the Claims  
3 Administrator.

4 2. Termination; Restoration to Status Quo Ante

5 In the event of the termination of this Settlement Agreement, all Parties shall be restored to  
6 their respective positions as of immediately prior to the date of execution of this Settlement  
7 Agreement. Upon termination, Sections L-M of this Settlement Agreement shall survive and be  
8 binding on the Parties, but this Agreement shall otherwise be null and void.

9 IN WITNESS WHEREOF, each of the Parties hereto has caused the Settlement Agreement  
10 to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

11 AGREED:

12 DATED: October 5, 2012

ROBBINS GELLER RUDMAN & DOWD LLP  
JOHN J. STOIA, JR.  
RACHEL L. JENSEN  
THOMAS R. MERRICK  
PHONG L. TRAN

16 /s/ John J. Stoia, Jr.  
JOHN J. STOIA, JR.

17 655 West Broadway, Suite 1900  
18 San Diego, CA 92101  
19 Telephone: 619/231-1058  
619/231-7423 (fax)

20 Class Counsel

21 DATED: October 5, 2012

DLA PIPER LLP (US)  
SHIRLI FABBRI WEISS  
CHRISTOPHER M. YOUNG

24 /s/ Shirli Fabbri Weiss  
SHIRLI FABBRI WEISS

25 401 B Street, Suite 1700  
26 San Diego, CA 92101-4297  
27 Telephone 619/699-2700  
619.699.2701 (fax)

28 Attorneys for Defendants

**Plaintiffs and Class Representatives**

Cases Consolidated Within MDL No. 02238-DMS-RBB

<b>CASE</b>	<b>NAMED PLAINTIFF(S)/ CLASS REPRESENTATIVE(S)</b>
<i>Arliss et al. v. Groupon, Inc. et al.</i> , 3:11-cv-01374-DMS-RBB	Arliss, Barrie
	Lawrie, Jeff
<i>Booth v. Groupon, Inc.</i> , 3:11-cv-01320-DMS-RBB	Booth, Nevin
<i>Christensen v. Groupon, Inc. et al.</i> , 3:11-cv-01233-DMS-RBB	Christensen, Ashley
<i>Cohen v. Groupon, Inc.</i> , 3:11-cv-01245-DMS-RBB	Cohen, Jason
<i>Eidenmuller v. Groupon, Inc.</i> , 3:11-cv-01244-DMS-RBB	Eidenmuller, William
<i>Ferreira v. Groupon, Inc. et al.</i> , 3:11-cv-00132-DMS-RBB	Ferreira, Anthony
<i>Gosling v. Groupon, Inc.</i> , 3:11-cv-01231-DMS-RBB	Gosling, Sarah
<i>Hinton v. Groupon, Inc.</i> , 3:11-cv-02674-DMS-RBB	Hinton, Kenneth (individual plaintiff; not class representative)
<i>Johnson v. Groupon, Inc.</i> , 3:11-cv-02835-DMS-RBB	Johnson, E.G. (individual plaintiff; not class representative)
<i>Johnson, et al. v. Groupon, Inc., et al.</i> , 3:11-cv-01279-DMS-RBB	Buckley, Julie
	Johnson, Eli R.
<i>Kimel v. Groupon, Inc. et al.</i> , 3:11-cv-01225-DMS-RBB	Kimel, Heather

CASE	NAMED PLAINTIFF(S)/ CLASS REPRESENTATIVE(S)
<i>McPherson v. Groupon, Inc.</i> , 3:11-cv-01551-DMS-RBB	McPherson, Michael
<i>Mehel v. Groupon Inc.</i> , 3:11-cv-01349-DMS-RBB	Mehel, Sarah
<i>Terrell v. Groupon, Inc.</i> , 3:11-cv-01595-DMS-RBB	Terrell, Eric
<i>Vazquez v. Groupon, Inc., et al.</i> , 3:11-cv-01253-DMS-RBB	Vazquez, Carlos
<i>Zard v. Groupon, Inc.</i> , 3:11-cv-01232-DMS-RBB	Zard, Brian

Illinois State Court Case

<i>Dremak v. Groupon, Inc.</i> , 11-CH-0876 (Ill. Cir. Ct., Kane County)	Dremak, Adam
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To: <<class member email address>>

From: Groupon Settlement Administrator

Re: Notice of Class Action Settlement Regarding Groupon Vouchers

*(Email body:)*

**An Important Notice About a Class Action Settlement Involving Groupon Vouchers**

IF YOU PURCHASED A Groupon VOUCHER BETWEEN NOVEMBER 1, 2008 AND DECEMBER 1, 2011, YOU MAY BE ELIGIBLE FOR BENEFITS FROM THE SETTLEMENT

A proposed settlement has been reached in a class action lawsuit concerning Groupon vouchers. You may be a member of the class whose rights may be affected by this lawsuit. **The sole purpose of this notice is to inform you of the lawsuit and the settlement so that you may decide what steps to take in relation to it.**

More information regarding the settlement, your rights under the settlement, instructions on how to be excluded from the settlement or object to the settlement, and a form to fill-out to obtain settlement benefits are available here: [HYPERLINK to SETTLEMENT WEBSITE URL].

