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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CV 13-01751

HRL

ADAM SAVETT, individually and on
behalf of all others similarly situated,

Case No. _____

Plaintiff,

CLASS ACTION COMPLAINT

v.

JURY TRIAL DEMANDED

COUPONS.COM, INC.,

Defendant.

Plaintiff Adam Savett, individually and on behalf of all others similarly situated, alleges
on personal knowledge, investigation of his counsel, and on information and belief as follows:

FAXED

NATURE OF THE ACTION

1
2 1. Coupons.com is an internet-based business that illegally and deceptively sold
3 "Daily Deals" gift certificates for a wide variety of goods and services that included expiration
4 dates in violation of California Civil Code § 1749.5, which prohibits selling gift certificates with
5 any expiration date.
6

7 2. Coupons.com knew and profited from the fact that consumers were unlikely to
8 redeem their gift certificates before they expired. When this occurred, Coupons.com refused to
9 refund the purchase price of the gift certificates unless consumers requested a refund within 30
10 days of purchase. This practice violated California Civil Code § 1749.5, which requires the
11 redemption of all gift certificates sold after January 1, 1997 at any time for their full cash value.
12

13 3. In an effort to avoid California gift-certificate law, Coupons.com misrepresented
14 that its "Daily Deals" were "promotional certificates" or "coupons," thereby misrepresenting that
15 its gift certificates were something other than gift certificates. But because Coupons.com sold its
16 gift certificates for a specific price and issued them for a stated value or amount, they were unlike
17 typical promotions or coupons and instead met the legal definition of gift certificates, subjecting
18 them to California's prohibition on gift certificate expiration dates.
19

20 4. On behalf of himself and the Class, Plaintiff brings this lawsuit against
21 Coupons.com for violating California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200
22 *et seq.* ("UCL"); California's False Advertising Law, Cal. Bus & Prof. Code § 17500 *et seq.*
23 ("FAL"); and California's Consumer Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*
24 ("CLRA") (injunctive relief only).
25

26 5. Plaintiff seeks restitution and other equitable relief on behalf of himself and the
27 Class, including full refunds, injunctive relief, reasonable attorneys' fees and costs, and any
28

1 additional relief that this Court determines to be necessary or appropriate to provide complete
2 relief to Plaintiff and the Class.

3 **PARTIES**

4 6. Plaintiff resides in Cuyahoga County, Ohio. Coupons.com made offers to Plaintiff
5 for discounted products and services, and Plaintiff purchased Coupons.com gift certificates based
6 on Coupons.com's representations and claims. The Coupons.com gift certificates that Plaintiff
7 purchased contained illegal expiration dates.
8

9 7. Coupons.com, Inc. is incorporated under Delaware law and has its corporate
10 headquarters in Mountain View, California. Coupons.com marketed, sold, and issued its
11 Coupons.com gift certificates to tens or hundreds of thousands of consumers throughout the U.S.
12

13 **JURISDICTION AND VENUE**

14 8. This matter in controversy exceeds \$5,000,000, as each member of the proposed
15 Class, which is believed to number at least in the tens of thousands, is entitled to restitution of the
16 purchase price of their gift certificates. In addition, Plaintiff alleges a national class, which will
17 result in at least one Class member belonging to a different state. Accordingly, this Court has
18 jurisdiction according to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2).
19

20 9. This Court has personal jurisdiction over Coupons.com because Coupons.com is
21 headquartered in California; is authorized to do business and regularly conducts business in
22 California; and marketed, sold, and issued Coupons.com gift certificates in California. Also,
23 Coupons.com's "Terms of Use" requires that the parties "submit to the exclusive jurisdiction" of
24 state or federal courts located in Santa Clara County, California and adds that California law
25 governs Plaintiff's claim against it.

