

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JANELL MOORE, on Behalf of Herself and All
Others Similarly Situated,

Plaintiff,

vs.

ANGIE'S LIST, INC.,

Defendant.

CIVIL ACTION NO: 2:15-cv-01243

**PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Plaintiff Janell Moore,¹ by and through undersigned counsel, respectfully move for Preliminary Approval of the proposed Settlement Agreement attached hereto as Exhibit A (the “Settlement Agreement”), and certification of the Settlement Class, which will resolve Plaintiff’s and all proposed settlement class members’ (“Settlement Class Members”) claims in this action. Defendant Angie’s List, Inc. (“Angie’s List”) does not oppose this motion. The Court should grant preliminary approval because the proposed settlement provides substantial relief for the Settlement Class and because the terms of the settlement are fair, adequate, and reasonable. The settlement consists of the choice of cash payments or a membership benefit to Settlement Class Members who submit valid and timely claims, as well as structural relief. It is a tremendous result for the Settlement Class reached following extensive discovery enabling Plaintiff and her counsel to fully appreciate the relative strengths of the claims and Angie’s List’s defenses, and the significant risks presented by continued litigation through the summary judgment phase and beyond.

As set forth in further detail herein, the settlement meets the standard for preliminary approval. Thus, Plaintiff moves the Court to enter the [Proposed] Order Granting Preliminary Approval of Class Action Settlement, attached as Exhibit 7 to the Settlement Agreement. That order contemplates: (1) the preliminary approval of the settlement’s terms; (2) the certification of the Settlement Class, for settlement purposes only; (3) the appointment of Plaintiff (and the two other individuals whom Plaintiff Moore seeks to add through a simultaneously filed motion for leave to file an amended complaint and who have participated in the settlement negotiation

¹ Plaintiff has simultaneously moved herewith to file a conditional amended complaint for settlement purposes only, which adds two additional proposed class representatives as plaintiffs. Although these individuals are parties to the proposed class action settlement, and support and join in this motion, because they have not been formally added as parties, this motion still refers to “Plaintiff” in the singular.

process) as class representatives; (4) the appointment of Golomb & Honik, P.C., Carter Wolden Curtis, LLP, and Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. as Plaintiffs' Class Counsel; (5) the appointment of Epiq Systems, Inc. ("Epiq") as the Settlement Administrator responsible for Class Notice and Claim administration; (6) the approval of the form, method, and plan of Class Notice; (6) the entry of procedures and deadlines for Settlement Class Members to make claims, object, or exclude themselves from the Settlement; and (7) the scheduling of a Fairness Hearing and related deadlines.

II. PROCEDURAL BACKGROUND

There are currently three related pending actions, the most progressed of which is the action before this Court. A brief overview of each case follows.

A. The Pending Actions

1. This Action

Plaintiff Janell Moore commenced this action on March 11, 2015, by filing a complaint (the "Complaint") on behalf of herself, as well as a proposed nationwide class (and Pennsylvania state sub-class) against Angie's List in this district. *See* ECF 1. The Complaint seeks monetary damages and other relief in connection with Angie's List's allegedly misleading representations and alleged omissions about whether service providers can pay to advertise on Angie's List and whether, by doing so, the service providers allegedly can influence their letter-grade rating, the content and visibility of reviews, and their search-result ranking. The Complaint asserts that Angie's List's alleged failure to adequately disclose this information constituted a breach of contract (*viz.*, the standardized Membership Agreement between Angie's List and its members) and breach of the implied covenant of good faith and fair dealing (Count I), fraud and fraudulent inducement (Count II), unjust enrichment (Count III), and a violation of state unfair trade practices and consumer protection laws (Count IV).

On May 13, 2015, Angie's List moved to dismiss the Complaint in its entirety. *See* ECF 10. On August 7, 2015, the Court granted in part and denied in part Angie's List's motion, dismissing certain aspects of the breach of contract claim predicated on alleged breaches of Frequently Asked Questions ("FAQs") posted to Angie's List's website, as well as the breach of the covenant of good faith and fair dealing claim and the unjust enrichment claim. *See* ECF 15. In its ruling, the Court declined to consider certain factual assertions in documents, and attached to, Angie's List's motion to dismiss purporting to rebut Plaintiff's allegations, including copies of statements from Angie's List's website regarding service provider advertising and the manner search-result rankings display under certain settings. ECF 15 at 13-14. In so doing, however, the Court noted that Angie's List's assertions and evidence may prove "persuasive . . . at some future point in this litigation" and further observed that "mutual discovery may eventually uncover contradictory facts" disputing Plaintiff Moore's characterization of Angie's List's service and statements. *Id.* at 14, 22.

Shortly thereafter, on August 14, 2015, this Court referred the parties to mediation before Magistrate Judge Jacob P. Hart, and directed the parties to engage in limited discovery. *See* ECF 17. The parties exchanged limited discovery to facilitate discussions and, on October 26, 2015, mediated before Magistrate Judge Hart. *See* ECF 21. A resolution could not be achieved at that time, and thus the Court set a schedule of further proceedings, including, but not limited to, a deadline for discovery and for summary judgment motions. Full discovery commenced per this Court's October 26, 2015 Order. *See* ECF 22.

An extensive factual record was developed over the course of the next several months, aided by the Court's approval of two requests for short extensions of the discovery deadline, particularly to accommodate document and electronic discovery and the scheduling of multiple depositions. *See* ECF 25; ECF 36.

The parties sought substantial discovery from one another. Plaintiff served multiple sets of document requests, interrogatories, and requests for admission on Angie's List. Angie's List, in turn, propounded multiple sets of interrogatories and document requests to Plaintiff.

The nature and scope of the discovery sought prompted a number of discovery disputes. Ultimately, with the benefit of the Court's guidance, the parties were able to resolve most of these disputes through extensive meet and confer efforts over the year-end holidays. ECF 34. Other disputes required Court intervention in and around that same time. *See* ECF 32 (denying Angie's List's motion for protective order).

The parties vigorously worked to fulfill their respective discovery obligations by the deadline. Plaintiff responded to Angie's List's written discovery and produced documents. She also sat for a full-day deposition on November 19, 2015.

Angie's List produced more than 100,000 pages of documents from multiple document custodians, and engaged a third-party vendor to assist with complex data extractions. Meanwhile, Plaintiff subpoenaed BPA Worldwide, Angie's List's outside auditor of certain of its practices, including the integrity of Angie's List's ratings, reviews, and advertising and related business practices. The subpoena sought documents and a corporate deposition. BPA Worldwide separately produced more than 15,000 pages of documents in response to the subpoena. Moreover, in February 2016, Plaintiff deposed four key Angie's List personnel in

Indianapolis, Indiana, both in their individual capacity and on a number of topics pursuant to Rule 30(b)(6).

While certain discovery remained pending in the days leading up to the February 29, 2016 discovery deadline, the parties had developed a thorough understanding of the facts upon which to base a reasoned determination of the risks of continued litigation and the benefits of a potential settlement. This understanding facilitated informal settlement discussions that soon ripened into a path for possible resolution. The parties subsequently sought a brief extension of the discovery deadline so they could engage an experienced mediator to aid negotiations. The Court granted this request on February 23, 2016 (*see* ECF 37), resulting in the discovery deadline being set for April 14, 2016, with dispositive motions to be filed by April 25, 2016. *Id.* As discussed below, the mediation and related discussions followed, which ultimately resulted in a settlement in principle memorialized in an executed Memorandum of Understanding. *See* Part II.B, *infra*.

2. The California Action

On January 15, 2016, Ms. Michelle Zygelman, represented by some of the same counsel as Plaintiff Moore, filed a substantially similar class action in the United States District Court for the Northern District of California, styled, *Zygelman v. Angie's List, Inc.*, No. 3:16-cv-00276-SK (N.D. Cal.). The *Zygelman* action alleged the same types of claims and similar facts to those alleged in *Moore*. Plaintiff Zygelman filed an amended complaint on February 22, 2016. The *Zygelman* case was stayed before Angie's List's answer or other response to the complaint was due, on account of the settlement in principle reached by the parties – including Plaintiff Zygelman – that would resolve Ms. Zygelman's claims along with Plaintiff Moore's and the Settlement Class's claims. Pursuant to the terms of the settlement, the *Zygelman* matter will be

voluntarily dismissed if the Court grants Plaintiff Moore's motion for leave to file an Amended Complaint adding Ms. Zygelman as a plaintiff in this Action.

3. The New Jersey Action

On February 1, 2016, Mr. Gary Glick, represented by some of the same counsel as Plaintiff Moore, filed a substantially similar class action in the United States District Court for the District of New Jersey, styled, *Glick v. Angie's List, Inc.*, No. 2:16-cv-00546-MCA-MAH (D.N.J.). The *Glick* action alleged the same types of claims similar facts to those alleged in *Moore*. The *Glick* case was stayed before Angie's List's answer or other response to the complaint was due, on account of the settlement in principle reached by the parties – including Plaintiff Glick – that would resolve Plaintiff Glick's claims along with Plaintiff Moore's, Plaintiff Zygelman's, and the Settlement Class's claims. The *Glick* action likewise will be voluntarily dismissed upon the Court's approval of the filing of the proposed Amended Complaint in this case adding Mr. Glick as a plaintiff.

B. Settlement Negotiations

The parties' first in-person mediation occurred on October 26, 2015 before Magistrate Judge Jacob Hart, and after limited discovery. The parties could not resolve the matter at that time, but continued to keep channels open while they engaged in extensive discovery. As the litigation matured, and additional facts and information were learned by both sides, the parties believed it was worthwhile to re-engage in formal mediation.

To that end, the parties jointly engaged an experienced mediator, James T. Giles, Esq., currently Of Counsel to Pepper Hamilton LLP and a retired former Chief Judge of this District. *See* Decl. of David J. Stanoch, Esq. ("Stanoch Decl.") at ¶ 5 (Exhibit B to this motion). The first in-person, all-day mediation session before Judge Giles took place on April 4, 2016, after providing Judge Giles with certain case materials and information. *Id.* at ¶ 6. Unlike the first

mediation session before Magistrate Judge Hart, this mediation session had the benefit of having taken place after nearly all fact discovery had been completed, and the parties' discovery motions had been resolved. *Id.*

Indeed, the views that had stymied earlier efforts toward resolution before Magistrate Judge Hart had been tempered and adjusted on both sides by the ensuing discovery and each party's refined appreciation of the claims and defenses at issue. *See id.* at ¶¶ 4-7.

Angie's List defended this Action on several grounds, including that the existence of revenue from service providers has been publicly disclosed in different ways and in multiple locations, such as in response to FAQs posted to its website, through various mentions in the Membership Agreement, and in significant public filings with the SEC. Angie's List also has denied and continues to deny that service-provider advertising revenue has an impact on a service provider's rating, or the content or visibility of reviews about that service provider. Additionally, Angie's List has defended these claims on the basis that it tells its members that service providers offering coupons are placed at the top of category and keyword search results under the setting on the website in which members sort service providers using the "with coupon" category. Moreover, while Angie's List used a phrase that "businesses don't pay" and other similar language for a time, Angie's List produced evidence in discovery that the phrase or other similar language frequently was used in conjunction with important context, including an explanation that Angie's List claims was intended to mean that service providers cannot pay "to be on Angie's List," and, in many instances, with a link to a page purporting to describe service-provider advertising.

Plaintiff acknowledges that in light of these defenses, there are significant risks that Angie's List may be able to establish the absence of a genuine issue of material fact with regard to any claims relating to ratings and reviews. *See, e.g., id.* ¶ 19, 23. Plaintiff also recognizes that the existence of service provider advertising arguably might have been disclosed in certain ways, and that the challenged "businesses don't pay" advertising phrase substantially ceased by the end of November 2013. On the one hand, Plaintiff maintains that this disclosure was not adequate, clear enough, or consistent enough, and believes that she has a valid evidentiary basis to continue to assert these claims. Indeed, Plaintiff believes certain discovery suggests that the adequacy of the disclosure and transparency about certain fees Angie's List earned on certain service provider e-commerce transactions facilitated through the Angie's List website was lacking. On the other hand, she is mindful of the material risk of an adverse determination at the summary judgment stage.

Even to the extent Plaintiff's claims withstand summary judgment, significant manageability issues could cloud the prospects of certification of a litigation class. There is the potential that variations in state law could present manageability concerns, as could manageability issues regarding whether putative class members did or did not see the challenged statements, whether they knew that Angie's List received money from service providers, and whether the putative class member did or did not perceive that they received full value for their membership fee. The prospect of a trial represented its own risks for all parties. *See id.* ¶ 21.

The parties proceeded to mediate with this added and beneficial perspective. The mediation process was non-collusive and conducted at arms-length between the parties with divergent views as to the risks of litigation, and the ultimate value of any judgment, under the supervision of Judge Giles. The parties made substantial progress on April 4, but a resolution

could not be achieved that day. *Id.* at ¶ 7. The parties nevertheless continued to engage in negotiations and, after considerable back-and-forth, the contours of a potential agreement in principle began to take shape. *Id.* The parties therefore held another in-person, lengthy mediation session with Judge Giles on April 12, 2016, the result of which was a detailed, written Memorandum of Understanding executed with the authority of Plaintiff Moore, Mr. Glick, Ms. Zygelman, and Angie's List. *Id.* at ¶¶ 8-10.

On April 20, 2016, the parties informed this Court that they had reached an agreement in principle on behalf of the Settlement Class defined herein. *Id.* at ¶ 10. The parties informed the *Zygelman* and *Glick* courts about the settlement, securing a stay and anticipating that both cases will be voluntarily withdrawn shortly. *Id.* The parties executed the Settlement Agreement on June 24, 2016, memorializing the agreement and expanding upon the Memorandum of Understanding executed on April 19, 2016, subject to Preliminary Approval and Final Approval as required by Federal Rule of Civil Procedure 23. *Id.* at ¶ 11.

III. SUMMARY OF THE PROPOSED SETTLEMENT TERMS

As set forth more fully below, the Settlement Agreement contemplates a nationwide settlement class consisting of all persons in the United States who were paying members of Angie's List at any time between March 11, 2009 and the date of Preliminary Approval. *See* Agreement (Ex. A hereto) at ¶ 4. The total class will number approximately 6,200,000 members based on current estimates. The terms most pertinent to this Motion are discussed below.

A. Monetary Relief

Angie's List will pay a total of \$1.4 million for monetary relief to the Settlement Class. *Id.* at ¶ 8. Settlement Class Members who submit a valid Claim may elect one of two forms of relief: a monetary benefit or a membership benefit. *See* Agreement (Ex. A hereto) at ¶¶ 17-21.

Settlement Class Members who purchased or renewed a membership with Angie's List between March 11, 2009 and December 31, 2013, may elect to receive a cash payment (estimated to be \$10.00), or one month of free membership for every year they were a paying member, with a minimum benefit of one month (including for those Settlement Class Members with only a partial year of membership) and a maximum benefit of four months. *Id.* at ¶¶ 18-19. The total monetary relief available is \$966,000.00, and the estimated \$10.00 monetary benefit may increase or decrease *pro rata* depending on the number of valid Claims electing this form of relief. *Id.*

Class Members who purchased or renewed a membership with Angie's List between January 1, 2014 and the date of Preliminary Approval may elect to receive a cash payment (estimated to be \$5.00), or one month of free membership for every year they had been a paying member, with a minimum benefit of one month (including for those Settlement Class Members with only a partial year of membership) and a maximum benefit of two months. *Id.* at ¶¶ 18, 20. The total monetary relief available to this group is \$434,000.00, and the estimated \$5.00 monetary benefit may increase or decrease *pro rata* depending on the number of valid claims electing this form of relief. *Id.*

In addition, Settlement Class Members who straddle both time periods above are eligible to make an election from both periods of relief; provided, however, that the maximum membership benefit for those electing a free membership period is four months of free membership. *Id.* at ¶ 21.

Relatively greater compensation is being made available to members who joined or renewed on or before December 31, 2013, out of recognition that Angie's List's use of advertising phrases that include words to the effect that "businesses do not pay" substantially

ceased by the end of November 2013. Given that this advertising phrase has become a material focus of the claims asserted in the Actions, the parties, including the representative Plaintiffs who became members during Angie's List's use of these marketing phrases and either rejoined or renewed their membership after Angie's List ceased using these phrases, agreed that Settlement Class Members who joined while the phrases were in use should receive more than those who joined after they ceased.

B. Prospective Relief

No later than thirty days after the settlement's Final Effective Date, Angie's List shall amend its standardized Membership Agreement to conform with the language agreed to by the parties and reflected in Exhibit 8 to the Settlement Agreement. *See* Agreement (Ex. A hereto) at ¶ 22. In addition, within the same timeframe, Angie's List shall amend its publicly available FAQs on its website to conform with the language agreed to by the parties and reflected in Exhibit 9 to the Agreement. *Id.* at ¶ 23. These amendments serve to enhance, *inter alia*, Angie's List's explanations that it derives advertising revenue from service providers offering coupons and discounts through its website, its call center, and its magazine, that eligible service providers offering discounts or coupons are placed at the top of category and keyword search results under the sort by "with coupon" sort option and that alternative sort options are available, and that Angie's List may earn a transaction fee in connection with service providers' e-Commerce offerings purchased through Angie's List.