**Please visit the website linked above to obtain important information regarding the settlement and your rights.**

If the settlement is approved, class members who complete and return a claim form may be eligible to receive a Settlement Voucher entitling them to redeem unused Groupon vouchers purchased between November 1, 2008 and December 1, 2011 that are past their stated expiration date. Settlement Vouchers may be redeemed at the location of the merchant identified on the voucher, for goods and/or services equal to the purchase price of the voucher. Rather than seeking a settlement benefit, you may choose to exclude yourself from the settlement. **There are deadlines associated with the choices you may make regarding the settlement. The last day to exclude yourself from the settlement or to object to the settlement is \_\_\_\_\_.**

**Welcome to the Informational Website for the Class Action Settlement**

**in:**

***In re Groupon Marketing and Sales Practices Litigation***

**Case No. 3:11-md-02238-DMS-RBB**

**United States District Court for the Southern District of California**

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF  
CLASS ACTION AND FINAL APPROVAL HEARING**

***A Federal Court authorized this Notice. This is not a  
solicitation from a lawyer.***

**If you purchased or received a Groupon Voucher issued for redemption in the United States between November 1, 2008 and December 1, 2011, then you are a member of the class (“Class Member”) for purposes of this class action settlement, and may be entitled to receive settlement benefits, unless you are one of the following: (1) an employee of Groupon, Inc.; (2) a business with whom Groupon has partnered to offer Groupon vouchers (“Merchant Partners”); or (3) a parent company, subsidiary, affiliate or director or officer of Groupon or a Merchant Partner.**

This website was established to provide information to you about the proposed settlement of certain litigation relating to the marketing and sales practices of Groupon, Inc.

The litigation is currently pending in the United States District Court, Southern District of California. The case is called *In Re Groupon Marketing and Sales Practices Litigation*, Case No. 3:11-md-02238-DMS-RBB.

Set forth below is information related to the settlement. This website may be updated periodically.

**Important Dates and Deadlines:**

Following are important dates and deadlines relating to the settlement, which are explained more fully in the sections below:

Deadline to opt-out of settlement: *[14 Days Prior to Final Approval Hearing]*

Deadline to object to settlement: *[14 Days Prior to Final Approval Hearing]*

Deadline to submit claim form to obtain Settlement Voucher permitting redemption of voucher(s) past expiration date(s): *[60 days after dissemination of Settlement Fund Claims Notice]*

Deadline to use Settlement Voucher: *[130 days after date of issuance of Settlement Voucher]*

Deadline to submit Settlement Fund Refund Claim Form if Merchant is unwilling or unable to redeem Settlement Voucher *[185 days after issuance of Settlement Voucher]*

Deadline to submit claim form to obtain refund of vouchers purchased after December 1, 2011: There is none. Claims will be processed on a first-come, first-served basis until the Second Settlement Fund is depleted.

### **Court Documents:**

*[Links to settlement documents, Claim Form to Obtain Settlement Voucher Used to Redeem Voucher Before Effective Date, and Claim Form to Obtain Refund of Vouchers Purchased After Effective Date]*

### **Basic Information:**

The purpose of this Notice is to inform you of (a) the pendency of this class action (the “Action”), (b) the proposed settlement of the Action (the “Settlement”), (c) the hearing to be held by the Court (the “Final Approval Hearing”) to consider (i) whether the Settlement should be approved, (ii) the application of Class Counsel for attorneys’ fees and expenses, (iii) the application for plaintiffs’ incentive awards, and (iv) certain other matters, and (d) the rights you may have and what steps you must take if you wish to participate in the Settlement, object to the Settlement or wish to be excluded from the Class.

- The Settlement provides a total recovery for the benefit of the Class described herein of \$8.5 million in cash, less plaintiffs’ attorneys’ fees and costs, plaintiffs’ incentive fees and expenses for administration of the settlement.
- The Settlement resolves litigation alleging, among other things, that Groupon and its Merchant Partners illegally used expiration dates and other restrictions on Groupon Vouchers, engaged in sales or advertising practices that violated various federal and state consumer laws and failed to make adequate or required disclosures in the terms of use or terms of sale or otherwise on Groupon’s website relating to Groupon vouchers. The Defendants in the litigation deny the allegations of the plaintiffs, deny that they are liable in any way to plaintiffs and have asserted a number of defenses to plaintiffs’ claims.
- **Your legal rights will be affected by this Action and this Settlement whether you act or do not act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A PROOF OF CLAIM FORM</b>	The <u>only</u> way to get a Settlement Voucher or payment of any type from the Settlement.
<b>EXCLUDE YOURSELF</b>	If you are a Class Member but exclude yourself from the Settlement, you will get no Settlement Voucher or payment. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against the Defendants and the other Released Parties, or to be part of another lawsuit, concerning the Released Claims.
<b>OBJECT</b>	You may write to the Court about why you object to any part of the Settlement. Written objections to the Settlement must be filed with the Court no later than [ _____, 2012]. Lodging an objection does not exclude you from the Settlement. If the Settlement is approved, you will be subject to the Settlement and will be bound by the Release described in response to Question 6.
<b>GO TO THE FINAL APPROVAL HEARING</b>	If you timely object in writing to the Settlement and file a timely Notice of Intention to Appear at the Final Approval Hearing, you will be entitled to ask to speak in Court about the Settlement during the Final Approval Hearing set for [_____, 2012.]
<b>APPEAR THROUGH AN ATTORNEY</b>	You may enter an appearance in this case through an attorney at your own expense if you desire, but you will still need to comply with the requirements for objecting to the Settlement and appearing at the Final Approval Hearing.
<b>DO NOTHING</b>	You will get no Settlement Voucher or payment, and you will give up rights and be bound by all of the court judgments in the Action.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. If the Court approves the Settlement and after any appeals are

resolved and all proof of claim forms have been reviewed and processed, the Claims Administrator will email information about settlement benefits, and post further information on this website.