26 10. Venue is proper under 18 U.S.C. § 1965(a) because Coupons.com is headquartered
27 in Santa Clara County, California. Venue is also proper under 28 U.S.C. §§ 1391(a) and (b)
28

1 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred
2 here. What's more, Coupons.com "Terms of Use" contains a venue-selection clause that requires
3 "any action at law or in equity arising out of or relating to these Terms of Use shall be filed and
4 adjudicated only in the federal or state courts located in Santa Clara County, California."
5

6 **FACTUAL ALLEGATIONS**

7 11. Coupons.com sold "Daily Deals" via e-mail to consumers who subscribed to
8 receive these offers online. These Daily Deals required consumers to pay a purchase price for a
9 voucher, in exchange for which consumers purportedly received a discount on a variety of goods
10 and services. For example, for a \$50 purchase price, a consumer might have purchased a 60-
11 minute massage purportedly "worth" \$80. Upon information and belief, tens of thousands of
12 people nationwide purchased Daily Deals from Coupons.com.
13

14 12. Coupons.com represented to consumers that it was able to offer them discounts
15 through the power of "collective buying." At the same time, Coupons.com convinced its retail
16 partner businesses, with whom it shared revenues, that these Daily Deals would attract new
17 customers.
18

19 13. The expiration dates on Coupons.com's Daily Deals were prohibited by California
20 Civil Code § 1749.5 because Coupons.com issued the Daily Deals for a specific amount in
21 exchange for a payment.

22 14. The Daily Deals did not constitute "awards, loyalty, or promotional program[s]" as
23 described by California law because "money or other thing of value [was] given in exchange for
24 the gift certificate by the consumer." Cal. Civ. Code § 1749.5(d)(1).

25 15. Nevertheless, Coupons.com illegally and deceptively sold its Daily Deals gift
26 certificates with expiration dates and misrepresented to consumers that its Daily Deals were not
27 gift certificates but were instead "promotional certificates" or "coupons."
28

1 16. If a consumer presented an unused gift certificate more than 30 days after
2 purchase, Coupons.com refused to refund it. This practice violated California law that provides
3 “any gift certificate sold after January 1, 1997, is redeemable in cash for its cash value” at any
4 time Cal. Civ. Code § 1749.5(b)(1).

5 17. Coupons.com’s practices harmed consumers. For example, consumers who were
6 unable to redeem their gift certificates, perhaps because the retail business offering the products
7 or services could not accommodate such large numbers of consumers seeking to redeem identical
8 certificates, were left without any recourse after only a short time had lapsed.

9 18. Coupons.com relied on the fact that many consumers would not redeem their Daily
10 Deals before these deals’ short expiration dates and would instead either discard them or have the
11 participating merchant decline them, despite having already paid for them.¹ As a result,
12 Coupons.com reaped huge profits at their customers’ expense.

13 19. As it did to thousands of other consumers, Coupons.com illegally and deceptively
14 sold Plaintiff a Daily Deal certificate bearing an expiration date.

15 20. On or about March 27, 2011, Coupons.com sent a Plaintiff a Daily Deal e-mail
16 offer for Finish Line Car Wash gift certificates.

17 21. Plaintiff does not recall Coupons.com informing him of any expiration date on the
18 certificates in this offer.

19 22. Based on Coupons.com’s offer, Plaintiff bought two certificates costing \$14.99
20 each, plus a shipping and handling fee of \$1.50, for a total of \$31.48. For this payment,
21 Coupons.com promised to send Plaintiff two gift certificates, each redeemable for three full-

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¹ See Marcia Kaplan, *Daily Deals: A Good Investment for Merchants?*, Jan. 16, 2012, <http://www.practicalecommerce.com/articles/3293-Daily-Deals-A-Good-Investment-for-Merchants> (last visited on Apr. 3, 2013) (“One way merchants can make a profit is if a high percentage of people who buy the deals don’t redeem them. Yipit estimates that about 20 percent of deals go unredeemed.”); Kelli B. Grant, *10 Things Daily Deal Sites Won’t Say*, Mar. 29, 2011, www.smartmoney.com/spending/deals/10-things-daily-deal-sites-won-t-say-1301404072442 (last visited on Apr. 2, 2013) (estimating that about 40% of deals go unredeemed).

1 service car washes (up to a \$63.00 maximum value), four discounted wash packages at 50% off
2 (up to a \$42.00 maximum value), four discounted wash packages at 25% off (up to a \$21
3 maximum value), and two discounted detail services at 25% off.