C. Class Release

As consideration for its payment to the Class Settlement Fund, the prospective relief, and other promises, Angie's List will receive a Release from each Settlement Class Member as more specifically delineated in the Settlement Agreement with respect to any claim relating to Angie's List's alleged or asserted representations, statements, omissions, or conduct about service-

provider ratings, reviews, or rankings, and revenue Angie's List derives from service providers as further set forth in the Settlement Agreement. *Id.* at ¶¶ 42-47. Further, pending this Court's preliminary approval of the Settlement Agreement, and the granting of the simultaneously filed Motion for Leave to File Conditional Amended Complaint in Accordance with Class Action Settlement, the putative class actions filed against Angie's List in two other districts that allege substantially the same conduct, brought on behalf of plaintiffs represented by some of the same counsel as Plaintiff Moore, and all of whom are eligible Settlement Class Members, will be dismissed. *Id.* at ¶ 55. If the settlement receives final approval, this Action will be dismissed with prejudice.

D. The Notice Program and Settlement Administration

Angie's List will advance and pay all reasonable notice program and settlement administration costs. *Id.* at ¶ 68. This is an added benefit to the class as these costs will be paid separately from, and in addition to, Angie's List's payment into the Class Settlement Fund, as well as any payment of service awards, attorneys' fees, or costs. *See id.* at ¶¶ 8, 68, 82, 84. The parties have selected Epiq as the notice and settlement administrator for this settlement. *Id.* at ¶ 1(kk). Class Notice has been designed to give the best notice practicable, is tailored to reach members of the Settlement Class, and is reasonably calculated under the circumstances to apprise the Settlement Class of the Settlement and, specifically, each member's rights (i) to make claims, (ii) to exclude themselves from the Settlement, or (iii) to object to the settlement's terms or Plaintiffs' Class Counsel's anticipated fee application and request for Plaintiffs' service awards. *See, e.g., id.* at ¶¶ 56-69, & Exs. 2, 5, and 6 to Settlement Agreement.

The Class Notice program has three parts: (i) direct email notice; (ii) direct mail notice for e-mail transmissions for which Epiq receives an "undeliverable" notification; and (iii) long form notice with more detail than the e-mail and direct mail notices, which will be available on a

Settlement Website and via email and/or mail upon request. *Id.* at ¶¶ 58, 60-63. A toll-free telephone number will be established as well. *Id.* ¶ 60. The Settlement Website will host other pertinent information, such as copies of the full Settlement Agreement and copies of important other document as agreed by the parties, and will be updated to provide additional dates and information as appropriate. All forms of Notice will include, among other information: (i) a context-appropriate description of the settlement; (ii) the date by which Settlement Class Members may make a claim, exclude themselves from the Settlement Class, or object to the settlement; (iii) the address of the Settlement Website; and (iv) the number of the toll-free telephone line. *Id.* at ¶¶ 60-62 & Exs. 2, 5, and 6 to Settlement Agreement. The Class Notice plan constitutes sufficient notice to persons entitled to receive it, and satisfies all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Requests for exclusion and Claim Forms must be sent to the Settlement Administrator and postmarked or, for the Claim Forms, completed through the Settlement Website before their respective deadlines. *See, e.g., id.* at ¶¶ 18, 26-27 & Ex. 1 to Settlement Agreement. Objections must be filed with the Court, with copies of the objection sent to Plaintiff's Class Counsel and Defense Counsel, by the objection deadline. *See id.* at ¶¶ 72-73, 75. The deadlines for objections, requests for exclusion, and claims are all before the Fairness Hearing (*see* chart at Part VII, *infra*).

1. Email and Mail Notice

Angie's list will provide the Settlement Administrator a list of all members of the Settlement Class identified through Angie's List's membership records, including available email and mailing address information. *Id.* at ¶ 59. The Settlement Administrator will disseminate email notice to all such members of the Settlement Class. *Id.* at ¶ 61 & Ex. 2 to

Settlement Agreement. For each email transmission that is reported as “undeliverable” as described in the Settlement Agreement, the Settlement Administrator will send a direct-mail postcard notice. Both Email and Postcard Notice will further direct recipients to the Settlement Website or toll-free telephone number for additional information, including the Long Form Notice or other papers if desired. *Id.* at ¶¶ 61-63 & Ex. 5 to Settlement Agreement.

2. The Settlement Website and the Toll-Free Settlement Phone Line

The Settlement Administrator will establish a Settlement Website as a means for Settlement Class Members to obtain notice of, and information about, the Settlement. *Id.* at ¶ 63. The Settlement Website (i.e., www.MoorevALsettlement.com or something similar) will include an electronic and printable copy of the Long Form Notice, information about the litigation and the settlement, and important court documents. *Id.* ¶ 63. The Settlement Website will also include an electronic and printable Claim Form, which may be submitted online or printed and mailed. *Id.* The Settlement Website shall be activated within 21 days of the Court’s entry of a Preliminary Approval Order. *Id.* at ¶ 60.

The Settlement Administrator will also establish and maintain an automated toll-free telephone line for Settlement Class members to obtain additional information about the settlement in the form of frequently asked questions and answers. *Id.* at ¶¶ 64-65. Settlement Class members may also call the telephone line for additional information – including to request a copy of the Long Form Notice and the Claim Form be mailed directly to them. *Id.*

3. Settlement Administration

The Settlement Administrator’s duties and responsibilities include, among other things: (1) establishing and maintaining a Post Office box for requests for exclusion from the Settlement Class; (2) establishing and maintaining a toll-free telephone line for answering Settlement-related inquiries; (3) responding to any mailed Class Member inquiries; (4) processing requests

for exclusion; (5) tracking and processing Claim Forms and investigating any suspected fraudulent claims; (6) calculating and distributing appropriate funds to the Settlement Class; (7) performing any other settlement and claims administration-related functions at the instruction of Plaintiffs' Class Counsel and Defense Counsel and to effectuate the terms of the settlement. *See, e.g., id.* at ¶¶ 29, 35-37, 64-65.

E. Service Awards, Attorneys' Fees, and Costs

Plaintiffs' Class Counsel will seek, and Angie's List will not oppose, reasonable Service Awards for each of the representative Plaintiffs, in the amounts of \$7,500 for Plaintiff Moore, \$2,500 for Plaintiff Zygelman, and \$2,500 for Plaintiff Glick. *Id.* at ¶ 85. The Service Awards will compensate the representative Plaintiffs for their time and effort in the actions (including, but not limited to, responding to written discovery and sitting for deposition, as applicable), for the participation in the settlement process, and for the risks they undertook in prosecuting their actions. Angie's List will also not oppose Plaintiffs' Class Counsel's request for reasonable attorneys' fees up to \$937,500.00, which includes reimbursement of litigation costs and expenses. *Id.* at ¶ 83. The service awards, attorneys' fees, costs and expenses will be paid by Angie's List apart from the monetary relief available to the Settlement Class, and from each other. *Id.* at ¶ 85.

IV. THE SETTLEMENT SATISFIES THE PRELIMINARY APPROVAL STANDARD

Rule 23(e) of the Federal Rules of Civil Procedure provides for judicial approval of the compromise of claims brought on a class basis if the proposed class action settlement is "fair, reasonable, and adequate." Approval of class action settlements is committed to the sound discretion of the district court. *See* Fed. R. Civ. P. 23(e). In exercising its discretion, a district

court should be mindful of the strong judicial policy favoring settlements. *See, e.g., In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004).

At the preliminary approval stage, “the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute.” *Mack Trucks, Inc. v. Int’l Union, UAW*, Civ. A. No. 07-3737, 2011 U.S. Dist. LEXIS 51514, at *7 (E.D. Pa. May 12, 2011) (internal quotations and citation omitted). Rather, a court should determine whether the “proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies[.]” *Id.* (internal quotations and citations omitted). A district court’s evaluation of a request to preliminarily approve a class action settlement focuses on whether the proposed settlement is the result of the parties’ good-faith negotiations, there was sufficient discovery, experienced counsel negotiated and support the settlement, and the settlement is within the range of reasonableness,. *See, e.g., In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995); *Glaberson v. Comcast Corp.*, Civ. A. No. 03-6604, 2014 U.S. Dist. LEXIS 172040, at *14 (E.D. Pa. Dec. 12, 2014); *see also Manual for Complex Litigation (Fourth)* § 21.61-21.62. Each of these factors exists here and warrant preliminary approval of the settlement.

A. There Was Substantial Discovery

The settlement was not negotiated and consummated until after the parties had nearly completed fact discovery. Angie’s List had propounded multiple document requests and interrogatories to Plaintiff Moore, all of which she answered. Plaintiff Moore produced documents, and was deposed. Stanoch Decl. at ¶ 12. Plaintiff Moore, in turn, propounded multiple sets of document requests, interrogatories, and requests for admission to Angie’s List. *Id.* Angie’s List responded to Plaintiff’s written discovery, and also produced more than 100,000 pages of documents. *Id.* at ¶ 13. Plaintiff also deposed four key defense witnesses, including Angie’s List’s senior director of product management, senior director of sales originations,

manager of service provider integrity, and former director of product and market research. *Id.* at ¶ 14. In addition, Plaintiff had conduct third-party discovery as well, having subpoenaed Angie’s List’s outside auditor, BPA Worldwide, who separately produced more than 15,000 pages of documents. *Id.* at ¶ 15.

B. The Settlement Was the Result of Arms’ Length, Informed Negotiations

Typically, “[t]here is a presumption of fairness when a proposed class settlement, which was negotiated at arm’s-length by counsel for the class, is presented to the Court for approval.” *Newberg on Class Actions* § 11.41 (4th ed. 2002); *see, e.g., Glaberson*, 2014 U.S. Dist. LEXIS at *14 (“Preliminary approval analysis often focuses on whether the settlement is the product of arms-length negotiations.”) (internal quotations and citation omitted).

Here, the parties certainly engaged in protracted arms’ length negotiations. *See, e.g., Stanoch Decl.* at ¶¶ 4-9. The parties’ initial in-person mediation session with Magistrate Judge Hart occurred after limited discovery. *Id.* at ¶ 4. The parties’ subsequent mediation efforts involved two lengthy, in-person mediation sessions with an experienced mediator, James T. Giles, Esq. *Id.* at ¶¶ 5-9.² By this time, fact discovery had been nearly completed, and this Court had resolved the parties’ discovery motions. *Id.* ¶ 6. Thus, the parties and their counsel had an informed view of the strengths and weaknesses of their respective positions, the risks of continued litigation, and an appreciation for the remarkable value this settlement delivers to the Settlement Class when evaluated in this context. *See id.* at ¶ 9; *see also id.* at ¶¶ 17-20.

² That the parties were assisted by an experienced mediator over multiple mediation sessions evidences the Settlement’s fairness and non-collusive nature. *See, e.g., Adams v. Inter-Con Sec. Sys., Inc.*, No. C-06-5428, 2007 U.S. Dist. LEXIS 83147, at *9-10 (N.D. Cal. Oct. 30, 2007) (“The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.”); *In re Indep. Energy Holdings PLC*, No. 00 Civ. 6689, 2003 U.S. Dist. LEXIS 17090, at *13 (S.D.N.Y. Sept. 29, 2003) (“[T]he fact that the settlement was reached after exhaustive arm’s length negotiations, with the assistance of a private mediator experienced in complex litigation, is further proof that it is fair and reasonable.”).

C. Counsel Are Experienced In Similar Litigation

Both sides' counsel are qualified and competent class actions litigators, well-positioned to evaluate the strengths and weaknesses of continued litigation, as well as the reasonableness of the Settlement. Plaintiff's Class Counsel has successfully handled national, regional, and statewide class actions, as well as other complex mass or multi-party actions, throughout the United States in both federal and state courts. *See Stanoch Decl.* at ¶¶ 24-27.

D. The Settlement Is Within The Range of Reasonableness

In preliminarily assessing whether a settlement falls within the range of reasonableness, courts examine the potential relief to the class. *See, e.g., Mack Trucks*, 201 U.S. Dist. LEXIS at *8. Here, the settlement provides a monetary benefit – cash or the equivalent in the form of free monthly membership in Angie's List – to each eligible Settlement Class Member. *See Agreement* at ¶¶ 17-21. The cash benefit will come out of a fund that will be paid, exclusively, to Settlement Class Members; it will not be reduced by notice or settlement administration costs, attorneys' fees and costs, or service awards, *see Agreement* at ¶¶ 19.a, 20.a, and the entire fund will be distributed *pro rata* to eligible Claimants. *Id.* Further, the structural relief in the form of enhanced disclosures achieved by the settlement is concrete and robust. *See id.* at ¶¶ 22-23 & Exs. 8-9 to the Settlement Agreement.

The reasonableness of the settlement must also be viewed against the complexity, expense, and duration of litigation, the stage of the proceedings, and the likelihood of success at trial. *See, e.g., In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *In re Foundation for New Era Philanthropy Litig.*, 175

F.R.D. 202, 205 (E.D. Pa. 1997) (Dalzell, J.).³ Each of these considerations weighs in favor of the settlement.

Although each individual Settlement Class Member's claim is relatively small in value, the continued litigation of this matter will require (and has already required) substantial resources. Stanoch Decl. at ¶ 16. Although substantial fact discovery has occurred, some fact discovery remains were this case to be litigated further, such as additional depositions and the extraction, production, and analysis of various data from Angie's List. *Id.* The parties have not yet briefed class certification, which likely would require expert disclosures and depositions, and dispositive motions have not yet been filed. *Id.* at ¶ 17. All of these matters would require significant time and expense, and while Plaintiff and Plaintiffs' Class Counsel remain committed to their claims, they are also pragmatic that there is no guarantee of success and that substantial obstacles exist at the summary judgment, class certification, and trial phases as more fully discussed in Part II.B, *infra.* *Id.* at ¶¶ 17-19.

Moreover, the settlement was reached at a pivotal stage: after substantial fact discovery, but before pivotal procedural and merits junctures. This has enabled class counsel to evaluate with confidence the strengths and weaknesses of Plaintiff's claims and Angie's List's defenses. *Id.* at ¶ 18. Plaintiff also faces the very real prospect of being foreclosed from some or any recovery at all as a result of summary judgment or other motions practice.

V. THE SETTLEMENT SATISFIES RULES 23(a) AND 23(b)

"In order to approve a class settlement agreement, a district court must determine that the requirements for class certification under Federal Rule of Civil Procedure 23(a) and (b)" are met.

In re Ins. Brokerage Antitrust Litig., 579 F.3d 241, 257 (3d Cir. 2009). "The requirements of

³ As this motion only requests preliminary approval, not all of the *Girsh* factors are pertinent. Plaintiff reserves the right to present additional argument or evidence about the *Girsh* factors as appropriate.

Rule 23(a) and (b) are designed to insure that a proposed class has sufficient unity so that absent class members can fairly be bound by decisions of class representatives.” *Id.* (internal quotations and citation omitted). In doing so, courts have expressed “an overriding interest in settling class action litigation, and it should therefore be encouraged.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d at 535. With this in mind, the Settlement plainly satisfies Rules 23(a) and (b).

A. The Settlement Satisfies Rule 23(a)

“Rule 23(a) lays out four threshold requirements for certification of a class action: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation.” *In re NFL Players Concussion Injury Litig.*, No. 15-2206, *et seq.*, 2016 U.S. App. LEXIS 6908, at *22 (3d Cir. 2016); *see* Fed. R. Civ. P. 23(a). The Settlement satisfies each of these requirements.

1. The Class Is Numerous

A class must be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a). Although no magic number exists, courts typically find the numerosity requirement to be satisfied if there are more than 40 class members. *In re NFL*, 2016 U.S. App. LEXIS 6908, at *22. The settlement easily exceeds this threshold. According to Angie’s List’s records, there are approximately 6.2 million class members. This is corroborated by Angie’s List’s most recent Form 10-Q, filed April 21, 2016, which states that Angie’s List has more than 3 million paying members for year-to-date in 2016 alone. *See* Angie’s List Form 10-Q (Apr. 21, 2016) at 17, available at <http://investor.angieslist.com/financials.cfm> (last viewed June 10, 2016).

2. Common Questions of Fact and Law Exist

Rule 23(a)’s commonality requirement also is satisfied here. “A putative class satisfies Rule 23(a)’s commonality requirement if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.” *In re NFL*, 2016 U.S. App. LEXIS at *22

(internal quotations and citation omitted). Thus, commonality is “easily met” in most instances. *Baby Neal v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994).

Such is the case here. Plaintiff’s and other Settlement Class Members’ claims stem from a common course of conduct. In targeting Settlement Class Members to join, it is alleged that Angie’s List made alleged material misrepresentations and omissions to class members about service-provider advertising. The falsity of each misrepresentation or omission will turn on common evidence. The same is true as to Angie’s List’s defenses. Some of the pertinent factual and legal questions include whether Angie’s List receives advertising revenue from service providers; what service providers receive in exchange for advertising revenue (e.g., do they receive the various forms of preferential treatment alleged in the Complaint); and whether the alleged misrepresentations and omissions concerning the foregoing constitutes, *inter alia*, a breach of the standardized Membership Agreement between Angie’s List and each Class member.

3. Plaintiff’s Claims Are Typical

The typicality requirement aims to assure that the interests of named class representatives aligns with the interests of the class. *See In re NFL*, 2016 U.S. App. LEXIS, at *25. The Third Circuit has “set a low threshold for typicality.” *Id.* (internal quotations and citation omitted). To this end, “even relatively pronounced factual differences will generally not preclude a finding of typicality where there is a strong similarity of legal theories or where the claim arises from the same practice or course of conduct.” *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 311 (3d Cir. 1998) (internal quotations and citation omitted).