## **Settlement Information and Commonly Asked Questions:**

### **Background of the Litigation and Settlement**

#### ***1. What is this litigation about?***

Several lawsuits were filed against Groupon, Inc. (“Groupon”) and several businesses (“Merchant Partners”) with whom Groupon has partnered to offer and sell Groupon Vouchers, regarding the marketing and sale of Groupon Vouchers. Among other things, plaintiffs claimed that Groupon Vouchers contained expiration dates and other restrictions in violation of federal and state law and challenged statements on Groupon Vouchers and in terms of use and terms of sale on Groupon’s website used in connection with the offering or sale of Groupon Vouchers. Lawsuits were filed in several different courts but all lawsuits filed in United States District Courts are now centralized and pending before the United States District Court for the Southern District of California.

**Please do not contact the Court.**

#### ***2. Why is this a class action?***

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of people whom they allege have similar claims. The people together are a “Class” or “Class Members.” In this case, the Class Representatives who filed lawsuits are Barrie Arliss, Nevin Booth, Julie Buckley, Ashley Christensen, Jason Cohen, Adam Dremak, William Eidenmuller, Anthony Ferreira, Sarah Gosling, Eli Johnson, Heather Kimel, Jeff Lawrie, Michael McPherson, Sarah Mehl, Eric Terrell, Carlos Vazquez, and Brian Zard. The defendants are Groupon, Inc., Nordstrom Inc., Full Circle Farms, Inc., Spa Blix, Inc., Whirly West Inc. d/b/a/ WhirlyBall, Fun Time, LLC d/b/a/ Wheel Fun Rentals, and YMCA of Metropolitan Washington (“Defendants”).

In a class action, one court decides the result of the lawsuit for everyone in the Class. The Court in this case has made a preliminary determination that, for settlement purposes only, this case can proceed as class action.

#### ***3. Why is there a settlement?***

Plaintiffs have made claims against the Defendants. The Defendants deny that they have done anything wrong or illegal and admit no liability. The Court has not made any determination regarding the Class Representatives’ claims, and by requiring this Notice, the Court expresses no opinion regarding liability. Plaintiffs and Defendants met with a mediator and have agreed to the Settlement in order to avoid the costs and risks of a trial and appeal.

#### ***4. What are the possible benefits of this Settlement?***

Groupon has agreed to make changes to its marketing and sales practices with respect to Groupon Vouchers. For example, Groupon has agreed that for a period of three years from the effective date of the Settlement, the purchase value (the amount the customer paid ) of its Groupon Vouchers that have not been redeemed or refunded, with certain exceptions such as Groupon Now! Vouchers, will never expire, and that all expiration

dates shown on the Voucher will be clear and conspicuous. You can review a complete copy of the settlement agreement between the parties at *[Link to Settlement Agreement]*.

In addition, Groupon has paid Eight Million, Five Hundred Thousand Dollars (\$8,500,000) into a Settlement Fund. Any attorneys' fees and expenses and plaintiffs' incentive awards approved by the Court, as well as the expenses of Claims Administration will be deducted from the Settlement Fund. The balance will be used for the benefit of Class Members.

If you are a Class Member and you submit a timely Claim form, you may be entitled to receive a Settlement Voucher that will allow you to redeem unredeemed Groupon Vouchers that have not been refunded and that are past their stated expiration dates, for goods and services at the merchant listed in the voucher, up to the purchase price that you paid. The Settlement Voucher(s) must be presented to the Merchant Partners by the [ DATE].

You may submit a Claim for a Settlement Voucher for any Groupon Voucher that meets the following criteria: (1) the Groupon Voucher was issued for redemption at a Merchant Partner located in the United States and was never redeemed or refunded; and (2) the Voucher was purchased on or after August 22, 2010 or was issued before August 22, 2010 to a resident of, or for redemption in, any of the following states: Arkansas, California, Connecticut, Florida, Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Vermont, Washington.

If the Merchant Partner identified on the Groupon Voucher that is the basis for your claim has gone out of business, you may submit a Claim form requesting a refund of the purchase price on that basis and a refund will be paid to you in the form of a refund check. *[Link to settlement voucher claim form and instructions.]*

All claims for Settlement Vouchers must be submitted no later than *[the deadline listed above]*. Class Members whose Claims meet the criteria above will receive a Settlement Voucher, valid for a period of 130 days from its issue date. If any merchant refuses to redeem a valid Settlement Voucher, the Class Member may submit a Claim form to the Claims Administrator (identified below) to receive a refund check for the purchase price you paid for the Groupon Voucher plus 20% of the promotional value of the Voucher that the basis of the Claim. *[Link to settlement fund refund request form.]* All requests for refunds from the Settlement Fund must be submitted within 185 days of issuance of the Settlement Voucher.

Once all the qualified and approved Claims submitted by Class Members based on unredeemed and unrefunded Groupon Vouchers that are past their expiration have been paid from the Settlement Fund, the Claims Administrator will designate the remaining funds as a Second Settlement Fund. If you are a Class Member and you purchased one or more Groupon Vouchers after December 1, 2011 which have not been redeemed or refunded and you want a refund of your purchase price for any reason, you may submit a Second Settlement Fund Proof of Claim requesting a refund of your purchase price. You can make this request following the email notice that the Claims Administrator will send to Class Members, informing Class Members that the Second Settlement Fund has been

designated for this purpose, but the Claims Administrator will pay approved, timely claims until the Second Settlement Fund is depleted. A Class Member may also request a refund of the purchase price of a Groupon Voucher purchased after December 1, 2011, from Groupon and if Groupon provides the refund, Groupon may seek reimbursement from the Second Settlement Fund. [After the second settlement fund is designated, a link to the second settlement fund claim form and instructions should be added here.]