4 23. Coupons.com sent Plaintiff an e-mail confirming his purchase and explaining that
5 it would ship the certificates via USPS. Coupons.com did not inform Plaintiff of any expiration
6 date on the certificates.
7

8 24. The Finish Line Car Wash gift certificates that Coupons.com issued and sent to
9 Plaintiff purported to expire on April 1, 2012.

10 25. Plaintiff gave one of the gift certificates to a friend as a gift and kept the other
11 certificate for himself. But he was unable to redeem the gift certificate he kept for himself before
12 Coupons.com's April 1, 2012 purported expiration date. After this expiration date, Plaintiff
13 reasonably believed that his gift certificate was no longer valid and that he could not redeem it.
14

15 26. In the aforementioned manner, Coupons.com's actions harmed Plaintiff by causing
16 him to lose money or property.

17 **CLASS-ACTION ALLEGATIONS**

18 27. Plaintiff brings this class-action lawsuit on behalf of himself and the proposed
19 Class members under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

20 28. Plaintiff seeks certification of the following Class: All people in the U.S. who
21 purchased or acquired a Coupons.com gift certificate with an expiration date. Specifically
22 excluded from the Class are Coupons.com and any entities in which Coupons.com has a
23 controlling interest, Coupons.com's agents and employees, the judge to whom this action is
24 assigned, members of the judge's staff, and the judge's immediate family.
25

26 29. *Numerosity.* Plaintiff does not know the exact number of Class members but
27 believes that the Class comprises tens of thousands, if not hundreds of thousands, of consumers
28

1 throughout the U.S. As such, the Class is so numerous that joinder of all members is
2 impracticable.

3 30. **Commonality and predominance.** Well-defined, nearly identical legal or factual
4 questions affect all Class members. These questions predominate over questions that might affect
5 individual Class members. These common questions include, but are not limited to, the
6 following:
7

8 a. Whether Coupons.com's Daily Deals were gift certificates under California
9 law;

10 b. Whether Coupons.com sold gift certificates with expiration dates in
11 violation of California law;

12 c. Whether Coupons.com engaged in deceptive and unfair business and trade
13 practices by including expiration dates on its gift certificates and by refusing to provide refunds
14 for these gift certificates' cash value unless requested within 30 days of purchase;
15

16 d. Whether Plaintiff and Class members are entitled to restitution and other
17 equitable relief; and

18 e. Whether Coupons.com should be enjoined from engaging in this type of
19 conduct.
20

21 31. **Typicality.** Plaintiff's claims are typical of class members' claims. Plaintiff and
22 the class members all sustained injury as a direct result of Coupons.com's illegal imposition of
23 expiration dates on its Daily Deal gift certificates.

24 32. **Adequacy.** Plaintiff will fairly and adequately protect class members' interests.
25 Plaintiff has no interests antagonistic to Class members' interests, and he has retained counsel that
26 has considerable experience and success in prosecuting complex class-action and consumer-
27 protection cases.
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1 and Class members. Coupons.com's practice was also contrary to legislatively declared and
2 public policy and the harm it caused to consumers outweighed its utility.

3 39. Coupons.com violated the "fraudulent" prong of the UCL by making material
4 misrepresentations and by failing to disclose material information regarding the true nature of its
5 Daily Deals gift certificates and the illegality of the expiration dates on its gift certificates.
6 Coupons.com's material misrepresentations and failure to disclose were likely to mislead the
7 public.
8

9 40. Plaintiff relied on Coupons.com's material misrepresentations and nondisclosures,
10 and would not have purchased the gift certificates had he known the truth.

11 41. As a direct and proximate result of Coupons.com's unfair, unlawful, and
12 fraudulent conduct Plaintiff lost money or property, including the money that he paid to purchase
13 his Coupons.com gift certificates and the stated monetary value of those gift certificates.
14

15 42. Coupons.com's conduct caused substantial injury to Plaintiff and Class members.
16 Accordingly, Plaintiff seeks an order enjoining Coupons.com from committing such unlawful,
17 unfair, and fraudulent business practices and requiring Coupons.com to return the full amount of
18 money that Class members paid for their gift certificates. Plaintiff also seeks attorneys' fees and
19 costs under Cal. Code Civ. Proc. § 1021.5.
20

21 **COUNT II**
Violation of California Business & Professions Code § 17500 et seq.,

22 43. Plaintiff realleges and incorporates by reference every allegation set forth in the
23 preceding paragraphs as though alleged in this Count.