The proposed class representatives’ claims are identical to those of the Settlement Class. As alleged in the proposed conditional amended complaint filed contemporaneously herewith, each proposed class representative alleges the same type of injury arising out of the same course

conduct. Just like each Settlement Class member, each proposed class representative paid to join (and, as applicable, to renew or to re-join) Angie's List. *See, e.g.*, Proposed Conditional Am. Compl. at ¶¶ 17-19. Each proposed class representative was exposed to the same marketing statements by Angie's list about its consumer-oriented ethos. *See id.* ¶¶ 46-63. Each proposed class representative was subject to Angie's List's standardized Membership Agreement. *Id.* ¶¶ 24, 74. Thus, the proposed class representatives clearly meet the typicality requirement, and are well-suited to represent other Settlement Class Members.

4. The Adequacy Requirement Is Met

Rule 23(a)(4) requires class representatives to "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). This requirement focuses on whether the representatives have any conflicts of interest with the interests of the class, and whether class counsel is capable of representing the class. *See Gen'l Tel. Co. of S.W. v. Falcon*, 457 U.S. 147, 157 n.13 (1982).

The proposed class representatives' interests are coextensive with, and not antagonist to, the interests of the Settlement Class because they have an equally great interest in the relief offered by the settlement, and there are no diverging interests between the proposed class representatives and the Settlement Class. Stanoch Decl. at ¶ 22. As noted above, the proposed class representatives and Settlement Class Members' claims arise from the same conduct, turn on the same alleged misrepresentations and omissions, and the proposed class representatives seek remedies equally applicable and beneficial to themselves and all Settlement Class Members. Further, the proposed class representatives are represented by qualified and competent Class Counsel with extensive experience and expertise in prosecuting complex class actions. *Id.* at ¶¶ 24-27.

B. The Settlement Satisfies Rule 23(b)(3)

Pertinent to the settlement's proposed monetary relief, Rule 23(b)(3) requires that common questions of law or fact predominate over individual questions, and that class action treatment is superior to other available methods of adjudication. Further, any potential manageability concerns are not pertinent here because this is a proposed settlement class. *See Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 303-304 (3rd Cir. 2011) (en banc). Predominance “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *In re NFL*, 2016 U.S. App. LEXIS 6908, at *42 (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997)). Courts are “more inclined to find the predominance test met in the settlement context.” *Sullivan*, 667 F.3d at 304 n.29 (internal quotations and citation omitted).

Plaintiff satisfies the predominance requirement because liability questions common to the Settlement Class substantially outweigh any possible individual issues. The claims of the proposed class representatives and the Settlement Class are based on the same legal theories and the same uniform conduct. Further, resolution of the claims of class members through the settlement of a class action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. *See Fed. R. Civ. P. 23(b)(3)*. Absent certification, potential class member would lack incentive to pursue individual claims due to the relatively small individual amounts at issue.

VI. THE NOTICE PROGRAM IS APPROPRIATE AND SHOULD BE APPROVED

For due process purposes, “notice to class members must be reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Glaberson*, 2014 U.S. Dist. LEXIS 172040, at *18; *see Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Notice should be the best

practicable under the circumstances, including notice to all members who can be identified through reasonable efforts. *See Eisen*, 417 U.S. at 173.

The proposed Class Notice plan – collectively, direct email notice, a dedicated Settlement Website and toll-free telephone line, and direct mail notice where email is undeliverable – satisfies due process. As a provider of a primarily web-based service, Angie’s List maintains an email address for its current members and has maintained records of email addresses of former members during the class period. As members primarily use the service through the internet, email is the best way to directly reach this particular consumer population. In the event an email address is no longer valid, direct-mail postcard notice will be sent to the last address on file with Angie’s List. As noted in the proposed forms (Exhibits 2, 5, and 6 to the Agreement), the Class Notice will inform members of the Settlement Class of their options for opting-out of or objecting to the Settlement, the time and location of the Fairness Hearing, the pertinent terms of the Settlement, and how to obtain additional information. The language of the proposed Notice is plain and easy to understand and provides neutral and objective information about the nature of the Settlement. *See generally* Decl. of Cameron Azari, Esq. on Settlement Notice Plan (Exhibit C to this motion).

Accordingly, the proposed plan to disseminate Class Notice satisfies due process requirements. *See, e.g., Hanlon v. Palace Enmt. Holdings, LLC*, Civ. A. No. 11-987, 2012 U.S. Dist. LEXIS 364, at *17 (W.D. Pa. Jan. 3, 2012) (use of summary notice via email or postcard, based on defendant’s databases, “provides a direct avenue to the persons most likely to be potential class members. The court finds this is the best notice practicable under the circumstances.”); *Esslinger v. HSBC Bank Nevada, N.A.*, Civ. A. No. 10-3213, 2012 U.S. Dist. LEXIS 165773, at *19 (E.D. Pa. Nov. 2012) (“[F]irst-class mail and publication regularly have

been deemed adequate under the stricter notice requirements . . . of Rule 23(c)(2).”) (alteration in original) (quoting *Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d 86, 91 (3d Cir. 1985)).

VII. THE PROPOSED SCHEDULE OF EVENTS

The proposed schedule of events depends on the date this Court may enter a Preliminary Approval Order and schedules a Fairness Hearing. If a Preliminary Approval Order is entered on Friday, July 15, 2016 (for sake of illustration), the parties propose the following deadlines:

Event	Deadline
Deadline for Commencement of Class Notice	Friday, August 19, 2016
Deadline to File Motion for Fee and Service Award Application(s)	Tuesday, September 13, 2016
Deadline for Class Members to Object or to Opt-Out	Monday, October 3, 2016
Deadline to file Motion for Final Approval	Monday, October 24, 2016
Deadline for Class Members to Submit Claims	Wednesday, November 2, 2016
Fairness Hearing	Monday, November 7, 2016

If Preliminary Approval is not granted by July 15, 2016, Class Counsel can propose dates by which the events above will occur.

VIII. CONCLUSION

For the reasons set forth herein, Plaintiff respectfully requests that the Court preliminarily approve the class action settlement, conditionally certify the Settlement Class, approve the proposed notice plan, and schedule a fairness hearing.

Dated: June 24, 2016

BY: /s/ DJS8892

Richard M. Golomb, Esquire

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Kenneth J. Grunfeld, Esquire

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Attorneys for Plaintiff and the Proposed Class

CERTIFICATE OF SERVICE

I, David J. Stanoch, Esquire, hereby certify that on this **24th** day of **June 2016**, a copy of the foregoing Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement was filed and served upon all counsel via operation of the Court's CM/ECF system.

/s/ *DJS8892*

David J. Stanoch, Esquire

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JANELL MOORE, on behalf of herself and all	:	CIVIL ACTION
others similarly situated,	:	
	:	NO. 15-1243-SD
Plaintiff,	:	
	:	
v.	:	
	:	
ANGIE'S LIST, INC.,	:	
	:	
Defendant.	:	
	:	
	:	

CLASS ACTION SETTLEMENT AGREEMENT

I. RECITALS

Plaintiffs Janell Moore, Gary Glick, and Michelle Zygelman (together, “Plaintiffs”) and Defendant Angie’s List, Inc. (“Angie’s List” and, together with Plaintiffs, the “Parties”), in consideration for and subject to the promises, terms, and conditions contained in this Settlement Agreement, hereby stipulate and agree, subject to Court approval pursuant to Federal Rule of Civil Procedure 23, as follows:

WHEREAS, Angie’s List operates a subscription-based online platform providing its members with access to, among other things, (1) consumer-sourced reviews and ratings of individual service providers, (2) an eCommerce marketplace with special promotions available for purchase, and (3) other services designed to assist members.

WHEREAS, Plaintiff Moore joined Angie’s List as a member on December 31, 2012, and continued her membership until December 30, 2013, and rejoined Angie’s List on June 24, 2014, and remained a member until June 23, 2015;

WHEREAS, Plaintiff Zygelman joined Angie’s List as a member on June 1, 2012, and continued her membership on a monthly-basis until July 28, 2015, and subsequently purchased a one-year membership on September 8, 2015, that remains active as of the date of this Settlement Agreement;

WHEREAS, Plaintiff Glick joined Angie’s List as a member on June 17, 2012, and renewed his membership in 2013, 2014, and again in 2015, that remains active as of the date of this Settlement Agreement;

WHEREAS, on March 11, 2015, Plaintiff Janell Moore initiated this putative class action lawsuit against Angie’s List by filing a Complaint alleging, *inter alia*, that (1) Angie’s List does not disclose that it accepts advertising payments from service providers, (2) that the payments by

service providers have an impact on service provider letter grade ratings, the content and availability of reviews about service providers and service provider placement in search-result rankings, and (3) that Angie's List misrepresents that "businesses do not pay" to be on Angie's List when eligible businesses can pay to advertise promotions and discounts through Angie's List;

WHEREAS, Plaintiff Moore and Angie's List engaged in substantial document, written, and deposition discovery;

WHEREAS, during the course of discovery in the above-captioned action, Plaintiff Zygelman filed, on January 15, 2016, an action in the United States District Court for the Northern District of California captioned *Michelle Zygelman v. Angie's List, Inc.*, No. 16-cv-00276-SK (N.D. Cal.), that also included claims with regard to Angie's List's acceptance of revenue from service providers and allegedly related acts, omissions, and misrepresentations;

WHEREAS, on February 1, 2016, Plaintiff Glick initiated an action in the United States District Court for the District of New Jersey captioned *Gary Glick v. Angie's List, Inc.*, No. 16-cv-00546-MCA-MAH (D.N.J.), by filing a complaint substantially similar to the complaint filed by Plaintiff Zygelman;

WHEREAS, on February 23, 2015, the Court in this action granted Plaintiff Moore's and Angie's List's joint request for a continuance of remaining deadlines in the *Moore* litigation to allow the Parties an opportunity to pursue settlement negotiations, including private mediation;

WHEREAS, counsel for the Plaintiffs and counsel for Angie's List mediated before the Honorable James T. Giles (Ret.), including lengthy in-person sessions on April 4, 2016 and April 12, 2016;

WHEREAS, after extensive arm's length negotiations in connection with the mediation before Judge Giles, Plaintiffs and Plaintiffs' Class Counsel, on the one hand, and Angie's List, on the other hand, reached a settlement that was documented in a Memorandum of Understanding ("MOU") executed on April 19, 2016;

WHEREAS, Angie's List's had used a marketing phrase that included words to the effect that businesses "do not pay" and similar language for a time, but frequently in conjunction with additional context, including an explanation that such phrases were intended to mean that service providers cannot pay "to be on Angie's List," and, in many instances, with a link to a page describing service provider advertising;

WHEREAS, Angie's List's use of these marketing phrases substantially ceased by November 2013;

WHEREAS, the Parties, including the representative Plaintiffs who became members during Angie's List's use of these marketing phrases and either rejoined or renewed their membership after Angie's List ceased using these phrases, agree that relatively greater consideration should be provided to individuals who joined during the former period than those who joined after the conclusion of that period;

WHEREAS, Angie's List defended the Actions in part on the grounds that (1) service-provider advertising is disclosed on its website and elsewhere, (2) advertising does not have an impact on a rating or the content or visibility of a review about that service provider, (3) Angie's List discloses that service providers offering promotional coupons are placed at the top of category and keyword search results under the setting on the website in which members sort service providers using a "with coupon" category, and (4) the "businesses don't pay" phrase and other similar language had been used for a time, but frequently in conjunction with important

context, including an explanation intended to mean that service providers cannot pay “to be on Angie’s List,” and, in many instances, with a link to a page describing service-provider advertising;

WHEREAS, Plaintiffs and Plaintiffs’ Class Counsel, having conducted substantial discovery, investigated the facts and underlying events relating to the subject matter of their claims, and carefully analyzed the applicable legal principles, believe based upon their investigation, taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received, that the resolutions and compromises reached between Plaintiffs and Angie’s List, which were initially described in the MOU and set forth in greater detail herein, are fair, reasonable, and adequate and in the best interests of the proposed Settlement Class;

WHEREAS, Angie’s List has denied vigorously and continues to deny vigorously the claims and contentions alleged by Plaintiffs, to deny any wrongdoing, and to deny any liability to Plaintiffs or any members of the putative class, and for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Plaintiffs’ claims and putting to rest all controversies with Plaintiffs and the Settlement Class that were or could have been alleged, and without any admission of liability or wrongdoing whatsoever, desires to enter into this settlement;

WHEREAS, it is agreed between Plaintiffs, on the one hand, and Angie’s List, on the other, that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever,

by Angie's List, or of the truth of any of the claims that the Plaintiffs have asserted against Angie's List;

NOW, THEREFORE, without any admission or concession by Plaintiffs of any lack of merit to their allegations and claims, and without any admission or concession by Angie's List of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, Plaintiffs and Angie's List have agreed that the Actions (defined below) be fully and finally compromised, settled, and released upon the following terms and upon final settlement approval by the Court.

II. TERMS

A. Definitions

1. For purposes of this Settlement Agreement, the following words and terms shall be defined to have the meanings set forth below, and all undefined words and phrases shall have their usual and customary meaning.

a. "Action" means the matter pending before this Court captioned *Janell Moore v. Angie's List, Inc.*, No. 15-cv-01243-SD (E.D. Pa.), and together with any other related cases, including, but not limited to, *Glick v. Angie's List, Inc.*, No. 16-cv-00546-MCA-MAH (D.N.J.) and *Zygelman v. Angie's List, Inc.*, No. 16-cv-00276-SK (N.D. Cal.), collectively are referred to as the "Actions."

b. "Attorneys' Fee and Expense Award" means any and all attorneys' fees, costs, and expenses, including any fees and costs for experts and consultants, but not including any Plaintiffs' Service Awards, that are awarded by the Court for the work performed for the benefit of the members of the Settlement Class by Plaintiffs' Class Counsel or other counsel in the Actions, as further described in Paragraph 83 of this Settlement Agreement.

c. “Claim” means the claim of a Settlement Class Member or his or her or its representative submitted on a Claim Form as provided in this Settlement Agreement.

d. “Claimant” means a Settlement Class Member who has submitted a Claim.

e. “Claim Bar Date” means the deadline by which Settlement Class Members must submit a timely, valid, and complete Claim Form.

f. “Claim Form” means the document in substantially the same form as Exhibit 1 to this Settlement Agreement.

g. “Claim Period” means the time period in which Settlement Class Members may submit a Claim Form for review to the Settlement Administrator. The Claim Period shall run for approximately 110 days from the Preliminary Approval Date.

h. “Class Notice” means the notice program described in Paragraphs 58-64.

i. “Class Settlement Fund” means the account into which Angie’s List deposits the Settlement Payment described in Paragraph 8 of this Settlement Agreement

j. “Court” means the United States District Court for the Eastern District of Pennsylvania.

k. “Defense Counsel” means J. Gordon Cooney, Jr. and Franco A. Corrado of Morgan, Lewis & Bockius LLP.

l. “E-mail Notice” means the E-mail Notice substantially in the form attached hereto as Exhibit 2.

m. “Fairness Hearing” means the hearing that is to take place as provided for in the Preliminary Approval Order for purposes of, among other things: (a) determining whether the settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (b) entering the Final Order and Final Judgment and that, among

other things, dismisses this Action with prejudice; and (c) ruling upon an application by Plaintiffs' Class Counsel for an Attorneys' Fee and Expense Award and for Plaintiffs' Service Awards.

n. "Fee and Service Award Order" means the award relating to the application for an Attorneys' Fee and Expense Award and for any Plaintiffs' Service Awards.

o. "Fee and Service Award Final Date" means the latest date on which any Fee and Service Award Order becomes final. For purposes of this Settlement Agreement: (1) if no appeal has been taken from the Fee and Service Award Order, "Fee and Service Award Final Date" means the date on which the time to appeal from the Fee and Service Award Order has expired; or (2) if any appeal has been taken from the Fee and Service Award Order, "Fee and Service Award Final Date" means the date on which all appeals of the Fee and Service Award Order, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for *certiorari* or any other form of review, have been finally disposed of in a manner that affirms the Fee and Service Award Order; or (3) if Plaintiffs' Class Counsel and Defense Counsel agree in writing, the "Fee and Service Award Final Date" can occur on any other agreed-upon date.

p. "Final Approval Date" means the date on which the Court enters the Final Order and the Final Judgment, or the latter of the two in the event the Final Order and the Final Judgment are not entered on the same date.

q. "Final Order" means the Court's final order approving the settlement and this Settlement Agreement, as described in Paragraph 89 of this Settlement Agreement, which is to be substantially in the form attached hereto as Exhibit 3.

r. "Final Effective Date" means the latest date on which the Final Order and the Final Judgment approving this Settlement Agreement become final. For purposes of this

Settlement Agreement: (1) if no appeal has been taken from either the Final Order or the Final Judgment, “Final Effective Date” means the date on which the time to appeal from the Final Order and the Final Judgment has expired; or (2) if any appeal has been taken from the Final Order or the Final Judgment, “Final Effective Date” means the date on which all appeals of a Final Order or Final Judgment, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for *certiorari* or any other form of review, have been finally disposed of in a manner that affirms a Final Order and Final Judgment; or (3) if Plaintiffs’ Class Counsel and Defense Counsel agree in writing, the “Final Effective Date” can occur on any other agreed-upon date.

s. “Final Judgment” means the Court’s final judgment as described in Paragraph 89 of this Settlement Agreement, which is to be substantially in the form attached hereto as Exhibit 4.

t. “Group A Period” means March 11, 2009 through December 31, 2013.

u. “Group B Period” means January 1, 2014 through the Preliminary Approval Date.

v. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 5.