### **Who is in the Settlement**

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

You are a Class Member and part of the Settlement if you purchased or received a Groupon Voucher issued for redemption at a merchant in the United States, during the time period from November 1, 2008 until December 1, 2011 and if you meet certain other criteria described in the Settlement Voucher Claim Form and Instructions [LINK TO FORM] Proof of Claim Forms. You are excluded from the class if you are a Defendant or an officer or director of any Merchant Partner or a Groupon employee. Certain other entities are excluded related to the Defendants. If you fall within the definition of a Class Member and are not excluded, you are a Class Member.

#### **6. *Am I giving anything up in return for my benefit?***

Unless you affirmatively choose not to participate in the Settlement (which is called “excluding yourself” or “opting out”), you are part of the class. By staying part of the class, court orders will apply to you, and you will give Groupon and all of its Merchant Partners, including the Merchant Partners named as Defendants, a “release.” A release means that you cannot sue or be part of any other lawsuit against Groupon or its Merchant Partners about the claims or issues raised in this litigation ever again. In addition, you will be agreeing that effective December 1, 2011, Groupon may sell Groupon Vouchers with expiration dates applying to their Promotional Value and that you will not challenge the expiration of the Promotional Value. You may, however, contact Groupon to resolve any dispute that might arise concerning the promotional value of Groupon Vouchers, and in the event that such dispute is not resolved by contacting Groupon, you may submit the dispute to arbitration as detailed in Section \_\_ of the Settlement Agreement. [LINK TO SETTLEMENT AGREEMENT RELEASE SECTION]

### **Your Rights – Choosing Not to Participate In the Settlement**

#### **7. *Can I get out of the Settlement?***

Yes. You can choose not to participate in the Settlement and the Class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the Settlement, you will not receive a Settlement benefit and you may not object to the Settlement. However, you will not be bound by any judgment or Settlement of the case and will keep your right to sue Groupon and/or its Merchant Partners independently.

#### **8. *How do I exclude myself from the Settlement?***

To exclude yourself from the Settlement Class, you must a letter to the address below, postmarked by [Date], that says you want to be excluded from the Settlement Class in *In*

*Re Groupon Marketing and Sales Practices Litigation*, MDL No. 2238-DMS-RBB.  
Include your name, address, telephone number and sign your request.

[Claims Administrator name and contact info]

### **Your Rights – Objecting to the Settlement**

**9. *Can I tell the Court I do not like the Settlement?***

If you do not exclude yourself, but you object to any portion of the Settlement, you can tell the Court you do not like the Settlement or some part of it. This is called “objecting” to the Settlement. If you object to the Settlement, you still remain a Class Member and will be bound by all court judgments.

**10. *How do I object to the Settlement?***

To object to any aspect of to the Settlement, including the requested attorneys’ fees, you must file your objection in the United States District Court for the Southern District of California (940 Front Street, Courtroom 10, San Diego, California 92101-8900) and you must mail a copy of it via First Class mail to each of the addresses listed below:

John J. Stoia, Jr.  
Robbins Gellar Rudman & Dowd LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Tel: (619) 231-1058  
Fax: (619) 231-7423

Class Counsel

Shirli F. Weiss  
DLA Piper LLP (US)  
401 B Street, Suite 1700  
San Diego, CA 92101  
Tel: (619) 699-3650  
Fax: (415) 699-2701

Attorneys for Defendants

Your objection must include: (1) your full name, address, and telephone number and, if represented by counsel, that of your counsel; (2) the email address you used to register your Groupon purchase; (3) your objection to the Settlement; (4) any reasons supporting your position; (5) proof of purchase or acquisition of a Groupon Voucher; and (6) a statement of whether you intend to appear at the Final Approval Hearing.

If you or your lawyer wishes to speak about your objection at the Court’s Final Approval hearing in San Diego, you must include the following sentence in your objection: “I intend to appear at the hearing.” If you do not file an objection according to the procedures listed above, you will not be allowed to raise any objection later.

Your objection must be postmarked no later than [Date.]

**11. What is the difference between excluding and objecting**

Excluding yourself, or opting out, means getting out of the Settlement altogether – you would not receive any benefits nor be bound by the terms of the Settlement and you cannot therefore object to any part of it. Objecting means remaining in the Settlement, but complaining about some part of it you do not like.

**How to Get a Benefit – Submitting a Claim Form**

**12. What do I need to do to get a benefit from this Settlement?**

To get a benefit from the Settlement Fund, you must submit a valid Claim form to receive a Settlement Voucher. You can submit a Claim Form via the settlement website, via email, or via mail or facsimile. Claim Forms are available here [LINK TO SETTLEMENT FUND PROOF OF CLAIM]. To get a benefit from the Second Settlement Fund, you must wait to receive notice from the Claims Administrator that the Second Settlement Fund has been designated and then submit a Claim Form. [LINK TO SECOND SETTLEMENT FUND PROOF OF CLAIM] To get a benefit from the Second Settlement Fund, you must submit a valid Claim Form for a refund of the purchase price of your unredeemed and unrefunded Groupon Voucher.