24 44. Coupons.com committed acts of untrue and misleading advertising likely to
25 deceive the public, as defined in Cal. Bus. & Prof. Code § 17500, *et seq.*, by:
26

27 a. Falsely representing its Daily Deal gift certificates as "promotional
28 certificates" or "coupons";

1 53. Plaintiff's and Class members' purchases of Coupons.com gift certificates
2 constitute "transactions," as defined by Cal. Civ. Code § 1761(e).

3 54. Plaintiff and Class members purchased Coupons.com's gift certificates for
4 personal, family, and household purposes as meant by Cal. Civ. Code § 1761(d).

5 55. Venue is proper under Cal. Civil Code § 1780(c) because Coupons.com has its
6 principal place of business in this District. Plaintiff's Declaration establishing that this Court has
7 proper venue for this action is attached as Exhibit A.

8 56. Coupons.com's actions deceived consumers in that these actions misrepresented,
9 failed to disclose, or actively concealed (a) the true nature of Coupons.com's Daily Deals (by
10 describing them as "promotional certificates" rather than as "gift certificates") and (b) the
11 illegality of the expiration dates that Coupons.com imposed on its gift certificates.
12

13 57. Coupons.com's misrepresentations, active concealment, and failure to disclose
14 violated the CLRA in the following manner:
15

16 a. Coupons.com represented that its gift certificates had characteristics,
17 benefits, or uses that they did not have (Cal. Civ. Code § 1770(a)(5));

18 b. Coupons.com represented that its gift certificates were of a particular
19 standard, quality, and/or grade when they were of another (Cal. Civ. Code § 1770(a)(7));
20

21 c. Coupons.com represented that its gift certificates conferred or involved
22 rights, remedies, or obligations that they did not have, and Coupons.com failed to disclose that its
23 gift certificates imposed expiration dates and other illegal and/or onerous terms (Cal. Civ. Code
24 § 1770(a)(14));

25 d. Coupons.com inserted unconscionable provisions in its contract for
26 purchasing gift certificates—specifically, illegal expiration dates and illegal requirements that
27 consumers request refunds within 30 days of purchase (Cal. Civ. Code § 1770(a)(19)).
28

1 58. The facts and information regarding Coupons.com's gift certificates and their
2 expirations dates that Coupons.com misrepresented, failed to disclose, and actively concealed to
3 Plaintiff and Class members were material because a reasonable person would have considered
4 them important in deciding whether or not to purchase the gift certificates and because
5 Coupons.com had a duty to disclose the truth.
6

7 59. Plaintiff and Class members relied upon Coupons.com's misrepresentations and
8 nondisclosures regarding its gift certificates and their expiration dates and had Plaintiff and Class
9 members known the truth, they would have acted differently.

10 60. As a direct and proximate result of Coupons.com's misrepresentations and
11 nondisclosures, Plaintiff and the Class have been irreparably harmed.
12

13 61. On behalf of the Class, Plaintiff seeks injunctive relief in the form of an order
14 enjoining Coupons.com from imposing illegal expiration dates on gift certificates in the future as
15 well as attorneys' fees and costs.

16 62. In accordance with Cal. Civ. Code § 1782(a), on April 17, 2013 Plaintiffs' counsel
17 served Coupons.com with notice of its CLRA violations by certified mail, return receipt
18 requested. A true and correct copy of that notice is attached as Exhibit B.