w. “Objector” means any Settlement Class Member who or which timely and properly submits an objection to this settlement that fully complies in all respects with the criteria set forth in Paragraphs 77 and 78 below.

x. “Operative Class Complaint” means the current Complaint in the above-captioned Action or, if leave to amend is granted, the proposed Amended Complaint submitted

through a motion to amend the Complaint in connection with Plaintiffs' anticipated motion for preliminary approval.

y. "Opt-Out" means any member of the Settlement Class who timely and properly excludes himself or herself from the Settlement Class in a manner that fully complies in all respects with the criteria set forth in Paragraphs 71 to 73 and those exclusion procedures approved by the Court.

z. "Paragraph" or "Paragraphs" means one or more paragraphs of this Settlement Agreement.

aa. "Plaintiffs" means Janell Moore, Gary Glick, and/or Michelle Zygelman.

bb. "Plaintiffs' Service Award" means any incentive or service payments that the Court orders to be paid to any Plaintiff, but not including any Attorneys' Fee and Expense Award or any Settlement Administration Costs.

cc. "Plaintiffs' Class Counsel" means Richard M. Golomb, Ruben Honik, Kenneth J. Grunfeld, and David J. Stanoch of Golomb & Honik; Kirk J. Wolden of Carter Wolden Curtis; and W. Daniel "Dee" Miles, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.

dd. "Postcard Notice" means the Postcard Notice substantially in the form attached hereto as Exhibit 6.

ee. "Preliminary Approval Date" means the date on which the Court enters the Preliminary Approval Order.

ff. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the settlement as outlined in Paragraph 54 of this Settlement Agreement and to be substantially in the form attached hereto as Exhibit 7.

gg. “Release” means the release, waiver, and covenant not to sue set forth and described in Paragraphs 43-53 of this Settlement Agreement and in the Final Order.

hh. “Released Claims” means any and all claims covered by the Release.

ii. “Released Parties” means Angie’s List, together with its affiliates, subsidiaries, shareholders, officers, directors, managers, and representatives and their predecessors, assignees and successors in interest, as well as their respective past, present or future officers, directors, managers, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns, attorneys, and other legal representatives.

jj. “Releasing Parties” means Plaintiffs and all Settlement Class Members and each of their predecessors, successors, assigns, heirs, or executors, as well as their respective past, present or future officers, directors, stockholders, members, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, predecessors, successors, assigns, attorneys, and other legal representatives.

kk. “Settlement Administrator” means Epiq Systems, Inc., which shall effectuate and administer the Class Notice, the exclusion process for Opt-Outs, the Claims process, and distribution(s) to eligible Claimants under the supervision of the Parties and the Court, and which firm is unrelated to and independent of the Plaintiffs, Plaintiffs’ Class Counsel, Angie’s List, and Defense Counsel, within the meaning of Treasury Regulations § 1.468B-1(d) and § 1.468B-3(c)(2)(A).

ll. “Settlement Administration Costs” means the reasonable expenses incurred in the administration of this Settlement Agreement, including the reasonable costs associated with providing Class Notice, determining Settlement Class Member eligibility to submit a Claim,

administering, calculating, and distributing the Class Settlement Fund to eligible Claimants, other fees, expenses, and costs of Claims administration, the fees, expenses, and costs incurred in connection with the taxation of the Class Settlement Fund (including without limitation expenses of tax attorneys and accountants, if any), and other reasonable third-party fees, expenses, and costs incurred by the Settlement Administrator or other consultants retained by agreement of the Parties or by authority of the Court to assist with claims administration in connection with prosecuting, handling, and settling the Actions, and administering the terms of this Settlement Agreement, that are not categorized as an Attorneys' Fee and Expense Award or a Plaintiffs' Service Award.

mm. "Settlement Agreement" means this Class Action Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments.

nn. "Settlement Class" means the class defined for settlement purposes only in Paragraph 4 of this Settlement Agreement.

oo. "Settlement Class Members" or "Settlement Class Member" means a member of the Settlement Class who does not submit a timely and valid request for exclusion from the settlement.

pp. "Settlement Class Period" means the time period between March 11, 2009 and the Preliminary Approval Date.

qq. "Settlement Payment" means the payment described in Paragraph 8 of this Settlement Agreement.

rr. "Settlement Website" means the dedicated website to be established for purposes of this Settlement Agreement, which is described in Paragraph 63 below.

ss. “Taxes” means (1) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, (A) with respect to the income or gains earned by or in respect of the Class Settlement Fund, or (B) by way of withholding as required by applicable law on any distribution by the Settlement Administrator of any portion of the Class Settlement Fund to Settlement Class Members or other persons entitled to such distributions pursuant to this Settlement Agreement.

2. The terms “he or she” and “his or her” include “it” or “its” where applicable, and vice versa.

3. Other capitalized terms used in this Settlement Agreement but not defined in this Section II.A shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

B. Settlement Class

4. Pursuant to the procedure described herein, Plaintiffs will seek, and Angie’s List will not oppose, the Court’s certification of the following class for settlement purposes only:

All persons in the United States who were paying members of Angie’s List at any time between March 11, 2009, and the Preliminary Approval Date.

5. Excluded from the Settlement Class are (i) Angie’s List, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which Angie’s List has a controlling interest, and (ii) judges, justices, magistrates, or judicial officers presiding over the Actions.

6. Plaintiffs will seek, and Angie’s List will not oppose, the Court’s appointment of Richard M. Golomb, Ruben Honik, Kenneth J. Grunfeld, and David J. Stanoch of Golomb & Honik; Kirk J. Wolden of Carter Wolden Curtis; and W. Daniel “Dee” Miles, III of Beasley,

Allen, Crow, Methvin, Portis & Miles, P.C. as Plaintiffs' Class Counsel to represent the Settlement Class.

7. Plaintiffs represent and warrant that they authorized this Settlement Agreement, believe that it is in the best interests of the Settlement Class, and agree to be bound by it. On the basis of these representations, Angie's List will not oppose the Court's appointment of Plaintiffs Janell Moore, Michelle Zygelman, and Gary Glick as representatives of the Settlement Class.

B. Payments To The Class Settlement Fund

8. Angie's List will create the Class Settlement Fund by depositing, into a separately established, interest bearing escrow account subject to an escrow agreement, monies equal to (1) \$1.4 million representing the Group A Monetary Relief and the Group B Monetary Relief pursuant to Paragraphs 19 and 20 below, and (2) subject in all respects to the limitations set forth in Paragraphs 83 to 86 below, the amount of the Fee and Service Award Order (together, the "Settlement Payment").

9. The Class Settlement Fund will be established as being at all times a Qualified Settlement Fund pursuant to Internal Revenue Code § 468B and the Regulations issued thereto.

10. The Settlement Payment shall be paid into the Class Settlement Fund within ten (10) business days after the Final Effective Date; provided, however, that under no circumstances will Angie's List be obligated to make any Settlement Payment pursuant to Paragraph 8 prior to January 3, 2017.

11. Angie's List shall not have any reversionary interest in the Class Settlement Fund, regardless of the number of eligible Claimants, except and only to the extent that (1) any termination rights under this Settlement Agreement are triggered and specifically invoked or (2)

the amount of the Fee and Service Award Order is reduced prior to the Fee and Service Award Final Date, in which case the difference will be returned to Angie's List.

12. Any and all Taxes on the income of the Class Settlement Fund shall be timely paid out of the Class Settlement Fund and without prior Order of the Court.

13. The Parties agree that the Class Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Class Settlement Fund as a Qualified Settlement Fund from the earliest date possible.

14. The Parties agree that the Settlement Administrator shall be responsible for filing federal, state, and local tax returns for the Qualified Settlement Fund and paying from the Class Settlement Fund any Taxes owed with respect to the Qualified Settlement Fund. Furthermore, in accordance with Section 1.468B-2(l)(2) of the Treasury Regulations, the Parties agree that the Settlement Administrator shall be responsible for filing all federal, state, and local information returns and ensure compliance with reporting requirements with regards to any distributions from the Qualified Settlement Fund.

15. In no event shall any of the Released Parties have any obligation, responsibility, or liability arising from or relating to the administration, maintenance, preservation, investment, use, allocation, adjustment, distribution, disbursement, or disposition of any funds in the Class Settlement Fund.

16. The payments described in Paragraph 8 above and the payment of the reasonable cost of Settlement Administration described in Paragraph 68 below shall exhaust and fully satisfy any and all payment obligations under this Settlement Agreement of any Released Party, and shall extinguish entirely any further obligation, responsibility, or liability to pay any notice expenses,

reasonable attorneys' fees, litigation costs, costs of administration, Taxes, settlement sums, or sums of any kind to the Class Settlement Fund, or to the Plaintiffs or other Settlement Class Members, or to any of their respective counsel, experts, advisors, agents, and representatives, all of whom shall look solely to the Class Settlement Fund for settlement and satisfaction of all claims released in this Settlement Agreement.

C. Consideration Provided To Settlement Class Members

17. In addition to all other consideration outlined in this Settlement Agreement, Angie's List agrees to provide the following relief to Plaintiffs and the Settlement Class.

1. Elected Class Relief

18. Settlement Class Members who, in accordance with the process described in Paragraphs 26 and 27 below, submit a timely, valid, and completed Claim Form by the Claim Bar Date, and who provide the required proof and comply with all other conditions and requirements specified herein, may elect to receive a benefit as described in Paragraphs 19 and 20 below. Settlement Class Members shall be limited to either the cash payment described in subsection (a) or the period of membership described in subsection (b) of these Paragraphs.

19. Settlement Class Members who purchased or renewed a membership during the Group A Period will have the option of choosing between the relief described below in subsection (a) or the relief described in subsection (b) (the "Group A Benefit").

a. A cash payment in the estimated amount of \$10.00, provided that the total monetary amount to be paid by Angie's List will not exceed \$966,000.00 (nine hundred sixty-six thousand dollars) (the "Group A Monetary Relief"). In the event that the timely and valid Claims for the Group A Monetary Relief exceed \$966,000.00, the payments to all such eligible claiming Group A Settlement Class Members will be reduced by a *pro*

rata amount. If the timely and valid Claims for the Group A Monetary Relief do not reach \$966,000.00, then the payments to all such eligible claiming Group A Settlement Class Members will be increased on a *pro rata* basis.

b. A period of membership to Angie's List at a level commensurate with their most recent level of paying membership at the time of Preliminary Approval. A former Basic membership will be exchanged for a period of membership at the current Silver tier. A former Premium or Plus membership will be exchanged for a period of membership at the current Gold tier. A Group A Settlement Class Member will be eligible for one (1) free month for each full year he or she paid for membership during the Group A Period, with a minimum benefit of one (1) month for those with less than one (1) year of paying membership during the Group A Period, and a maximum of four (4) months for those with four (4) or more years of paying membership during the Group A Period.

20. Settlement Class Members who purchased or renewed a membership during the Group B Period will have the option of choosing between the relief described below in subsection (a) or the relief described in subsection (b) (the "Group B Benefit").

a. A cash payment in the estimated amount of \$5.00, provided that the total monetary amount to be paid by Angie's List will not exceed \$434,000.00 (four hundred thirty-four thousand dollars) (the "Group B Monetary Relief"). In the event that the timely and valid Claims for the Group B Monetary Relief exceed \$434,000.00, the payments to all such eligible claiming Group B Settlement Class Members will be reduced by a *pro rata* amount. If the timely and valid Claims for the Group B Monetary

Relief do not reach \$434,000.00, then the payments to all such eligible claiming Group B Settlement Class Members will be increased on a *pro rata* basis.

b. A period of membership to Angie's List at a level commensurate with their most recent level of paying membership at the time of Preliminary Approval. A former Basic membership will be exchanged for a period of membership at the current Silver tier. A former Plus or Premium membership will be exchanged for a period of membership at the current Gold tier. A Group B Settlement Class Member will be eligible for one (1) free month for each full year he or she paid for membership during the Group B Period, with a minimum benefit of one (1) month for those with less than one (1) year of paying membership during the Group B Period, and a maximum of two (2) months for those with two (2) or more years of paying membership during the Group B Period.

21. Settlement Class Members who were members during the Group A Period and who also either purchased a new membership or paid to renew a membership during the Group B Period shall be entitled to receive a Group A Benefit and a Group B Benefit; provided, however, that under no circumstances shall eligible Settlement Class Members submitting such a claim for a Group A Benefit and a Group B Benefit (and who elect the free membership option) be eligible for more than four (4) months of free membership in the aggregate.

2. Other Relief

22. No later than 30 days after the Final Effective Date, Angie's List shall amend the introductory paragraph (preceding Section 1) and Sections 1, 10, 12, and 14 of its Membership Agreement (as those sections appear in the version attached to this Settlement Agreement) in conformance with the language set forth in Exhibit 8.

23. No later than 30 days after the Final Effective Date, Angie's List shall amend the publicly available Frequently Asked Questions on its website in conformance with the language set forth in Exhibit 9.

24. Angie's List shall retain the right to modify the language in Exhibits 8 and 9 as appropriate and necessary to accurately reflect modifications to its service, and in no event shall the obligations in Paragraphs 22 and 23 extend for a period greater than five years from the Final Effective Date.

25. For purposes of clarity, nothing in this Settlement Agreement bars Angie's List from revising, supplementing, or modifying any term, provision, or section of its Membership Agreement or the form or content of any Frequently Asked Question provided that the substance of that set forth in paragraphs 22 and 23 is honored.

3. Claim Process And Distribution Of Class Relief

26. Settlement Class Members who elect to receive a Group A Benefit and/or Group B Benefit must submit a timely, valid, and properly completed Claim Form in the form attached hereto as Exhibit 1 on or before the Claim Bar Date in order to receive the benefits described in this Settlement Agreement.

27. A Claim Form is not valid if: (1) it is not submitted by the Claim Bar Date; (2) it is not complete; (3) it is not signed (electronically or otherwise) by or on behalf of the Settlement Class Member identified on the Claim Form; or (4) it does not accurately provide either the e-mail address used for the Settlement Class Member's Angie's List account (if not otherwise known) or the Claimant ID transmitted with the E-mail Notice or Postcard Notice.

28. If the Claim described in the Claim Form satisfies the conditions set forth in this Settlement Agreement, the Claims Administrator will, subject to the procedures set forth herein and based on the eligible Claimant's election of benefits:

- a. Issue a check to the eligible Claimant in the amount of the cash payment to which the eligible Claimant is entitled under Paragraphs 19 to 21 above; or
- b. Direct Angie's List to issue the period of free Angie's List Membership to which the Claimant is entitled under Paragraphs 19 to 21 above.

29. Within 10 business days after the Claim Bar Date, the Settlement Administrator shall issue a written report ("Preliminary Report") to the Parties setting forth, among other things, (a) the total number of Claim Forms received by the Settlement Administrator, (b) the Settlement Administrator's determination as to the total number of valid and timely Claims submitted, and (c) specifying the invalid Claims and the reasons why such Claims are invalid. The copies of the Preliminary Report delivered to the Parties shall be accompanied by electronic copies of all Claim Forms that are the subject of the Settlement Administrator's report.

30. Within 14 business days after their receipt of the Preliminary Report and the Claim Forms, Angie's List and/or Plaintiffs' Class Counsel may comment upon or object to the Preliminary Report in a writing submitted to the Settlement Administrator, with copies concurrently sent to the other Party.

31. The Settlement Administrator will issue a Final Report, taking into account the written comments or objections of the Parties, within 10 business days after its receipt of all written comments or objections from the Parties. Any disputes between the Parties that remain unresolved after issuance of the Final Report will be submitted to the Court (or to a special master or other person appointed by the Court) for a final, non-appealable determination.

32. Should the Settlement Administrator determine in its Final Report that a Claim is not valid, the Settlement Administrator shall promptly give the Claimant electronic notice that the Claim has been denied and the basis for the denial. That Claimant may challenge the denial by providing the Settlement Administrator with written notice that the denial of the Claim is being challenged and the basis for the challenge. Such a challenge must be made within 10 days after the transmission of the electronic notice of denial of the Claim. If the Claimant fails to submit a challenge within such time period, then the Claim shall remain disallowed.

33. If a timely challenge is submitted, the Settlement Administrator shall promptly provide the Parties with a copy of the challenge. If the Parties agree to the challenge, then the Claim shall be accepted by the Settlement Administrator. If the Parties cannot agree on the validity of the challenge within 7 days after their receipt of the challenge, the challenge and any response to the challenge by the Parties shall be submitted to the Court (or to a special master or other person appointed by the Court) for a final and binding determination as to whether the Claim should be accepted, and a copy of the response(s) shall concurrently be sent to the Claimant by the Settlement Administrator. A submission to the Court (or to a special master or other person appointed by the Court) for a final and binding determination of the denied Claim shall be made within 14 days after the receipt by the Parties of the denied Claimant's challenge. Such submission shall be based upon written submissions and no hearing shall be held unless requested by the Court (or special master or other person appointed by the Court). The decision of the Court (or special master or other person appointed by the Court) shall be final and binding and there shall be no right to appeal any such decision.

34. The "Claims Dispute Resolution Date" shall be the later of the expiration of the period for denied Claimants to challenge any denied Claim if no challenge is submitted or the date

the Court (or special master or other person appointed by the Court) decides all disputes to the validity of Claims.

35. The Settlement Administrator shall distribute the monetary payments to eligible Claimants in the form of checks made payable to the Claimant identified on the completed Claim Form. Such checks shall be sent via first-class mail to the address stated on the completed Claim Form. If there are no contested Claims, then payment to eligible Claimants will be made within 15 business days of the date Angie's List deposits the Settlement Payment into the Class Settlement Fund. If there are any contested Claims, then payment to eligible Claimants will be made within 15 business days of the later of the Final Effective Date or the Claims Dispute Resolution Date.