**The Lawyer Representing You**

**13. Do I need to hire my own attorney?**

You do not need to hire an attorney, but you can if you wish. You and the entire class are already represented by Class Counsel listed below. You do not have to pay for Class Counsel's service. You may contact Class Counsel if you have any questions about this notice or the Settlement. **Please do not contact the Court.**

John J. Stoia, Jr.  
Robbins Geller Rudman & Dowd LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

**14. What will Class Counsel and the Class Representatives get from this Settlement?**

Class Counsel will seek an award of attorneys' fees and costs in an amount not to exceed 25% of the total Settlement Fund, and the Class Representatives will seek an award of no more than \$500.00 each as an incentive for prosecuting this lawsuit. It is up to the Court to decide how much Class Counsel and the Class Representatives will receive. This request will be made to the Court as part of the final approval process. A copy of Class Counsel's motion for attorneys' fees, costs, and incentive award will be posted on the Settlement website. All attorney's fees and costs and incentive awards will be paid from the Settlement Fund.

**Final Approval of the Settlement**

**15. *When will the Settlement become final?***

The Court has scheduled a Final Approval hearing, to be held on \_\_\_\_\_, to decide whether to approve the Settlement and award attorneys' fees and costs and an incentive award. The Court is located at 940 Front Street, Courtroom 10, San Diego, California 92101-8900. The hearing may be rescheduled to a later date and time without further notice. You may, but do not have to, attend the Final Approval Hearing. After the Court rules on final approval and the time to appeal has expired, the Settlement will become final.

**16. *Can I appear at the Settlement hearing?***

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer – instead of Class Counsel – to participate or speak for you regarding the Settlement, you must give notice in your objection to the Settlement (as described in question 10). You must state in that paper “I intend to appear at the hearing.”

**17. What happens if the Settlement is not approved?**

If the Court does not approve the Settlement or the Settlement does not become final, Class Members will not receive the Settlement benefit. It will be as if no Settlement had been reached and no class had been established.

**18. When is my Claim Form for a Settlement Voucher from the Settlement Fund due to be sent to the Claims Administrator?**

All Claims for a Settlement Voucher must be electronically submitted to the Claims Administrator or postmarked by \_\_\_\_\_. Claims for refunds for a Merchant Partner's failure to honor a Settlement Voucher are due \_\_\_\_\_.

**19. When is my Claim Form for a refund from the Second Settlement Fund due to be sent to the Claims Administrator?**

If a Second Settlement Fund is established and the Claims Administrator has sent email notice to Class Members, you may submit a Claim to the Claims Administrator for any legitimate purpose. Claims will be accepted until the Second Settlement Fund is fully depleted.

**If You Do Nothing**

**20. What if I don't do anything?**

If you do nothing, you will not receive any benefits from this Settlement, but you will still be a Class Member. You will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Groupon or its Merchant Partners regarding the same claims.

**Please do not contact the Court, or Groupon regarding this Settlement. Neither the Court nor Groupon nor Merchant Partner employees can give you legal advice regarding this Settlement. If you would like more information regarding this settlement, please contact:**

**CLASS COUNSEL: John J. Stoia, Jr., Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101.**

To: <<class member email address>>

From: Groupon Settlement Administrator

Re: Notice of Class Action Settlement Regarding Groupon Vouchers

<<Email Attachments or Links: Settlement Voucher Claim Form and Instructions>>

*(Email body:)*

**An Important Notice About a Class Action Settlement Involving Groupon Vouchers**

IF YOU PURCHASED A Groupon VOUCHER BETWEEN NOVEMBER 1, 2008 AND  
DECEMBER 1, 2011 IN THE UNITED STATES, YOU MAY BE ELIGIBLE FOR BENEFITS  
FROM THE SETTLEMENT

Settlement has been approved in a class action lawsuit concerning Groupon Vouchers. You may be a member of the class whose rights may be affected by this lawsuit. **The sole purpose of this notice is to inform you of the lawsuit and the settlement and how to obtain settlement benefits.**

More information regarding the Settlement, your rights under the Settlement, and a form to fill out to obtain Settlement benefits are available here: *[HYPERLINK to SETTLEMENT WEBSITE URL and CLAIM FORM]*.

Settlement Class Members as defined in the Settlement Agreement who complete and return a Settlement Fund Proof of Claim (available on the website) may be eligible to receive a Settlement Voucher entitling them to redeem unused Groupon Vouchers that are past their stated expiration date, and that were purchased between November 1, 2008 and December 1, 2011 for goods and services at the merchant listed on the voucher, in the amount of the purchase price of the voucher. In the event that such merchant is no longer in business, the Class Member may be eligible to receive a refund of the voucher's purchase price. In the event that such merchant refuses or is unable to honor the Settlement Voucher, the Class Member may be eligible to receive a refund of the voucher's purchase price plus 20% of the voucher's promotional value. The last day to submit completed claim forms is \_\_\_\_.