19 63. If Coupons.com fails to provide appropriate relief for its CLRA violations within
20 30 days of Plaintiffs' April 17, 2013 notification letter, Plaintiffs will amend this complaint to
21 seek compensatory and exemplary damages as permitted by Cal. Civ. Code §§ 1780 and 1782(b).
22

23 **PRAYER FOR RELIEF**

24 1. On behalf of himself and the Class, Plaintiff requests that the Court order relief
25 and enter judgment against Coupons.com as follows:

26 2. An order certifying Plaintiff's proposed Class and appointing Plaintiff and his
27 counsel to represent the Class;
28

1 3. An order that Coupons.com is permanently enjoined from its improper conduct
2 and practices as alleged;

3 4. A judgment awarding Plaintiff and Class members restitution, including, without
4 limitation, restitutionary disgorgement of all profits and unjust enrichment that Coupons.com
5 obtained as a result of its unlawful, unfair, and fraudulent business practices and conduct;
6

7 5. Pre-judgment and post-judgment interest;

8 6. Attorneys' fees, expenses, and the costs of this action; and

9 7. All other and further relief as this Court deems necessary, just, and proper.
10

11 **JURY DEMAND**

12 Plaintiff demands a trial by jury on all issues so triable.

13 Dated: April 18, 2013

Respectfully submitted,

14 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

15
16 By: 
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18 Michael W. Sobol
19 msobol@lchb.com

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20 efastiff@lcbh.com

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21 nreynolds@lchb.com

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Attorneys for Plaintiff

EXHIBIT A

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E-mail: mummert@gskplaw.com

14 Attorneys for Plaintiffs

15
16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN JOSE DIVISION
19

20 ADAM SAVETT, individually and on
behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 COUPONS.COM, INC.,

24 Defendant.
25
26
27
28

Case No. _____

CLASS ACTION COMPLAINT

DECLARATION OF ADAM SAVETT

1 I, Adam Savett, hereby declare and state as follows:

2 1. I am over the age of 18, and a Plaintiff in this action. The facts contained in this
3 declaration are based on my personal knowledge, and if called upon to do so, I could and would
4 testify competently hereto.

5 2. The complaint in this action, filed concurrently with this declaration, is filed in the
6 proper place for trial under California Civil Code § 1780(d), because Coupons.com, Inc.'s
7 principal place of business is in this District.

8
9 I declare under penalty of perjury under the laws of the United States and the State of
10 California that the foregoing is true and correct.

11 Executed on April 16th, 2013, in Solon, Ohio.

12
13 
14 Adam Savett

EXHIBIT B

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

April 17, 2013

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Steven R. Boal, President and CEO
Richard Hornstein, General Counsel and CFO
Coupons.com, Inc.
400 Logue Avenue
Mountain View, CA 94043

Registered Agent for Service of Process
C T Corporation System
818 W Seventh St
Los Angeles CA 90017

Re: Notice of Violation of California Consumer Legal Remedies Act

Dear Mr. Boal and Mr. Hornstein:

We represent Adam Savett, who purchased two Coupons.com "Daily Deals" gift certificates with purported expiration dates on March 27, 2011. We send this letter under the California Consumers Legal Remedies Act, California Civil Code Section 1750 *et seq.* ("CLRA"), to notify Coupons.com that its sale of Daily Deals gift certificates with illegal expiration dates violated the CLRA and to demand that Coupons.com rectify its violations within 30 days of receipt of this letter.

Coupons.com sold to Ms. Savett and other consumers Daily Deal gift certificates with expiration dates prohibited by California Civil Code § 1749.5. On or about March 27, 2011, Coupons.com sent Mr. Savett a Daily Deal e-mail offer for Finish Line Car Wash gift certificates. Mr. Savett bought two certificates (one of which he gave to a friend) costing \$14.99 each, plus a shipping and handling fee of \$1.50, for a total of \$31.48. The Finish Line Car Wash gift certificates that Coupons.com issued and sent to Mr. Savett purported to expire on April 1, 2012. Mr. Savett was unable to redeem the gift certificate he kept for himself before the purported expiration date.

Coupons.com misrepresented to Mr. Savett and consumers that its Daily Deals were "promotional certificates" or "coupons," but because they were sold in exchange for a payment, and because they were issued for a specified value, they were "gift certificates" under California law and thus subject to California's gift certificate law. *See* Cal. Civ. Code § 1749.5(d)(1).

April 17, 2013
Page 2

Coupons.com also misrepresented to Mr. Savett and consumers that they could not obtain refunds for any unused Daily Deal, unless the refund was requested within 30 days of purchase, even though California law requires that gift certificates be redeemable for their full cash value at any time. *See* Cal. Civ. Code § 1749.5(b)(1). Mr. Savett reasonably believed that he could not obtain a refund for his Daily Deal after its expiration, and was thus harmed by Coupons.com's misrepresentations.