36. Checks issued to eligible Claimants shall be valid for 90 days and then shall automatically expire. After the 90-day check-cashing period expires, the Settlement Administrator shall re-issue checks within 45 days to all eligible Claimants who did not negotiate their initial checks. These checks shall be valid for 90 days and then shall automatically expire. After expiration of any re-issued check (including the time to request reissuance for a lost check), the Settlement Administrator will conduct an escheatment process in accordance with applicable law.

37. Angie's List will e-mail an identification number to the eligible Claimants electing a membership benefit at the e-mail address provided by the Claimant or, if none, at the e-mail address currently on file with Angie's List. The identification number will entitle the Claimant to a free membership period, will be fully transferrable, and will not expire for a period of 2 years (from issuance). The membership may be activated online by following the instructions to be provided without providing any other form of payment or credit card information. For such Claims that are uncontested or allowed, the identification number will be

issued within 30 days after the Final Effective Date; for Claims that are challenged and submitted to the Court for resolution in accordance with the same process set forth in Paragraph 33, the identification number, if any, will be issued within 30 days after the later of the Final Effective Date or the Claims Dispute Resolution Date.

38. A Claimant may challenge the period of free membership calculated by the Settlement Administrator by providing the Settlement Administrator with written notice that the period of membership is being challenged and the basis for the challenge. Such a challenge shall be made within 10 days after the transmission of the e-mail notice described in Paragraph 37.

39. If a timely challenge is submitted, the Settlement Administrator shall promptly provide the Parties with copies of the challenge. If the Parties agree to the challenge, then the adjusted Claim shall be accepted by the Settlement Administrator and Angie's List shall issue an identification number for the additional credited period of membership. If the Parties cannot agree on the validity of the challenge within 7 days after their receipt of the challenge, the challenge and any response to the challenge by the Parties shall be submitted to the Court (or to a special master or other person appointed by the Court) for a final and binding determination as to whether an additional period should be provided, and a copy of the response(s) shall concurrently be sent to the Claimant by the Settlement Administrator. A submission to the Court (or to a special master or other person appointed by the Court) for a final and binding determination of the denied Claim shall be made within 14 days after the receipt by the Parties of the denied Claimant's challenge. Such submission shall be based upon written submissions and no hearing shall be held unless requested by the Court (or special master or other person appointed by the Court). The decision of the Court (or special master or other person appointed by the Court) shall be final and binding and there shall be no right to appeal any such decision.

40. No person shall have any claim against Angie's List, Defense Counsel, Plaintiffs, Plaintiffs' Class Counsel, the Released Parties and/or the Settlement Administrator based on any determinations, distributions, or awards made with respect to any Claim Form. This provision does not affect or limit in any way the right of review by the Court of any disputed Claim Forms as provided in this Settlement Agreement. The applicable dispute procedures set forth in Paragraphs 32, 33, 38, and 39 shall be the sole and exclusive means of resolving disputes based on any determinations, distributions, or awards made with respect to any Claim Form.

41. Plaintiffs' Class Counsel shall not be entitled to any compensation from any Released Party for fees or expenses beyond that provided in Paragraph 83 below, including, without limitation, any fees or expenses incurred in their cooperation in the administration of this Settlement Agreement.

D. Release, Waiver And Covenant Not To Sue

42. The Parties agree to the following release, waiver and covenant not to sue, which shall take effect upon the Final Effective Date.

43. All Releasing Parties agree to release and dismiss with prejudice all claims against the Released Parties, and to grant each the broadest release and covenant not to sue allowed by law, which shall release and unconditionally and forever bar the Releasing Parties from bringing, prosecuting, participating in, and/or recovering for any and all claims, known or unknown, accrued or unaccrued, present or future, that were brought or could have been brought against Angie's List as of the Final Approval Date, that arise, in whole or in part from, or relate in any way to, the subject matter of, or the conduct, omissions, transactions, or occurrences alleged in, or that could have been alleged in, the Complaints filed in Actions, including, without limitation, claims regarding representations, statements, alleged omissions and/or conduct relating in any

way to service-provider ratings, reviews, rankings and/or revenue Angie's List derives from service providers, further including but not limited to service-provider advertising.

44. Plaintiffs and the Settlement Class Members expressly agree that this Release, the Final Order, and the Final Judgment are, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

45. The Releasing Parties shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action, and/or any other matters released through this Settlement Agreement.

46. Plaintiffs and the Settlement Class Members acknowledge that the Releasing Parties may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, Plaintiffs' Class Counsel, Plaintiffs, and the Settlement Class Members in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Releasing Parties and the Actions, except as otherwise stated in this Settlement Agreement.

47. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Settlement Class Members, on behalf of all Releasing Parties, will be deemed by the Final Order and the Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that: **"A GENERAL RELEASE DOES NOT EXTEND TO**

CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” Plaintiffs and the Settlement Class Members, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that the Releasing Parties are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the parties expressly acknowledges that it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the parties hereby expressly waives whatever benefits it may have had pursuant to such section. Plaintiffs acknowledge, and the Releasing Parties shall be deemed by operation of the Final Order and the Final Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the settlement of which this release is a part.

48. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

49. Settlement Class Members submitting a Claim Form represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that such Settlement Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

50. Without in any way limiting its scope, and, except to the extent otherwise specified in the Settlement Agreement, this Release covers by example and without limitation, any and all claims for reasonable attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, and/or disbursements incurred by any attorneys, Plaintiffs' Class Counsel, Plaintiffs, or Settlement Class Members who claim to have assisted in conferring the benefits under this settlement upon the Settlement Class.

51. Plaintiffs and Plaintiffs' Class Counsel hereby agree and acknowledge that all provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Order and incorporated into any Final Judgment entered by the Court.

52. Plaintiffs and the Settlement Class Members expressly agree that, upon the Final Effective Date, this Release and the Final Order and Final Judgment are, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding by Releasing Parties encompassed by this Release.

53. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

E. Preliminary Approval

54. As soon as is practicable following the signing of this Settlement Agreement by all parties, but not later than noon on June 24, 2016, and separately from any motions for an Attorneys' Fee and Expense Award or for Plaintiffs' Service Awards, Plaintiffs and Plaintiffs' Class Counsel will request, and Angie's List will not oppose, the entry by the Court of a Preliminary Approval Order (substantially in the form attached at Exhibit 7):

a. Finding that the requirements for provisional certification of the Settlement Class have been satisfied, appointing Plaintiffs as the representatives of the Settlement Class, and Plaintiffs' Class Counsel as counsel for the Settlement Class, and preliminarily approving the settlement as being within the range of reasonableness such that the Class Notice should be sent to the members of the Settlement Class;

b. Approving the Class Notice and directing that it shall be given as set forth in Paragraphs 58 to 64 of this Settlement Agreement;

- c. Scheduling the Fairness Hearing not earlier than 115 days following the Preliminary Approval Date;
- d. Appointing the Settlement Administrator;
- e. Finding that the Class Settlement Fund is to be a “Qualified Settlement Fund” as defined in Section 1.468B-1(c) of the Treasury Regulations;
- f. Providing that Settlement Class Members will have until the Claim Bar Date to submit Claim Forms;
- g. Providing that any objections by any Settlement Class Member shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Class Notice and the Preliminary Approval Order, such Settlement Class Member follows the procedures set forth in this Settlement Agreement and approved by the Court;
- h. Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the settlement and/or in response to any valid and timely objections;
- i. Providing that all Settlement Class Members will be bound by the Final Order and the Final Judgment unless such member of the Settlement Class timely submits to the Settlement Administrator a valid written request for exclusion in accordance with this Settlement Agreement and the Class Notice;
- j. Providing that, pending the Fairness Hearing and the Final Effective Date, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement, shall be stayed;

k. Providing that, pending the Fairness Hearing, Plaintiffs, or any of them, and all Settlement Class Members, are enjoined from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against any of the Released Parties; and

l. Issuing other related orders to effectuate the preliminary approval of the Settlement Agreement.

55. Contemporaneously with moving for preliminary approval, Plaintiff Moore shall file a motion for leave to amend the Complaint in this Action to add Plaintiffs Glick and Zygelman for purposes of facilitating the settlement. Angie's List will not oppose this motion. Plaintiffs Glick and Zygelman shall move to dismiss or otherwise withdraw the pending cases in California and New Jersey without prejudice on or within two (2) business days of the motion for leave to amend being granted.

56. Following the entry of the Preliminary Approval Order, the Class Notice shall be given in the manner directed and approved by the Court. The Parties agree that the methods of Class Notice described in this Settlement Agreement are valid and effective, that they provide reasonable notice to the Settlement Class, and that they represent the best practicable notice under the circumstances.

57. Upon entry of the Preliminary Approval Order, Plaintiffs, Plaintiffs' Class Counsel, Angie's List, and Defense Counsel agree to use reasonable and good faith efforts to effectuate the Court's final approval of this Settlement Agreement, including filing the necessary motion papers and scheduling any necessary hearings for a date and time that are convenient for the Court.

F. Class Notice And Administration

58. Class Notice will be accomplished through a combination of E-Mail Notice, Postcard Notice, and notice through the Settlement Website, each of which is described below, as specified in the Preliminary Approval Order, in order to comply with all applicable laws, including, but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law, or rule.

59. Within 15 days after entry of the Preliminary Approval Order, Angie's List will furnish the Settlement Administrator with a list of all members of the Settlement Class identified through Angie's List's membership records.

60. Within 21 days following the Court's entry of the Preliminary Approval Order, but before dissemination of the E-mail Notice, the Settlement Administrator shall establish the dedicated Settlement Website (further described below), Post Office Box, and toll-free telephone line for providing notice and information to the members of the Settlement Class.

61. Beginning not later than 35 days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the E-mail Notice substantially in the form attached hereto as Exhibit 2 to each member of the Settlement Class at the most recent e-mail address on record at Angie's List.

62. For any such e-mail transmission that the Settlement Administrator determines is undeliverable, the Settlement Administrator will send a Postcard Notice substantially in the form attached hereto as Exhibit 6 by first-class mail, postage prepaid, to the last known mailing address of such members of the Settlement Class as reflected in Angie's List's records. An email shall be considered "undeliverable" if the Settlement Administrator sends the email and subsequently receives a message from the recipient's Simple Mail Transfer Protocol ("SMTP")

service that confirms the email was not delivered. The Postcard Notice will be sent by the Settlement Administrator within 7 days after receiving a report identifying “undeliverable” emails.

63. Both the E-mail Notice and Postcard Notice shall direct members of the Settlement Class to the dedicated Settlement Website maintained by the Settlement Administrator. The Settlement Website will contain, among other things, the Settlement Agreement, a sample Claim Form, a Long-Form Notice substantially in the form attached hereto as Exhibit 5, any application for an Attorneys’ Fee and Expense Award and Plaintiffs’ Service Awards, and such other materials, in .pdf format, as would be necessary or appropriate to reasonably inform members of the Settlement Class with regard to the settlement.

64. In addition to its availability on the Settlement Website, the Settlement Administrator shall send the Long Form Notice via first-class mail and/or e-mail to those persons who request it in writing or through the toll-free telephone number.

65. Without limiting the foregoing provisions, the Settlement Administrator shall be responsible for, without limitation: (a) disseminating the E-mail Notice; (b) printing, mailing, or arranging for the mailing of the Postcard Notice; (b) handling returned mail not delivered to members of the Settlement Class; (c) responding to requests for Long Form Notice; (d) receiving and maintaining on behalf of the Court any Settlement Class member correspondence regarding requests for exclusion and/or objections to the settlement; (e) forwarding written inquiries to the Parties for a response, if warranted; (f) establishing a post-office box for the receipt of any correspondence; (g) responding to requests from the Parties; (h) establishing a website to which Settlement Class members may refer for information about the Actions and the settlement; (i) fulfilling any escheatment obligations that may arise; (j) establishing a telephone line to receive

calls from members of the Settlement Class; (k) otherwise implementing and/or assisting with the dissemination of the Class Notice; and (l) carrying out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by the Parties.

66. Not later than 15 days before the date of the Fairness Hearing, Plaintiffs' Class Counsel shall file with the Court a Declaration from the Settlement Administrator containing a list of Opt-Outs, if any, that have excluded themselves from the settlement and outlining the scope, method and results of the Notice Program.

67. Not later than 10 days after the Settlement Agreement is filed with the Court, the Settlement Administrator shall send to any and all appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms. The Parties and their counsel agree to cooperate fully with the Settlement Administrator in order to ensure timely notice is provided by the Settlement Administrator to any and all such appropriate State and Federal officials and to use their best efforts to ensure that the Settlement Administrator timely issues such notice.

68. Reasonable Settlement Administration Costs shall be advanced and paid by Angie's List as reasonably requested by the Settlement Administrator to effectuate administration pursuant to this Settlement Agreement. Neither Plaintiffs, Plaintiffs' Class Counsel, nor the Settlement Class shall have any obligation to advance or pay any Settlement Administration Costs.

69. The Released Parties are not and will not be obligated to compute, estimate, or pay any Taxes on behalf of any Plaintiff, any Settlement Class Member, Plaintiffs' Class Counsel, and/or the Settlement Administrator. As set forth in Paragraph 12 above, applicable Taxes shall be paid from the Class Settlement Fund.

70. If the Settlement Administrator makes a material or fraudulent misrepresentation to, or conceals requested material information from, Plaintiffs' Class Counsel, Angie's List, or any Defense Counsel, then the Party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately, the Parties may agree to remove the Settlement Administrator. Under such circumstances, the other Party (or Parties) shall not unreasonably withhold consent to remove the Settlement Administrator, but removal of the Settlement Administrator shall occur only after Defense Counsel and Plaintiffs' Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Court for resolution.

G. Requests For Exclusion From The Settlement Class

71. Members of the Settlement Class may elect to opt out of the settlement, relinquishing their rights to benefits hereunder.

72. Opt-Outs will not release their claims pursuant to this Settlement Agreement. Any member of the Settlement Class wishing to opt out of the settlement must send to the Settlement Administrator, by U.S. Mail using the contact information identified in the notice materials, the Opt-Out Form attached as Exhibit 10 and available on the Settlement Website. If the member of the Settlement Class chooses not to use the Opt-Out Form, then he or she must send a signed letter including their name, address, and telephone number and providing a clear and unequivocal statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the settlement. In the event the Opt-Out Form is not used, any statement or

submission purporting or appearing to be both an objection and opt-out shall be treated as an opt-out.

73. Any request for exclusion or to opt out must be postmarked on or before the opt-out deadline provided in the Court's Preliminary Approval Order. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

74. Any Opt-Out may not file an objection to the settlement or a Claim Form and shall be deemed to have waived any rights to object to the settlement or to receive benefits under this Settlement Agreement.

75. Not later than 7 business days after the opt-out deadline, the Settlement Administrator shall provide to Plaintiffs' Class Counsel and Defense Counsel a complete list of Opt-Outs together with copies of the opt-out requests and any other related information.

76. Any member of the Settlement Class who does not submit a valid and timely written request for exclusion as provided in Paragraphs 72 and 73 shall be bound by all subsequent proceedings, orders and judgments in this Action, including, but not limited to, the Release, the Final Order, and the Final Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against any Released Party relating to the Released Claims.

H. Objections To The Settlement

77. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of any aspect of the settlement, the request for an Attorneys' Fee and Expense Award, or any Plaintiffs' Service Awards, must deliver to Plaintiffs' Class Counsel and Defense Counsel (using the contact information identified in Paragraph 113 below) and file

with the Court, so that it is received by each on or before the date ordered by the Court, a written statement setting forth and identifying the aspect of the settlement, request for an Attorneys' Fee and Expense Award, or Plaintiffs' Service Awards being challenged and that Settlement Class Member's specific grounds for the objection, along with any supporting brief and information. Any such objection shall include a statement of whether the Objector intends to appear and argue at the Fairness Hearing. Objectors may prepare, file, and serve the written objection and any supporting brief on their own or through an attorney retained at their own expense. The objection must include sufficient information for the Parties to determine that the Objector falls within the definition of the Settlement Class.

78. Any Objector who files and serves a timely written objection may appear at the Fairness Hearing, either in person at their own expense or through personal counsel hired at the Objector's expense, to object to the fairness, reasonableness, or adequacy of any aspect of the settlement on the basis set forth in his or her objection. As noted above, Objectors or their attorneys who intend to make an appearance at the Fairness Hearing must state their intention to appear in the objection delivered to Plaintiffs' Class Counsel and Defense Counsel and filed with the Court in accordance with Paragraph 77.

79. Any Settlement Class Member who fails to comply with the provisions of Paragraphs 77 and 78 shall waive and forfeit any and all rights that he or she may have to appear separately and/or to object to the settlement, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Actions, including, but not limited to, the Release, the Final Order, and the Final Judgment.

80. The exclusive means for any challenge to this settlement shall be through the provisions of Paragraphs 77 and 78. Without limiting the foregoing, any challenge to the

settlement, the Final Order, the Final Judgment, or any Fee and Service Award Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

81. Objectors shall be entitled to all of the benefits of the settlement if this Settlement Agreement and the terms contained herein are approved, as long as the Objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely and complete submission of a Claim Form and other requirements herein.