**United States District Court  
For the Southern District of California**

***In re Groupon Marketing and Sales Practices Litigation***

**No. 3:11-md-02238-DMS-RBB**

**SETTLEMENT FUND PROOF OF CLAIM FORM AND INSTRUCTIONS  
GROUPOUN VOUCHER CLASS ACTION SETTLEMENT**

TO: PERSONS WHO PURCHASED GROUPOUN VOUCHERS IN THE UNITED STATES  
BETWEEN NOVEMBER 1, 2008 AND DECEMBER 1, 2011

This claim form should be submitted only by persons who purchased Groupon vouchers that have not been redeemed or refunded and: (1) who purchased Groupon vouchers in the United States between August 22, 2010 and December 1, 2011; or (2) who purchased Groupon vouchers between November 1, 2008 and December 1, 2011 and are or were residents of, or purchased Groupon vouchers for redemption in, the following states: Arkansas, California, Connecticut, Florida, Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Vermont, Washington. The deadline to submit this claim form is \_\_\_\_\_. This means that you must complete and either email this claim form to [CLAIM ADMINISTRATOR EMAIL ADDRESS] by \_\_\_\_\_ or mail it via First Class mail to [CLAIM ADMINISTRATOR MAILING ADDRESS] postmarked by \_\_\_\_\_. Before you email or mail your claim form, please make sure that it is complete.

Please note that we cannot confirm that the information you transmit to the settlement administrator via email will remain secure. If you have a concern about sensitive information you are transmitting to the settlement administrator, please consider submitting this claim form to the settlement administrator by mail.

If you are a representative, assign, heir, executor, administrator, or custodian of the intended recipient of this claim form, you may complete this form on the Class Member's behalf. If you are submitting this claim form in a representative capacity, please include proof of your authority to act on behalf of and to bind the person or entity on whose behalf you are acting.

**If your claim meets the criteria listed in Section \_\_ of the Settlement Agreement [HYPERTEXT LINK TO SETTLEMENT AGREEMENT], you will receive a Settlement Voucher, valid for a period of 130 days from its issue date, to redeem the expired Groupon Voucher(s) that is/are the basis of your claim, for the goods and/or services at the Merchant Partner identified on the Voucher(s) for the amount of the Customer Purchase Price, regardless of the expiration date stated on the original Groupon Voucher(s).**

**History of Purchase**

Class Member's Name: \_\_\_\_\_

Class Member's e-mail address used to purchase Groupon Voucher(s): \_\_\_\_\_

Expiration date shown on Groupon Voucher(s) \_\_\_\_\_

Identity of the merchant and its location referenced on Groupon Voucher(s): \_\_\_\_\_

Groupon Voucher Purchase Number(s): \_\_\_\_\_

Purchase Price and Face Value of Groupon Voucher(s): \_\_\_\_\_

**Check ALL that apply. (If you are not able to make all of the statements below, you are NOT eligible to receive a Settlement Voucher:**

- I am a Groupon Settlement Class Member as defined in the Settlement Agreement.
- The Groupon voucher(s) that is/are the subject of the Claim Form was/were purchased between August 22, 2010 and December 1, 2011 OR was/were purchased between November 1, 2008 and December 1, 2011 by a resident of or for use at a merchant located in, one of the following states: Arkansas, California, Connecticut, Florida, Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Vermont, Washington.
- A copy of the Groupon Voucher or a copy of the credit card billing for the purchase of the Groupon Voucher for which I seek a refund is attached.
- The Groupon voucher(s) that is/are the subject of this Claim Form has/have not been redeemed or refunded.

If you meet the eligibility criteria to submit a Claim for a Settlement Voucher but you believe the Merchant listed on the Groupon Voucher that is the basis of your Claim is no longer in business, please complete the following:

- If it is determined that this Claim is otherwise approved but that the Merchant that was listed on the Groupon Voucher is no longer in business, I wish to receive a cash refund of the purchase price of the Groupon Voucher(s) in the form of a refund check.

I wish to receive the Settlement Voucher:

- By e-mail; or
- By U.S. mail

**Declaration (must be completed to be eligible for settlement benefit)**

I have received notice of the class action settlement in this case and I submit this claim form under the terms of the settlement. I also submit to the jurisdiction of the United States District Court for the Southern District of California with regard to my claim as a Class Member and for purposes of enforcing the release of claims stated in the Settlement Agreement. The full and precise terms of the proposed settlement are set forth in the Settlement Agreement. I further acknowledge that I am bound by the terms of any court judgment that may be entered in this action and may not bring any separate litigation against Groupon, Inc. or against any entity or person released in the Settlement Agreement related to this action, or that could have been asserted in this action, as set forth in the Settlement Agreement. I agree to furnish additional information to support this claim if required to do so.

**I declare under penalty of perjury that the foregoing information and all information I have submitted in support of my claim is true and correct, and I agree to abide by the terms of the settlement in this action, including the acknowledgement that I am bound by the terms of any judgment in this action and may not bring separate litigation regarding related claims.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (city, state).

\_\_\_\_\_  
(Signature)

Claimant's Printed Name: \_\_\_\_\_  
First Middle Last

Claimant's Address: \_\_\_\_\_  
No./Street/Apt. City State Zip Code

**If applicable:**

Claimant's Representative's Printed Name: \_\_\_\_\_  
First Middle Last

Claimant's Representative's Address: \_\_\_\_\_  
No./Street/Apt. City State Zip Code

EAST46812822.1

Settlement Voucher No. \_\_\_\_\_

**SETTLEMENT VOUCHER**  
***In Re Groupon Marketing and Sales Practices Litigation***  
**United States District Court, Southern District of California**  
**Case No. 3:11-md-02238-DMS-RBB**

This Settlement Voucher is issued on \_\_\_\_\_ as part of a Court approved settlement in *In Re Groupon Marketing and Sales Practices Litigation*. It entitles the bearer to request \$ \_\_\_\_\_ in goods or services redeemable at [Name/Address of Merchant] until [130 days after issue date].