Coupons.com's material misrepresentations and failures to disclose violated the CLRA in the following manner:

1. Coupons.com represented that its gift certificates had characteristics, benefits, or uses that they did not have (Cal. Civ. Code § 1770(a)(5));
2. Coupons.com represented that its gift certificates were of a particular standard, quality, and/or grade when they were of another (Cal. Civ. Code § 1770(a)(7));
3. Coupons.com represented that its gift certificates conferred or involved rights, remedies, or obligations that they did not have, and Coupons.com failed to disclose that its gift certificates imposed expiration dates and other illegal and/or onerous terms (Cal. Civ. Code § 1770(a)(14));
4. Coupons.com inserted unconscionable provisions in its contract for purchasing gift certificates; specifically, illegal expiration dates and illegal requirements that consumers request refunds within 30 days of purchase (Cal. Civ. Code § 1770(a)(19)).

We demand that within thirty (30) days of receiving this letter, Coupons.com agree to (1) refrain from engaging in the deceptive practices described above at any time in the future; and (2) return all money Coupons.com's customers paid for unredeemed, expired Daily Deals. If Coupons.com refuses to provide the demanded relief within thirty (30) days, we will seek compensatory and punitive damages, restitution, and any other appropriate equitable relief.

We sincerely hope to confer with you to resolve these violations without the need for litigation. I invite you to contact me to discuss this demand at any time. I can be reached at (415) 956-1000 ext. 2230 or nreynolds@lchb.com. I look forward to hearing from you.

Very truly yours,



Nicole D. Reynolds

April 17, 2013

Page 2

Coupons.com also misrepresented to Mr. Savett and consumers that they could not obtain refunds for any unused Daily Deal, unless the refund was requested within 30 days of purchase, even though California law requires that gift certificates be redeemable for their full cash value at any time. See Cal. Civ. Code § 1749.5(b)(1). Mr. Savett reasonably believed that he could not obtain a refund for his Daily Deal after its expiration, and was thus harmed by Coupons.com's misrepresentations.

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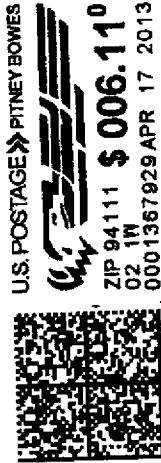
Very truly yours,



Nicole D. Reynolds

**Lieff
Cabrer
Heimann &
Bernstein**
Attorneys at Law

Steven R. Boal, President and CEO
Richard Hornstein, General Counsel and CFO
Coupons.com, Inc.
400 Logue Avenue
Mountain View, CA 94043



7012 2920 0002 2340 3933
7012 2920 0002 2340 3933

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 46
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	6.11
Total Postage & Fees	\$
Sent	Steven R. Boal, President and CEO
Street or PO	Richard Hornstein, General Counsel and CFO
City, S	Coupons.com, Inc.
PS Form	400 Logue Avenue
	Mountain View, CA 94043

Postmark Here
3599-

SLIDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>	
		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>1. Article Addressed to:</p> <p>Steven R. Boal, President and CEO Richard Hornstein, General Counsel and CFO Coupons.com, Inc. 400 Logue Avenue Mountain View, CA 94043</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7012 2920 0002 2340 3933</p>		<p>Domestic Return Receipt</p> <p>10095-02-04-1540</p>	
<p>PS Form 3811, February 2004</p>			

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two

Important Reminders:

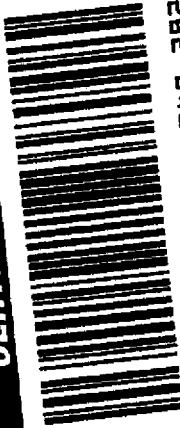
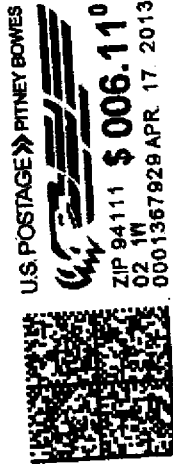
- Certified Mail is not available for any class of International Mail.
- For an additional fee, a Return Receipt may be requested.
- To obtain a Return Receipt, please complete PS Form 3811, to the article and add applicable fee. Endorse mailpiece "Return Receipt Requested". To request a duplicate return receipt, a USPS® postmark on your end is required.
- For an additional fee, delivery may be restricted to addressee's authorized agent. Advise the clerk or mark endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please at the post office for postmarking. If a postmark receipt is not needed, detach and affix label with postmark.