I. Attorneys' Fee And Expense Awards And Plaintiffs' Service Awards

82. After agreeing to the principal terms set forth in this Settlement Agreement and the structure of relief for the Settlement Class, Plaintiffs' Class Counsel and Defense Counsel negotiated the maximum amount of any Attorneys' Fee and Expense Award and any Plaintiffs' Service Award that Plaintiffs' Class Counsel and Plaintiffs would seek, subject to the approval of the Court.

83. Although the reimbursement of litigation costs and the attorneys' fee amount to which Plaintiffs' Class Counsel may be entitled shall be determined by the Court, Angie's List agrees that it will not oppose any application for an order that Angie's List pay Plaintiffs' Class Counsel for reimbursement of litigation costs and fees up to the amount of \$937,500.00 (nine hundred, thirty-seven thousand, five hundred dollars).

84. Plaintiffs' Class Counsel shall have the discretion to allocate any Attorneys' Fee and Expense Award among themselves and any other law firms who represented Plaintiffs in the Actions in a manner that Plaintiffs' Class Counsel in good faith believes reflects the contributions of each to the prosecution and settlement of the claims against Angie's List in the Actions. Under no circumstances will Angie's List be liable to Plaintiffs' Class Counsel, or any

other attorney or law firm, for, because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees made in accordance with this Settlement Agreement; and Plaintiffs' Class Counsel, and each of them, release Angie's List from any and all disputes or claims because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs made in accordance with this Settlement Agreement.

85. Plaintiffs' Class Counsel may also petition the Court for Plaintiffs' Service Awards in the following amounts, reflecting each Plaintiff's contributions in terms of time, effort, and risk incurred in connection with the Actions and for each Plaintiff's efforts undertaken on behalf of the Settlement Class in an aggregate amount not to exceed \$12,500.00 and distributed as follows: \$7,500 (seven thousand, five hundred dollars) for Janell Moore; \$2,500 (two thousand, five hundred dollars) for Gary Glick; and \$2,500 (two thousand, five hundred dollars) for Michelle Zygelman. These amounts are separate and apart from these Plaintiffs' ability to submit a Claim Form for an elected benefit as Settlement Class Members. For avoidance of doubt, the Plaintiffs' Service Awards are to be paid separate and apart from any Attorneys' Fee and Expense Award.

86. The proceedings for the Court to determine the amount of any Attorneys' Fee and Expense Award and any Plaintiffs' Service Award, and the Court's award of such attorneys' fees, expenses, or service awards, are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement.

87. Any Fee and Service Award Order shall be set forth in an order separate from the Final Order and the Final Judgment so that any appeal of the Fee and Service Award Order shall not constitute an appeal of the Final Order or the Final Judgment. Any order or proceedings relating solely to the application for an Attorneys' Fee and Expense Award or for any Plaintiffs'

Service Awards, or any appeal solely from any Fee and Service Award Order, or reversal or modification of any such Fee and Service Award Order, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Final Effective Date.

88. Any Attorneys' Fee and Expense Award or Plaintiffs' Service Payment awarded by the Court shall be paid from the Class Settlement Fund within five (5) business days after the later of the date the Settlement Payment is made into the Class Settlement Fund or the Fee and Service Award Final Date. Plaintiffs' Class Counsel and Plaintiffs shall provide Angie's List with properly completed W-9 Forms prior to such payment.

J. Final Approval

89. Separately from any motions for an Attorneys' Fee and Expense Award or any Plaintiffs' Service Awards, Plaintiffs and Plaintiffs' Class Counsel agree to file with the Court, and Angie's List will not oppose, a motion and supporting papers seeking final approval of this Settlement Agreement and for the entry of a Final Order and a Final Judgment substantially in the forms attached hereto as Exhibits 3 and 4:

a. Determining that the Court has personal jurisdiction over all Plaintiffs and Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in this Action, and that venue is proper;

b. Finally approving the Settlement Agreement and settlement as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23;

c. Finally approving and certifying the Settlement Class for settlement purposes only;

d. Finding that the Class Notice and dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States

Constitution, and was fair, adequate, and sufficient, as the best practicable notice under the circumstances, and as reasonably calculated to apprise members of the Settlement Class of the Actions, the Settlement Agreement, their objection rights, and their exclusion rights;

e. Dismissing the Action with prejudice and without costs (except as provided for herein as to costs);

f. Incorporating the Release set forth in the Settlement Agreement and making the Release effective as of the Final Approval Date;

g. Listing all Opt-Outs;

h. Certifying that the notification requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been met;

i. Authorizing the Parties to implement the terms of the Settlement Agreement;

j. Permanently enjoining Plaintiffs and all other Settlement Class Members and those subject to their control, from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on their behalf, any Released Claims against the Released Parties;

k. Retaining jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Order, and the Final Judgment, and for any other necessary purpose; and

l. Issuing related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

K. Modification Or Termination Of This Settlement Agreement

90. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and the Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Settlement Class Members under this Settlement Agreement.

91. This Settlement Agreement shall terminate at the discretion of either Angie's List or the Plaintiffs and Plaintiffs' Class Counsel, or all of them, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement, or the proposed settlement relating to the terms of relief to the Settlement Class, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Settlement Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows, or expands, any portion of the Final Order or the Final Judgment, or any of the Court's findings of fact or conclusions of law relating to the terms of relief to the Settlement Class, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Settlement Class, and/or the terms of the Release. The Parties must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Paragraph, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. Upon such termination, the Parties will be returned to their positions *status quo ante*.

92. Neither Plaintiffs nor Plaintiffs' Class Counsel shall have the right to terminate the Settlement Agreement or otherwise affect or delay the finality of the Final Order or the Final Judgment based on any finding, ruling, holding, or proceeding relating to any Attorneys' Fee and Expense Award, Plaintiffs' Service Award, or related Fee and Service Award Order, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to any of them or reversal or modification of any of them.

93. Angie's List will have the right (but not the obligation) to terminate the settlement if 500 or more members of the Settlement Class elect to opt out of the settlement.

94. If an option to withdraw from and terminate this Settlement Agreement arises under the preceding Paragraph, then Angie's List must inform Plaintiffs' Class Counsel in writing within five (5) business days of receiving the final Opt-Out report from the Settlement Administrator. Failure to exercise such option within that time period will constitute a termination of the option. Angie's List is not required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

95. If, but only if, this Settlement Agreement is terminated pursuant to Paragraphs 91 or 93 above or the Final Effective Date does not occur, then this Settlement Agreement shall be null and void and shall have no force or effect and no Party to this Settlement Agreement shall be bound to any of its terms, except as follows:

a. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement Agreement lifted;

b. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Angie's List, Plaintiffs, or any member of the Settlement Class, all of whom shall be restored to their respective positions

existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights is prejudiced by the settlement negotiations and proceedings;

c. Plaintiffs and all other members of the Settlement Class, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification;

e. The Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the Actions or any other proceeding, including without limitation, any argument or position opposing class certification, liability, or damages;

f. Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or member of the Settlement Class pursuant to this Settlement Agreement, shall be admissible or entered into evidence for any purpose whatsoever in any proceeding; and

g. Any settlement-related order(s) or judgment(s) entered in the Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect.

L. Continuing Jurisdiction

96. The Court will retain continuing jurisdiction over Plaintiffs, the Settlement Class Members, Plaintiffs' Class Counsel, and Angie's List to implement, administer, consummate, and enforce this Settlement Agreement, the Final Order, and the Final Judgment.

97. All proceedings with respect to the administration, processing, and determination of Claim Forms, or with respect to any Attorneys' Fee and Expense Award, Plaintiffs' Service Awards, or Fee and Service Award Order described in this Settlement Agreement, and the determination of all controversies relating thereto, shall be subject to the continuing jurisdiction of the Court.

98. Angie's List, Plaintiffs' Class Counsel, and Plaintiffs agree, and Settlement Class Members will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the resolution of any matter covered by this Settlement Agreement, the Release, the Final Order, or the Final Judgment, or the applicability of this Settlement Agreement, the Release, the Final Order, or the Final Judgment.

99. All applications to the Court with respect to any aspect of this Settlement Agreement, the Release, the Final Order, or the Final Judgment shall be presented to and be determined by United States District Court, Judge Stewart Dalzell, for resolution, or, if he is not available, any other District Court Judge designated by the Court.

100. In the event that the provisions of this Settlement Agreement, the Release, or the Final Order or the Final Judgment are asserted by any Released Party as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action, or proceeding by any Releasing Party or any other person or entity covered by the Release, it is hereby agreed that the Released Parties shall be entitled to an immediate stay of

that suit, action, or proceeding until after the Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions, and no further judicial review of such order or judgment is possible.

M. GENERAL MATTERS AND RESERVATIONS

101. Angie's List has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Actions. Angie's List believes that it has valid and complete defenses to the claims asserted against it in the Actions and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Actions. Nonetheless, Angie's List has concluded that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

102. The Parties agree to work cooperatively with one another with respect to the issuance of any press releases or responses to media inquiries concerning this Settlement Agreement or the settlement. Such cooperation shall include, at a minimum, sharing press releases in advance of their issuance.

103. Except as otherwise previously agreed, the Parties and their counsel agree to keep the contents of this Settlement Agreement confidential until the date on which the motion for preliminary approval is filed; provided, however, that the Parties may disclose the settlement on a confidential basis to their respective directors, officers, employees, affiliates, members, equityholders, lenders, debtholders, accountants, attorneys, testimonial experts in this matter, independent auditors and other professional advisors and consultants. In the event that Angie's

List determines and/or its auditors determine that public disclosure of any portion of this settlement is required, Angie's List shall be free to make such disclosure as it deems necessary and appropriate.

104. With respect to documents produced by the Parties in the Action, the Final Effective Date shall constitute the "Final Disposition" for purposes of Section 15 of the Stipulated Protective Order entered in this Action.

105. Plaintiffs' Class Counsel represent that: (1) they are authorized by Plaintiffs to enter into this Settlement Agreement with respect to the claims in the Actions; and (2) they are seeking to protect the interests of the Settlement Class.

106. Plaintiffs and Plaintiffs' Class Counsel further represent that Plaintiffs: (1) have agreed to serve as representatives of the Settlement Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Plaintiffs' Class Counsel to the extent possible given the Stipulated Protective Order in this case; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Plaintiffs' Class Counsel and have agreed to its terms; (6) have consulted with Plaintiffs' Class Counsel about the Actions and this Settlement Agreement and the obligations imposed on representatives of the Settlement Class; (7) have authorized the execution of this Settlement Agreement; (8) shall remain and serve as representatives of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance

with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Settlement Class; and (9) believe the settlement to be in the best interests of the Settlement Class.

107. Angie's List represents and warrants that the individual executing this Settlement Agreement is authorized to enter into this Settlement Agreement on its behalf.

108. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Plaintiffs, Plaintiffs' Class Counsel, Angie's List, and Defense Counsel. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

109. The Parties further acknowledge that they are executing this Settlement Agreement after independent investigation and without fraud, duress, or undue influence.

110. The Parties further acknowledge that they are not entering into the Settlement Agreement based on any statement or representation that is not included within this Settlement Agreement.

111. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed settlement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the

tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

112. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the Commonwealth of Pennsylvania notwithstanding its conflict of law provisions.

113. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Angie's List or to Defense Counsel, then to:

J. Gordon Cooney, Jr.
Franco A. Corrado
MORGAN LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
E-mail: gordon.cooney@morganlewis.com
franco.corrado@morganlewis.com

If to Plaintiffs or to Plaintiffs' Class Counsel, then to:

Ruben Honik, Esq.
David J. Stanoch, Esq.
GOLOMB & HONIK, P.C.
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Email: rhonik@golombhonik.com
dstanoch@golombhonik.com

114. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, exclude the day of the event that triggers the period; count every day, including intermediate Saturdays, Sundays, and legal holidays; and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the

period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday. Unless the court orders otherwise, if the clerk's office is inaccessible on the last day for filing, then the time for filing is extended to the first accessible day that is not a Saturday, Sunday, or legal holiday. Unless a different time is set by a statute, local rule, or court order, the last day ends for electronic filing, at midnight in the court's time zone; and for filing by other means, when the clerk's office is scheduled to close. The "next day" is determined by continuing to count forward where the period is measured after an event and backward when measured before an event. As used in this Section, "legal holiday" means a day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day, any day declared a holiday by the President or Congress, and for periods that are measured after an event, any other day declared a holiday in Pennsylvania.

115. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

116. Neither the Settlement Class, Plaintiffs, Plaintiffs' Class Counsel, Angie's List, nor Defense Counsel shall be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

117. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, in any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties, their counsel, or the Released Parties. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the Settlement Class or as a waiver by the Released Parties, Plaintiffs, or the Settlement Class of any applicable privileges, claims or defenses.

118. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

119. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

120. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party

with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

121. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

122. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Angie's List and Plaintiffs' Class Counsel, on behalf of Plaintiffs and the Settlement Class, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

123. All headings used in this Settlement Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Settlement Agreement.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the signatories below have read and understood this Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Settlement Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

BY _____
JANELL MOORE
PLAINTIFF

DATE: June __, 2016

BY _____
GARY GLICK
PLAINTIFF

DATE: June __, 2016

BY _____
MICHELLE ZYGELMAN
PLAINTIFF

DATE: June __, 2016

BY _____
RUBEN HONIK
GOLOMB & HONIK, PC
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
KIRK J. WOLDEN
CARTER WOLDEN CURTIS
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
W. DANIEL "DEE" MILES, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
TOM FOX
CHIEF FINANCIAL OFFICER
ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
J. GORDON COONEY, JR.
MORGAN, LEWIS & BOCKIUS LLP
COUNSEL FOR ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
JANELL MOORE
PLAINTIFF

DATE: June __, 2016

BY _____
GARY GLICK
PLAINTIFF

DATE: June __, 2016

BY _____
MICHELLE ZYGELMAN
PLAINTIFF

DATE: June __, 2016

BY _____
RUBEN HONIK
GOLOMB & HONIK, PC
PLAINTIFFS' CLASS COUNSEL


DATE: June __, 2016

BY _____
KIRK J. WOLDEN
CARTER WOLDEN CURTIS
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
W. DANIEL "DEE" MILES, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY  _____
THOMAS R. FOX
CHIEF FINANCIAL OFFICER
ANGIE'S LIST, INC.

DATE: June 24, 2016

BY _____
J. GORDON COONEY, JR.
MORGAN, LEWIS & BOCKIUS LLP
COUNSEL FOR ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
JANELL MOORE
PLAINTIFF

DATE: June __, 2016

BY _____
GARY GLICK
PLAINTIFF

DATE: June __, 2016

BY _____
MICHELLE ZYGELMAN
PLAINTIFF

DATE: June __, 2016

BY _____
RUBEN HONIK
GOLOMB & HONIK, PC
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
KIRK J. WOLDEN
CARTER WOLDEN CURTIS
PLAINTIFFS' CLASS COUNSEL

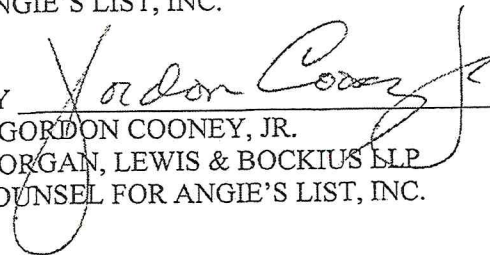
DATE: June __, 2016

BY _____
W. DANIEL "DEE" MILES, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
TOM FOX
CHIEF FINANCIAL OFFICER
ANGIE'S LIST, INC.

DATE: June __, 2016

BY  _____
J. GORDON COONEY, JR.
MORGAN, LEWIS & BOCKIUS LLP
COUNSEL FOR ANGIE'S LIST, INC.

DATE: June 24, 2016

BY _____
JANELL MOORE
PLAINTIFF

DATE: June __, 2016

BY _____
GARY GLICK
PLAINTIFF

DATE: June __, 2016

BY _____
MICHELLE ZYGELMAN
PLAINTIFF

DATE: June __, 2016

BY _____
RUBEN HONIK
GOLOMB & HONIK, PC
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
KIRK J. WOLDEN
CARTER WOLDEN CURTIS
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY Dee Miles
W. DANIEL "DEE" MILES, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
PLAINTIFFS' CLASS COUNSEL

DATE: June 23, 2016

BY _____
TOM FOX
CHIEF FINANCIAL OFFICER
ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
J. GORDON COONEY, JR.
MORGAN, LEWIS & BOCKIUS LLP
COUNSEL FOR ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
JANELL MOORE
PLAINTIFF

DATE: June __, 2016

BY  _____
GARY GLICK
PLAINTIFF

DATE: June 22, 2016

BY _____
MICHELLE ZYGELMAN
PLAINTIFF

DATE: June __, 2016

BY _____
RUBEN HONIK
GOLOMB & HONIK, PC
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
KIRK J. WOLDEN
CARTER WOLDEN CURTIS
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
W. DANIEL "DEE" MILES, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
TOM FOX
CHIEF FINANCIAL OFFICER
ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
J. GORDON COONEY, JR.
MORGAN, LEWIS & BOCKIUS LLP
COUNSEL FOR ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
JANELL MOORE
PLAINTIFF

DATE: June __, 2016

BY _____
GARY GLICK
PLAINTIFF

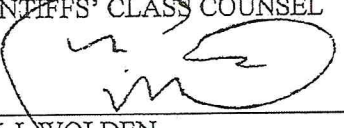
DATE: June __, 2016

BY  _____
MICHELLE ZYGELMAN
PLAINTIFF

DATE: June 23, 2016

BY _____
RUBEN HONIK
GOLOMB & HONIK, PC
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY  _____
KIRK J. WOLDEN
CARTER WOLDEN CURTIS
PLAINTIFFS' CLASS COUNSEL

DATE: June 23, 2016

BY _____
W. DANIEL "DEE" MILES, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
PLAINTIFFS' CLASS COUNSEL

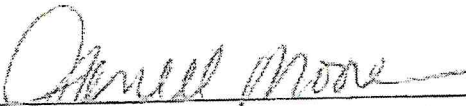
DATE: June __, 2016

BY _____
TOM FOX
CHIEF FINANCIAL OFFICER
ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
J. GORDON COONEY, JR.
MORGAN, LEWIS & BOCKIUS LLP
COUNSEL FOR ANGIE'S LIST, INC.