**To Groupon's Valued Merchant Partner:**

This Settlement Voucher is a reissue, in the amount of the purchase price, of a previous voucher that was purchased on Groupon's website for redemption at your business under a program between Groupon and you. The earlier voucher was never redeemed or refunded. Please redeem this Settlement Voucher for the dollar amount in goods or services shown above.

If you have any questions, please contact Groupon, Inc. at

\_\_\_\_\_.

Thank you.

# SETTLEMENT FUND REFUND CLAIM FORM AND INSTRUCTIONS

## GROUPON VOUCHER CLASS ACTION SETTLEMENT Case No. 3:11-md-02238-DMS-RBB

TO: PERSONS WHO PURCHASED GROUPON VOUCHERS IN THE UNITED STATES  
BETWEEN NOVEMBER 1, 2008 AND DECEMBER 1, 2011

NOTE: This Refund Claim Form should be submitted only by persons who submitted a Settlement Fund Proof of Claim, received a Settlement Voucher, attempted to redeem the Settlement Voucher at the applicable merchant within 130 days of the date of issue, but could not redeem the Settlement Voucher because the merchant refused or was unable to do so.

The deadline to submit this Settlement Fund Refund Claim Form is \_\_\_\_\_. You must complete and either email this Refund Claim Form to [CLAIM ADMINISTRATOR EMAIL ADDRESS] by \_\_\_\_\_ or mail it via First Class mail to [CLAIM ADMINISTRATOR MAILING ADDRESS] postmarked by \_\_\_\_\_. Before you email or mail your Refund Claim Form, please make sure that it is complete.

Please note that we cannot confirm that the information you transmit to the settlement administrator via email will remain secure. If you have a concern about sensitive information you are transmitting to the settlement administrator, please consider submitting the information to the settlement administrator by mail.

If you are a representative, assign, heir, executor, administrator, or custodian of the intended recipient of this Refund Claim Form, you may complete this form on the class member's behalf. If you are submitting this Refund Claim Form in a representative capacity, please include proof of your authority to act on behalf of and to bind the person or entity on whose behalf you are acting.

### History of Purchase

Your Name: \_\_\_\_\_

Your e-mail address used to purchase Groupon Voucher(s): \_\_\_\_\_

Your Groupon Account Number: \_\_\_\_\_

The identity of the merchant and its location referenced on the Settlement Voucher(s): \_\_\_\_\_

Date of Issuance of Settlement Voucher(s): \_\_\_\_\_

**Check ALL that apply. (If you are not able to make all of the statements below, you are NOT eligible to receive a Refund:**

- I am a Groupon Settlement Class Member as defined in the Settlement Agreement.
- I submitted a Settlement Fund Proof of Claim and received a Settlement Voucher.
- I presented my Settlement Voucher to the merchant(s) identified on the Settlement Voucher within 130 days of the date of issuance of the Settlement Voucher, but the merchant refused or was unable to redeem the Settlement Voucher.
- I wish to receive a refund of the purchase price of the Groupon Voucher identified in my Settlement Voucher.



To: <<class member email address>>

From: Groupon Settlement Administrator

Re: Notice of Class Action Settlement Benefits Regarding Groupon Vouchers

<<Email Attachments/ Hyperlinks: Second Settlement Fund Proof of Claim >>

(Email body:)

**An Important Notice About a Class Action Settlement Involving Groupon Vouchers**

IF YOU PURCHASED A Groupon VOUCHER AFTER DECEMBER 1, 2011, YOU MAY BE  
ELIGIBLE FOR BENEFITS FROM THE SETTLEMENT

Pursuant to a settlement of a class action lawsuit concerning Groupon Vouchers, you may be eligible for a refund of Groupon Vouchers purchased after December 1, 2011. **The sole purpose of this notice is to inform you on how to obtain settlement benefits.**

More information regarding the Settlement, your rights under the Settlement, and a form to fill-out to obtain Settlement benefits are available here: *[HYPERLINK to SETTLEMENT WEBSITE URL and SECOND SETTLEMENT FORM]*.

Class members who complete and return a Second Settlement Fund Proof of Claim (available on the website) may be eligible to receive a refund of the purchase price of Groupon Vouchers purchased after December 1, 2011.

## SECOND SETTLEMENT FUND PROOF OF CLAIM FORM AND INSTRUCTIONS

### GROUPON VOUCHER CLASS ACTION SETTLEMENT No. 3:11-md-02238-DMS-RBB

TO: PERSONS WHO PURCHASED GROUPON VOUCHERS IN THE UNITED STATES  
AFTER DECEMBER 1, 2011

This form should be submitted only by persons who are Class Members as defined in the Settlement Agreement [[HYPERLINK TO SETTLEMENT AGREEMENT](#)]. You should complete this Claim Form if you purchased a Groupon Voucher after December 1, 2011, and you wish to obtain the following settlement benefit: a refund of your purchase price of any unredeemed and unrefunded voucher purchased after December 1, 2011.

Please note that Second Settlement Fund Claims will be accepted until the Fund is depleted. Therefore, if you intend to file a claim under the Second Settlement Fund as defined in the Settlement Agreement, you should do so as soon as possible. Before you email or mail your Claim Form, please make sure that it is complete.

Please note that we cannot confirm that the information you transmit to the settlement administrator via email will remain secure. If you have a concern about sensitive information you are transmitting to the settlement administrator, please consider submitting the information to the settlement administrator by mail.