IMPORTANT: Save this receipt and present it when a

PS Form 3800, August 2005 (Reverse) PSN 7530-02-000-9047

**Lieff
Cabrer
Heimann &
Bernstein**
Attorneys at Law

Registered Agent for Service of Process
C T Corporation System
818 W Seventh St
Los Angeles CA 90017



7012 2920 0002 2340 3926
7012 2920 0002 2340 3926

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 44
Certified Fee	\$ 10
Return Receipt Fee (Endorsement Required)	2/55
Restricted Delivery Fee (Endorsement Required)	6.11
Total Postage & Fees	\$ 60.11
Postmark Here	
3589	
Sent To	Registered Agent for Service of Process
Street or PO Box	C T Corporation System
City, St	818 W Seventh St Los Angeles CA 90017

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Address <input type="checkbox"/></p> <p>X</p>	
<p>1. Article Addressed to:</p> <p>Registered Agent for Service of Process C.T. Corporation System 818 W Seventh St Los Angeles CA 90017</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7012 2920 0002 2340 3926</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p> <p>102505-02-M-1840</p>	

Certified Mail Provides:

- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail
- For an additional fee, a Return Receipt may be requested to delivery. To obtain Return Receipt service, please complete and attach PS Form 3811 to the article and add applicable postage. Endorsement "Return Receipt Requested". To receive a duplicate return receipt, a USPS postage postmark on your Certified Mailpiece is required.
- For an additional fee, delivery may be restricted to the addressee's authorized agent. Advise the clerk or mark the mailpiece at the post office for postmarking. If a postmark on the receipt is not needed, detach and affix label with postage and a receipt. Save this receipt and present it when making a return.

PS Form 3807, August 2006 (Reverse) PSN 7530-02-000-9047

JS 44 (Rev. 12/12)
Cand rev (1/15/13)

CIVIL COVER SHEET

ADR

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

(a) PLAINTIFFS

Adam Savett

DEFENDANTS

Coupons.com, Inc.

E-FILING

(b) County of Residence of First Listed Plaintiff Cuyahoga County, Ohio
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Santa Clara County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Nicole D. Reynolds (SBN 246255)
Lief, Cabraser, Heimann & Bernstein LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111

Attorneys (If Known)

CV 13-01751

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)
+ CLASS ACTION
Fairness Act

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | |
|---|--|---|--|
| Citizen of This State | PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	PROPERTY/REALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

Unlawful, unfair, and fraudulent business practices under California law (UCL, CLRA, and FAL)

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$1 million +
Res. Judgment to all
class membersCHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)

() SAN FRANCISCO/OAKLAND

☒ SAN JOSE

() EUREKA

DATE

SIGNATURE OF ATTORNEY OF RECORD

April 18, 2013

[Signature]

FAXED

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

1. 在 Windows 7 中，如何设置系统语言？
 2. 在 Windows 7 中，如何设置系统时间？
 3. 在 Windows 7 中，如何设置系统日期？
 4. 在 Windows 7 中，如何设置系统区域？
 5. 在 Windows 7 中，如何设置系统输入法？
 6. 在 Windows 7 中，如何设置系统声音？
 7. 在 Windows 7 中，如何设置系统显示？
 8. 在 Windows 7 中，如何设置系统网络？
 9. 在 Windows 7 中，如何设置系统安全？
 10. 在 Windows 7 中，如何设置系统电源？

1. The first step is to identify the
 2. second step is to identify the
 3. third step is to identify the
 4. fourth step is to identify the
 5. fifth step is to identify the
 6. sixth step is to identify the
 7. seventh step is to identify the
 8. eighth step is to identify the
 9. ninth step is to identify the
 10. tenth step is to identify the