DATE: June __, 2016

BY 
JANELI MOORE
PLAINTIFF


DATE: June 23, 2016

BY _____
GARY GLICK
PLAINTIFF

DATE: June __, 2016

BY _____
MICHELLE ZYGELMAN
PLAINTIFF

DATE: June __, 2016

BY 
RUBEN HONIK
GOLOMB & HONIK, PC
PLAINTIFFS' CLASS COUNSEL

DATE: June 24, 2016

BY _____
KIRK J. WOLDEN
CARTER WOLDEN CURTIS
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
W. DANIEL "DEE" MILES, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
PLAINTIFFS' CLASS COUNSEL

DATE: June __, 2016

BY _____
TOM FOX
CHIEF FINANCIAL OFFICER
ANGIE'S LIST, INC.

DATE: June __, 2016

BY _____
J. GORDON COONEY, JR.
MORGAN, LEWIS & BOCKIUS LLP
COUNSEL FOR ANGIE'S LIST, INC.

DATE: June __, 2016

EXHIBIT 1

Moore, et al. v. Angie's List, Inc. Claim Form

Must Be Submitted By: [date]

CLAIMANT INFORMATION

LAST NAME:

FIRST NAME:

E-MAIL ADDRESS USED
FOR YOUR ANGIE'S
LIST ACCOUNT OR
YOUR CLAIMANT ID:E-MAIL ADDRESS FOR
FUTURE SETTLEMENT
COMMUNICATIONS:(Enter if different from Angie's List
account e-mail address.)

(This will be used to verify your claim.)

SELECTED RELIEF

Please complete this Claim Form to submit a Claim. First, select the period or periods for which you paid to purchase or renew an Angie's List Membership. Second, for each such period selected, choose whether you want to receive a cash payment or membership benefit. You may select only a single benefit (i.e., cash payment or period of membership). Finally, complete the certification below.

<i>Group A Eligibility Period</i>	<i>Cash Payment</i>	<i>Period of Membership</i>
<input type="checkbox"/> Purchased or renewed membership during Group A Period (March 11, 2009 through December 31, 2013)	<input type="checkbox"/> Estimated Cash Payment of \$10.00.*	<input type="checkbox"/> One Month of Membership for Each Full Year of Paid Membership During Group A Period, Up to a Maximum of Four (4) Months of Membership at Your Most Recent Level of Paying Membership as of [Preliminary Approval Date].
<i>Group B Eligibility Period</i>	<i>Cash Payment</i>	<i>Period of Membership</i>
<input type="checkbox"/> Purchased or renewed membership during Group B Period (January 1, 2014 through [Preliminary Approval Date])	<input type="checkbox"/> Estimated Cash Payment of \$5.00.*	<input type="checkbox"/> One Month of Membership for Each Full Year of Paid Membership During Group B Period, Up to a Maximum of two (2) Months at Your Most Recent Level of Paying Membership as of [Preliminary Approval Date].

*** Those selecting a cash payment option must supply a valid mailing address below. Note that the actual cash payment will be subject to a *pro rata* adjustment upwards or downwards depending on the number of eligible Settlement Class Members who select the cash option.**

Street:

Apt/Suite:

City, State, Zip Code:

Telephone Number:

CERTIFICATION

1. I certify that I am a member of the Settlement Class, and have not requested exclusion from the settlement.
2. I certify that I was not aware at the time I purchased my Angie's List membership that Service Providers could pay Angie's List to advertise, to offer promotions and/or coupons, or to secure benefits from Angie's List.
3. I understand my Claim is subject to review by the Settlement Administrator and I may be contacted if there are questions about my Claim or additional information is needed to verify my Claim. I also understand that my Claim will be denied if the information I have submitted is incomplete, false, or inaccurate.
4. I certify that the foregoing information supplied by the undersigned is true and correct to the best of my knowledge.

Signature**: _____

Date of Certification: _____ (mm/dd/yyyy)

**If the Claimant is not an individual, or if the Claimant is not the person completing the Certification, please also provide the capacity of the person signing (e.g., Legal Representative, Executor, President, Trustee):

Reminder Checklist:

1. Please electronically sign this Claim Form.
2. Keep a copy of your completed Claim Form for your records.
3. If you move or your name changes, please send your new information to Epiq Systems, Inc. via the Settlement Website.

**REMINDER: SUBMIT OR POSTMARK THIS CLAIM FORM ON OR BEFORE [DATE], OR YOU
CLAIM WILL BE REJECTED**

If you have any questions about this Claim Form visit: www.MoorevALsettlement.com or call the Moore v. Angie's List Settlement Administrator at 1-888-292-9919

EXHIBIT 2

Email Notice

Current or former members of Angie's List, Inc. may benefit from a proposed Class Action Settlement.

A proposed settlement has been reached with Angie's List, Inc. ("Angie's List") in connection with three putative class action lawsuits focusing on Angie's List's acceptance of advertising payments from service providers, and whether those payments affect service providers' letter-grade ratings, reviews, and place in search-result rankings. Angie's List denies Plaintiffs' claims, including denying that advertising revenue can affect ratings or the content of reviews in any way and asserting that it discloses that it receives revenue from certain service providers who are rated highly by members and further discloses that such revenue can affect the order of search-result rankings under certain settings. The Court has not decided who is right. In order to avoid the expense and risks of continuing the lawsuit, the Parties agreed to a proposed class settlement.

Who's Included? You received this email because Angie's List's records show that you may be a member of the Settlement Class. You are a member of the Settlement Class if you were a paying member of Angie's List at any time between March 11, 2009, and **Month Day, 2016**.

What Are the Settlement Terms? Settlement Class Members who submit a timely and valid Claim Form may choose: (1) an estimated cash payment of \$5 and/or \$10 (subject to a possible pro rata adjustment upwards or downwards) depending on the timing of their membership and the number of valid Claims submitted; or (2) one free month of membership to Angie's List for each full year he or she paid for membership during the relevant periods (up to a maximum limit). Angie's List also has agreed to expand upon the disclosures about service provider advertising made in its Frequently Asked Questions on its website and in its Membership Agreement.

How can I get a Payment or Membership Benefit? You can quickly file a Claim online at www.MoorevALsettlement.com or by clicking [here](#). You can also download and print the Claim Form from the website. You must file your Claim Form so that it is received (if submitted electronically) or postmarked (if submitted by mail) by **Month Day, 2016**.

Your Other Options. If you do not want to be legally bound by the settlement, you must exclude yourself by **Month Day, 2016**. If you do not exclude yourself, you will release any claims you may have against Angie's List, as more fully described in the Settlement Agreement, available at the settlement website. You may also object to the settlement by **Month Day, 2016**. The detailed Notice available on the website explains how to exclude yourself or to object. The Court will hold a Hearing on **Month Day, 2016** to consider whether to approve the settlement and a request for payment of attorneys' fees and expenses of no more than \$937,500, and for service awards of \$12,500 to be shared by the three class representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call 1-888-292-9919, or visit the website listed below.

For more information about the settlement, please visit www.MoorevALsettlement.com, which includes a full copy of the Settlement Agreement and a more detailed description of the settlement and other important information. Please check the Settlement Website for updates and further information.

www.MoorevALsettlement.com

1-888-293-9919

SOURCE: United States District Court for the Eastern District of Pennsylvania

EXHIBIT 3

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JANELL MOORE, [GARY GLICK, and
MICHELLE ZYGLEMAN], on behalf of
[themselves] and all others similarly situated,

Plaintiff[s],

v.

ANGIE'S LIST, INC.,

Defendant.

: CIVIL ACTION NO. 15-1243-SD
:
: **[PROPOSED] ORDER GRANTING**
: **FINAL APPROVAL OF CLASS**
: **ACTION SETTLEMENT AND**
: **CERTIFYING SETTLEMENT**
: **CLASS**
:
:
:
:
:

WHEREAS, the Court, having considered the Settlement Agreement dated June 24, 2016 (the "Settlement Agreement"), the Court's [Date], 2016 Order Granting Preliminary Approval of the Class Settlement (Dkt. No. ____), having held a Fairness Hearing on [Date], and having considered all of the submissions and arguments with respect to the settlement, and otherwise being fully informed, and good cause appearing therefore;

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Final Order incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits and the Preliminary Approval Order and its exhibits. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and the accompanying Final Judgment.

2. The Court has jurisdiction over this above-captioned case, and all Parties in the above-captioned Action, including but not limited to, all Settlement Class Members, for all matters relating to this Action and the settlement, including, without limitation, the administration, interpretation, effectuation and/or enforcement of the settlement, the Settlement Agreement, this Final Order, or the Final Judgment.

I. THE SETTLEMENT CLASS

3. In the Preliminary Approval Order, the Court certified the following Settlement Class:

All persons in the United States who were paying members of Angie's List, Inc. at any time between March 11, 2009, and [Preliminary Approval Date].

Excluded from the Settlement Class are (i) Angie's List, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which Angie's List has a controlling interest, and (ii) judges, justices, magistrates, or judicial officers presiding over the Action.

4. Certification of the Settlement Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23.

5. The Court has previously appointed the above-identified Plaintiffs Janell Moore, Gary Glick, and Michelle Zygelman as representatives of the Settlement Class and hereby reaffirms that appointment.

6. The Court has also previously appointed the following Counsel for the Settlement Class ("Plaintiffs' Class Counsel"), and recognizes that they have continued to adequately and fairly represent the Settlement Class:

Richard M. Golomb, Esq.
Ruben Honik, Esq.
David J. Stanoch, Esq.
Golomb & Honik, P.C.
1515 Market Street, Suite 1100
Philadelphia PA 19102

Kirk J. Wolden, Esq.
Carter Wolden Curtis, LLP
1111 Exposition Blvd.
Sacramento, CA 95815

W. Daniel Miles, III
Beasley, Allen, Crow, Methvin
Portis & Miles, P.C.
Beasley Allen Law Firm
218 Commerce St.
Montgomery, AL 36104

II. CLASS NOTICE

7. The record shows, and the Court finds, that the Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Action and the terms of the Settlement Agreement, their rights to exclude themselves from the settlement or to object to any part of the settlement, their rights to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders, the Final Order, and the Final Judgment, whether favorable or unfavorable, on all persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

8. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Fairness Hearing, it is hereby determined that all Settlement Class Members except those Opt-Outs identified on Appendix A are bound by this Final Order and the Final Judgment.

9. The Court further finds that Angie's List provided notice of the settlement to any and all such appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given any and all such appropriate state and federal government officials the requisite ninety (90) day time period to comment or object to the settlement before entering its Final Order and Final Judgment.

III. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

10. The Court finds that the Settlement Agreement was not the result of collusion between Plaintiffs' Class Counsel, Plaintiffs, Angie's List, or Defense Counsel, but instead resulted from extensive arm's length good faith negotiations between Plaintiffs and Angie's List, through experienced counsel, and with the assistance and oversight of James T. Giles, Esq.

11. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the settlement as set forth in the Settlement Agreement and finds that the settlement, the Settlement Agreement, the benefits to the Settlement Class Members, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Settlement Class, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of Plaintiffs' claims and Angie's List's defenses, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and the

Class Action Fairness Act. Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

12. The Court finds that the settlement is fair, reasonable, and adequate in light of the factors set forth in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975), based on the following factors, among other things:

- a. This case was complex, expensive, and time consuming and would have continued to be so through summary judgment and/or trial if the case had not settled;
- b. [To be included if accurate at the time: There were no objections to the settlement by Settlement Class Members];
- c. Because the case settled after significant discovery, Plaintiffs' Class Counsel had a well-informed appreciation of the strengths and weaknesses of their case while negotiating the settlement;
- d. Plaintiffs' Class Counsel and the Settlement Class would have faced numerous and substantial risks in establishing liability and/or damages if they decided to continue to litigation rather than settle;
- e. The settlement amount is well within the range of reasonableness in light of the best possible recovery and the risks the Parties would have faced if the case had continued to verdicts as to both liability and damages;
- f. The settlement also satisfies the additional factors set forth in *In re: Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d 283 (3d Cir. 1998).

Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

13. The Court held a Fairness Hearing, and has considered all objections or comments, timely and proper or otherwise, to the settlement and denies and overrules them as without merit.

IV. DISMISSAL OF CLAIMS, RELEASE, AND INJUNCTION

14. This Action is hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

15. The Court approves the Parties' plan to distribute the Class Settlement Fund, with \$966,000 allocated in full to eligible Claimants who purchased or renewed a membership with Angie's List between March 11, 2009 and December 31, 2013, on a *pro rata* basis as set forth in the Settlement Agreement; and \$434,000 allocated in full to eligible Claimants who purchased or renewed a membership with Angie's List between January 1, 2014 through [the Preliminary Approval Date], on a *pro rata* basis as set forth in the Settlement Agreement.

16. Upon the Final Effective Date, all Releasing Parties agree to release and dismiss with prejudice all claims against the Released Parties, and to grant each the following release and covenant not to sue, which releases and unconditionally and forever bars the Releasing Parties from bringing, prosecuting, participating in, and/or recovering for any and all claims, known or unknown, accrued or unaccrued, present or future, that were brought or could have been brought against Angie's List as of the Final Approval Date, that arise, in whole or in part from, or relate in any way to, the subject matter of, or the conduct, omissions, transactions, or occurrences alleged in, or that could have been alleged in, the Complaints filed in the Actions, including, without limitation, claims regarding representations, statements, alleged omissions and/or

conduct relating in any way to service-provider ratings, reviews, rankings and/or revenue Angie's List derives from service providers, further including but not limited to service-provider advertising (the "Release").

17. The Release shall not pertain to claims relating to conduct occurring or actions taken by any Released Party after the Final Approval Date, except to the extent that such claims are based upon conduct or activity that is required by the terms of this Settlement Agreement.

18. Settlement Class Members have knowingly and voluntarily waived the provisions of Section 1542 of the California Civil Code (to the extent applicable), which provides as follows:

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

Plaintiffs and the Settlement Class Members, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that the Releasing Parties are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever

settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the parties expressly acknowledges that it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the parties hereby expressly waives whatever benefits it may have had pursuant to such section. Plaintiffs acknowledge, and the Releasing Parties shall be deemed by operation of the Final Order and the Final Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the settlement of which this release is a part.

19. The Court orders that, upon the Final Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties. The Court thus hereby permanently bars and enjoins Plaintiffs, all Settlement Class Members, and all persons acting on behalf of, or in concert or participation with such Plaintiffs or Settlement Class Members (including but not limited to the Releasing Parties), from: (a) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based upon or asserting any of the Released Claims against any Released Party; (b) bringing a class action on behalf of Plaintiffs or Settlement Class Members or any Releasing Party, seeking to certify a class that includes Plaintiffs, Settlement Class Members, or any Releasing Party, or continuing to prosecute or participate in any previously filed and/or certified class action, and/or in any lawsuit based upon or asserting any of the Released Claims. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance

of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement Agreement and the Action.

20. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations, or proceedings connected with it, nor any of the documents or statements referred to therein, nor any of the documents or statements generated or received pursuant to the claims administration process, shall be:

- a. offered by any person or received against Angie's List or any Released Party as evidence or construed or deemed as evidence of any presumption, concession, or admission by Angie's List or any Released Party of the truth of the facts alleged by the Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in this Action or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault or wrongdoing of Angie's List or any Released Party;

- b. offered by any person or received against Angie's List or any Released Party as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Angie's List or any Released Party or any other wrongdoing by Angie's List or any Released Party; or

- c. offered by any person or received against Angie's List or any Released Party as evidence of a presumption, concession, or admission with respect to any default, liability, negligence, fault, or wrongdoing, or in any way interpreted, construed, deemed, invoked, offered, received in evidence, or referred to for any other reason against any of

the settling parties, in any civil, criminal, or administrative action or proceeding; provided, however, that nothing contained herein shall prevent the Settlement Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the settlement (or any agreement or order relating thereto), the Final Order, or the Final Judgment, or in which the reasonableness, fairness, or good faith of the Parties in participating in the settlement (or any agreement or order relating thereto) is an issue, or to enforce or effectuate provisions of the settlement, the Final Order, the Final Judgment, or the Release as to Angie's List, the Released Parties, Plaintiffs, or the Settlement Class Members.

V. OTHER PROVISIONS

21. The Court has jurisdiction to enter this Final Order and the accompanying Final Judgment. Without in any way affecting the finality of this Final Order or the Final Judgment, this Court expressly retains exclusive and continuing jurisdiction over the settlement and the Settlement Agreement, including all matters relating to the administration, consummation, validity, enforcement and interpretation of the Settlement Agreement, the Final Order, or the Final Judgment, including, without limitation, for the purpose of:

a. enforcing the terms and conditions of the settlement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, the Final Order, or the Final Judgment (including, whether a person or entity is or is not a Settlement Class Member);

b. entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Order, the Final Judgment, or the Settlement Agreement, or to ensure the fair and orderly administration of the settlement; and

c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement, the Final Order, or the Final Judgment.