If you are a representative, assign, heir, executor, administrator, or custodian of the intended recipient of this Claim Form, you may complete this form to be eligible to receive a benefit on the Class Member's behalf. If you are submitting this Claim Form in a representative capacity, please include proof of your authority to act on behalf of and to bind the person or entity on whose behalf you are acting.

If you have questions regarding the settlement, contact the settlement administrator. Questions may be sent by email to \_\_\_\_\_, by mail directed to \_\_\_\_\_, or you may call \_\_\_\_\_.

#### History of Purchase and Request for Refund

Claimant's name: \_\_\_\_\_

Claimant's e-mail address: \_\_\_\_\_

The identity of the merchant and its location as referenced on the Groupon Voucher: \_\_\_\_\_

Reason for requesting a refund: \_\_\_\_\_

**Check ALL that apply. (If you are not able to check all of the boxes below, you are NOT eligible to receive a settlement benefit).**

- I am a Groupon Settlement Class Member as defined in the Settlement Agreement.
- A copy of the Groupon Voucher or a copy of the credit card billing for the purchase of the Groupon Voucher for which I seek a refund is attached.
- The Groupon voucher(s) that is/are the subject of this Claim Form have not been redeemed or refunded.

#### Declaration (must be completed to be eligible for settlement benefit)



I have received notice of the class action settlement in this case and I submit this Claim Form under the terms of the settlement. I also submit to the jurisdiction of the United States District Court, District of Southern California with regard to my claim as a class member and for purposes of enforcing the release of claims stated in the Settlement Agreement. The full and precise terms of the proposed settlement are set forth in the Settlement Agreement. I further acknowledge that I am bound by the terms of any court judgment that may be entered in this action and may not bring any separate litigation against Groupon, Inc. or against any entities released in the Settlement Agreement of this action, or that could have been asserted in this action, as set forth in the Settlement Agreement. I agree to furnish additional information to support this claim if required to do so.

**I declare under penalty of perjury that the foregoing information and all information I have submitted in support of my claim is true and correct, and I agree to abide by the terms of the settlement in this action, including the acknowledgement that I am bound by the terms of any judgment in this action and may not bring separate litigation regarding related claims.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (city, state).

\_\_\_\_\_  
(Signature)

Claimant's Printed Name: \_\_\_\_\_  
First Middle Last

Claimant's Address: \_\_\_\_\_  
No./Street/Apt. City State Zip Code

**If applicable:**

Claimant's Representative's Printed Name: \_\_\_\_\_  
First Middle Last

Claimant's Representative's Address: \_\_\_\_\_  
No./Street/Apt. City State Zip Code

You may submit this form online or print and mail it to \_\_\_\_\_.

### *Merchant Communication*

Dear Merchant Partner:

Beginning in February 2011, a number of class action lawsuits were filed against Groupon, Inc. and some of its Merchant Partners. In the lawsuits, the plaintiffs, who said they were purchasers of Groupon vouchers, challenged the expiration dates on vouchers and other marketing and business practices related to vouchers.

Groupon and the other defendants denied all the claims made in plaintiffs' complaints and both sides got ready for a long litigation. But as often happens, the parties decided to try mediation first and later arrived at a settlement that has now been approved by the court. You can view the full settlement details here [\[hyperlink\]](#). The Settlement Class is made up of all persons who purchased Groupon vouchers between November 1, 2008 and December 1, 2011. Plaintiffs were also seeking to sue all Merchant Partners, but, as part of the settlement, Groupon was able to obtain releases for it and its Merchant Partners, releasing them from any potential liability in connection with the claims made in the lawsuits.

As part of the settlement, class members who purchased but never redeemed Groupon vouchers can ask for a special "Settlement Voucher." The Settlement Voucher can be redeemed for the amount of the purchase price of their expired, unredeemed voucher (not for the full promotional value) for goods or services at the merchant identified on the original voucher. The Settlement Voucher does not include the promotional value that was part of the original Groupon voucher – it is for the paid-in price only. The Settlement Voucher will be valid for a period of \_\_\_ days from the issue date.

What does this mean for you?

If you are presented with one of these Settlement Vouchers, please honor it. Essentially it represents an extension of time on the originally issued voucher that the purchaser never redeemed. Please alert your staff that these Settlement Vouchers may be presented soon at your business.

The Settlement Voucher will look different than a typical Groupon voucher. Here is an example: [\[hyperlink\]](#). The blanks will be verified by a third party claims administrator approved by the court for this purpose, and this third party administrator will issue the Settlement Vouchers with all of the information filled in.

If you have questions, please call \_\_\_\_\_ or email \_\_\_\_\_.

**United States District Court**  
**For the Southern District of California**  
*In re Groupon Marketing and Sales Practices Litigation*  
**Case No. 3:11-md-02238-DMS-RBB**

1. Arkansas (AR)
2. California (CA)
3. Connecticut (CT)
4. Florida (FL)
5. Hawaii (HI)
6. Illinois (IL)
7. Kansas (KS)
8. Kentucky (KY)
9. Louisiana (LA)
10. Maine (ME)
11. Maryland (MD)
12. Massachusetts (MA)
13. Michigan (MI)
14. Minnesota (MN)
15. Montana (MO)
16. New Hampshire (NH)
17. New Jersey (NJ)
18. New Mexico (NM)
19. North Dakota (ND)
20. Ohio (OH)
21. Oklahoma (OK)
22. Oregon (OR)
23. Rhode Island (RI)

24. South Carolina (SC)

25. Tennessee (TN)

26. Vermont (VT)

27. Washington (WA)