22. Without affecting the finality of this Final Order or the Final Judgment, Angie's List and each Settlement Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including any suit, action, proceeding, or dispute relating to the Release provisions herein.

23. The Parties are hereby directed to implement and consummate the settlement according to the terms and provisions of the Settlement Agreement.

24. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court or notice to the Settlement Class, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and the Final Judgment and that do not limit the rights of Settlement Class Members under the Settlement Agreement.

25. In the event that the Final Effective Date does not occur, certification of the Settlement Class shall be automatically vacated and the Final Order and Final Judgment, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

26. The Clerk of the Court is hereby directed to CLOSE THIS FILE.

IT IS SO ORDERED, this ____ day of _____, 2016.

BY THE COURT:

HONORABLE STEWART DALZELL
UNITED STATES SENIOR
DISTRICT COURT JUDGE

EXHIBIT 4

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

_____	:	CIVIL ACTION NO. 15-1243-SD
JANELL MOORE, [GARY GLICK, and	:	
MICHELLE ZYGLEMAN], on behalf of	:	[PROPOSED] FINAL JUDGMENT
[themselves],	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
ANGIE'S LIST, INC.,	:	
	:	
Defendant.	:	
_____	:	

IT IS on this ____ day of _____, 2016, HEREBY ADJUDGED AND
DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 AS FOLLOWS:

On [INSERT], 2016, the Court entered the Order Granting Final Approval Of Class
Action Settlement And Certifying Settlement Class.

For the reasons stated in the above-referenced Order, judgment is entered accordingly.
This Action is hereby dismissed with prejudice.

The Clerk shall file this Final Judgment on the docket in this Action.

IT IS SO ORDERED.

BY THE COURT:

HONORABLE STEWART DALZELL
UNITED STATES SENIOR
DISTRICT COURT JUDGE

EXHIBIT 5

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NOTICE OF CLASS ACTION SETTLEMENT

If you are a current or former member of Angie's List, Inc., you may get a payment or benefit from a proposed Class Action Settlement.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT WWW.MOOREVALSETTLEMENT.COM REGULARLY FOR UPDATES AND FURTHER DETAILS

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

- A proposed settlement has been reached with Angie's List, Inc. ("Angie's List") in connection with three putative class action lawsuits focusing on Angie's List's acceptance of advertising payments from service providers, and whether those payments affect service providers' letter-grade ratings, reviews, and place in search-result rankings. Angie's List denies plaintiffs' claims, including denying that advertising revenue can affect ratings or the content of reviews in any way and asserting that it discloses that it received revenue from certain service providers who are rated highly by members and further discloses that such revenue can affect the order of search-result rankings under certain settings.
- Angie's List has agreed to settle the lawsuits for a payment of \$1,400,000 to the Settlement Class and other relief. Those included in the Settlement Class can submit a Claim for an estimated payment of \$5.00 and/or \$10.00, or up to four months of free membership to Angie's List, depending on your period of membership. These benefits and how you can obtain them are explained in more detail in this Notice. The actual amount to be paid for Claims for a cash payment will depend on the number of timely and valid Claims for cash submitted.
- You may be included in this settlement if you paid to join Angie's List or renew an Angie's List membership between March 11, 2009 and [Preliminary Approval Date], 2016 (the "Settlement Class").
- Your rights are affected whether you act or don't act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DUE DATE
FILE A CLAIM FORM	This is the <u>only</u> way that you can receive an elected cash or membership benefit. A Claim Form can be obtained at www.MooreVALsettlement.com or by calling (888) 293-9919.	<u>INSERT</u>
EXCLUDE YOURSELF	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Angie's List related to the legal claims this settlement resolves. However, you will give up the right to get a payment from this settlement. If you do not exclude yourself from this settlement, you will be bound by its terms if the settlement is approved by the Court.	<u>INSERT</u>
OBJECT	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don't like the settlement.	<u>INSERT</u>
GO TO A HEARING ON ____, 2016	You may object to the settlement and ask the Court for permission to speak at the fairness hearing about your objection.	<u>INSERT</u>

DO NOTHING If you are included in the Settlement Class, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Angie's List about the legal claims resolved and released by this settlement. **INSERT**

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- These **deadlines may be moved, cancelled, or otherwise modified**, so please check the settlement website at www.MoorevALsettlement.com regularly for updates and further details.
- The Court still has to decide whether to provide final approval to the proposed settlement. Benefits will be paid only if the Court approves the proposed settlement and after any appeals are resolved in favor of upholding the settlement. This can take time. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice?

A federal court authorized this Notice because you have the right to know about a proposed settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the proposed settlement.

Judge Stewart J. Dalzell of the United States District Court for the Eastern District of Pennsylvania is overseeing this class action. The case is known as *Moore v. Angie's List, Inc.*, No. 1:15-cv-2143 (E.D. Pa.). The person who filed the lawsuit is called the "Plaintiff" and the company she sued, Angie's List, is called the "Defendant."

This settlement will also resolve two similar lawsuits currently pending in other courts. Those lawsuits are *Glick v. Angie's List, Inc.*, No. 16-cv-00546-MCA-MAH (D.N.J.), and *Zygelman v. Angie's List, Inc.*, No. 16-cv-00276-SK (N.D. Cal.). All three lawsuits are referred to as the "the Actions."

This Notice explains:

- What the lawsuit is about.
- Who is included in the proposed settlement.
- How the proposed settlement may benefit you.
- Your legal rights.

2. What is this lawsuit about?

The Actions allege that Angie's List does not adequately disclose that it accepts advertising payments from service providers or that the payments may affect service providers' letter-grade ratings, reviews, and placement in search-result rankings. The Actions also allege that Angie's List misstates that "businesses do not pay" to be on Angie's List when eligible businesses can pay to advertise promotions and discounts through Angie's List.

As noted above, Angie's List denies the claims and allegations made in the Actions. Angie's List is settling to avoid the expense, inconvenience, risk, and disruption of litigation. It is not an admission of any wrongdoing.

The Court has not decided whether Angie's List violated any laws. This notice is not an expression of any opinion by the Court on the claims in the Actions.

3. Why is this lawsuit a class action?

In a class action, one or more people or businesses called "class representatives" sue not only for themselves, but also on behalf of other people or entities who have similar claims. If the Court finds that the legal requirements for establishing a class are met, then all of these people or businesses with similar claims and interests form a class. In this settlement, the class representatives are Janell Moore, Gary Glick, and Michelle Zygelman.

When a court decides a class action case or approves a class action settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has given its preliminary approval to the settlement and to the Settlement Class defined below in Question 4. A copy of the Court's order granting preliminary approval may be found at www.MoorevALsettlement.com.

4. Who is included in the settlement?

You are a member of the Settlement Class if you were a paying member of Angie's List at any time between March 11, 2009 and [INSERT PRELIMINARY APPROVAL DATE]. Excluded from the Settlement Class are (i) Angie's List, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and

entities in which Angie's List has a controlling interest, and (ii) judges, justices, magistrates, or judicial officers presiding over the Actions.

If you're not sure whether you are included in the Settlement Class, call (888) 293-9919, go to www.MoorevALsettlement.com, or write to one of the lawyers listed in Question 14 below.

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

5. What does the settlement provide?

You can receive cash or free membership to Angie's List, as explained more below. The complete terms of the settlement, which is subject to final approval by the Court, are set forth in written Settlement Agreement dated June 24, 2016 (the "Settlement Agreement").

If you paid to purchase or renew an Angie's List membership between March 11, 2009 and December 31, 2013, you can choose to receive either an estimated payment of \$10.00 or up to four free months of membership in Angie's List (depending on how long you were a member). Cash payments are paid out of a \$966,000 fund established by Angie's List in this settlement. Actual cash payments to you may increase or decrease depending on how many people submit a timely and valid Claim.

If you paid to purchase or renew an Angie's List membership between January 1, 2014 and [Preliminary Approval Date], you can choose to receive either an estimated payment of \$5.00 or up to two free months of membership in Angie's List (depending on how long you were a member). Cash payments are paid out of a \$434,000 fund established by Angie's List in this settlement. Actual cash payments to you may increase or decrease depending on how many people submit a timely and valid Claim.

If you paid to purchase or renew an Angie's List membership during both time periods above, you can receive both cash payments, or up to four months of free membership.

In addition, Angie's List has also agreed as part of the settlement to add disclosures about service-provider advertising and revenue generated from service providers to Frequently Asked Questions on the Angie's List website and to Angie's List's Membership Agreement. This agreement will be in place for five (5) years and is set forth more specifically in the Settlement Agreement.

In exchange for the elected benefits and other relief described above, the Settlement Class Members and certain other persons or entities (the "Releasing Parties") release all claims against Angie's List and certain other related persons or entities (the "Released Parties"), arising out of the conduct alleged in the Actions through the date this settlement is finally approved by the Court. The Settlement Agreement is available at www.MoorevALsettlement.com. The Settlement Agreement contains the full text of the Release for your review.

6. How can I get an elected benefit?

You must complete and submit a Claim Form by DATE. Claim Forms must be submitted online or downloaded for printing and submission via U.S. mail to Moore v. Angie's List Settlement Administrator, P.O. Box 4109, Portland, OR 97208-4109. Claims Forms are also available by calling (888) 293-9919, or by writing to Moore v. Angie's List Settlement Administrator, P.O. Box 4109, Portland, OR 97208-4109.

7. When would I get my elected benefit?

The Court will hold a hearing at __:__ on ____, 2016 to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. The Settlement Payment will be distributed to eligible claiming Settlement Class Members as soon as possible, if and when the Court grants final approval of the settlement.

8. Am I giving up anything by remaining in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the settlement is approved and becomes final, all of the Court's Orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Angie's List about the legal issues in this case, but you will be able to submit a claim form to receive a payment or benefit from this settlement.

The rights you would be giving up are called Released Claims. Generally, if and when the Settlement Agreement becomes final, Settlement Class Members will be subject to the Release, which reads as follows:

All Releasing Parties agree to dismiss with prejudice all claims against the Released Parties, and to grant each the broadest release and covenant not to sue allowed by law, which shall unconditionally and forever bar the Releasing Parties from bringing, prosecuting, or participating in any and all claims, known or unknown, accrued or unaccrued, present or future, that were brought or could have been brought against Angie's List as of the Final Approval Date, that arise, in whole or in part from, or relate in any way to, the subject matter of, or the conduct, omissions, transactions, or occurrences alleged, or that could have been alleged, in the Complaints filed in Actions, including, without limitation, claims regarding representations, statements, alleged omissions and/or conduct relating in any way to service-provider ratings, reviews, rankings and/or revenue Angie's List derives from service providers, further including but not limited to service-provider advertising.

The Released Claims include known and unknown claims relating to the Actions, and this settlement is expressly intended to cover and include all such injuries or damages, including all rights of action thereunder. Settlement Class Members, on behalf of all Releasing Parties, will be deemed by the Final Order and the Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

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

Plaintiffs and the Settlement Class Members, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that the Releasing Parties are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the parties expressly acknowledges that it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the parties hereby expressly waives whatever benefits it may have had pursuant to such section. Plaintiffs acknowledge, and the Releasing Parties shall be deemed by operation of the Final Order and the Final Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT

9. Can I get out of the settlement?

Yes, you can get out of the proposed settlement and the Settlement Class. This is called excluding yourself, or “opting out.” To exclude yourself, you must complete the Opt-Out Form, available on the Settlement Website, and submit it to the Settlement Administrator via first class U.S. mail. If you want to exclude yourself but you do not want to use the Opt-Out Form, then you must send a signed letter including your name, address, and telephone number that clearly states that you want to be excluded from the settlement of the lawsuit *Moore v. Angie’s List, Inc.*, No. 15-cv-01243-SD (E.D. Pa.), that you do not wish to be a Settlement Class Member, and that you elect to be excluded from any judgment entered pursuant to the settlement. If you decide not to use the Opt-Out Form, any statement or submission by you that could be interpreted as both an objection and opt-out shall be treated as an opt-out request.

Mail the Opt-Out Form or letter request to: Moore v. Angie’s List Settlement Administrator, P.O. Box 4109, Portland, OR 97208-4109. Your opt-out request *must be postmarked no later than INSERT*.

10. If I exclude myself from the Settlement Class, can I still settlement benefits?

No. If you exclude yourself from the Settlement Class, you will not get to share in the settlement, including any of the monetary and non-monetary benefits, and you cannot object to the settlement.

11. If I don’t exclude myself, can I sue Angie’s List for the same thing later?

No. If you do not exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Angie’s List relating to conduct challenged in this case. The Court’s orders will apply to you and legally bind you. If the settlement receives final Court approval, you will also be bound by the Final Order and the Final Judgment entered in the case.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court that I do not like the settlement with Angie’s List?

If you are a Settlement Class Member and don’t exclude yourself, you can tell the Court you don’t like the settlement or some part of it. The Court will consider your views.

To object, you must file with the Court at the address below a written statement setting forth and identifying the aspect of the settlement, request for an Attorneys’ Fee and Expense Award, or Plaintiffs’ Service Awards being challenged and the specific grounds of your objection along with any supporting law and evidence that you want to bring to the Court’s attention. Be sure to include your name, address, telephone number, your signature, and the specific reasons you object to the settlement. In addition, if you plan to appear at the Fairness Hearing on your own or through counsel you hire, you must expressly say so in your objection by including a “Notice of Appearance” at the time you file your objection with the Court.

In addition to timely filing your objection with the Court, you must also send a copy of your objection to Plaintiffs’ Class Counsel and Defense Counsel at the addresses below so that it is received by INSERT DATE:

Plaintiffs' Class Counsel:

Ruben Honik, Esq.
David J. Stanoch, Esq.
GOLOMB & HONIK, P.C.
1515 Market Street, Suite 1100
Philadelphia, PA 19102

Defense Counsel:

J. Gordon Cooney, Jr.
Franco A. Corrado
MORGAN LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103

The Court:

Clerk of Court
U.S. District Court
Eastern District of Pennsylvania
James A. Byrne U.S. Court House
601 Market Street
Philadelphia, PA 19106

Remember, your objection must be **received by the Court, Plaintiffs' Class Counsel, and Defense Counsel no later than** _____ to be considered.

13. Is objecting the same as being excluded?

Objecting is the way to tell the Court what you don't like about the proposed settlement. You can object only if you stay in the Settlement Class and don't exclude yourself.

Excluding yourself is the way to tell the Court you do not want to be a part of the Settlement Class and the proposed settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object or claim a benefit because the proposed settlement no longer will affect you.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the lawyers listed below to represent you as Plaintiffs' Class Counsel. They are experienced in handling similar cases against other companies. You will not be charged for these lawyers.

Richard M. Golomb
Ruben Honik
Kenneth J. Grunfeld
David J. Stanoch
GOLOMB & HONIK
151 Market Street, Suite 1100
Philadelphia, Pennsylvania 19102

Kirk J. Wolden
CARTER WOLDEN
CURTIS
1111 Exposition Blvd., Suite
602
Sacramento, CA 95815

W. Daniel "Dee" Miles, III
BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES,
P.C.
272 Commerce Street
P.O. Box 4160
Montgomery, AL 36102

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Plaintiffs' Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense. If you hire your own lawyer to appear in this case, then you must tell the Court and send a copy of your notice to Plaintiffs' Class Counsel and Defense Counsel at the addresses in Question 12 above.

16. How will the lawyers be paid?

That is up to the Court, but Plaintiffs' Class Counsel will ask the Court to approve payment of attorneys' fees and expenses of no more than \$937,500. Plaintiffs' Class Counsel also will ask the Court for service awards not to exceed \$7,500 for Janell Moore; \$2,500 for Gary Glick; and \$2,500 for Michelle Zygelman. Angie's List will pay the amounts awarded by the Court up to these figures. The proposed settlement benefits won't be affected or reduced by Angie's List's payment of Plaintiffs' Class Counsel's attorneys' fees and expenses or any service award payments to the Plaintiffs.

THE COURT'S FAIRNESS HEARING**17. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at ____ on _____, in Courtroom INSERT at the James A. Byrne Courthouse at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who asked to be heard at the hearing in accordance with the procedures specified in this Notice. At or after the hearing, the Court will decide whether to approve the settlement and may also decide how much to award to Plaintiffs' Class Counsel for their fees and expenses and any class representative service awards. We do not know how long the decision will take.

Important! The time and date of this hearing may change without additional e-mailed, mailed, or published notice. For updated information on the hearing, visit: www.MoorevALsettlement.com.

18. Do I have to come to the hearing?

No. Plaintiffs' Class Counsel will answer questions posed by the Court. But, you and/or your lawyer are welcome to come at your own expense. If you or your counsel wish to be heard at the hearing, you must file a Notice of Appearance as explained in response to Question 12. If you send an objection on time, you do not have to come to the hearing for the Court to consider it. Moreover, attendance is not necessary to receive a settlement benefit.

19. May I speak at the hearing?

You can ask the Court to allow you (or your lawyer) to speak at the Fairness Hearing. To do so, you or your lawyer must include in your objection a Notice of Appearance that says you wish to speak. You can find how to file an objection and Notice of Appearance, and the due date for filing, in Question 12 of this Notice. If you submit an objection and wish to speak about it at the Fairness Hearing, you must include that information in your objection (see Question 12).

You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING**20. What happens if I do nothing at all?**

If you do nothing:

- You will stay a member of the Settlement Class and all of the Court's orders will apply to you.
- You will not get a cash payment or any free monthly membership. You will only be eligible to receive an elected benefit if you submit a Claim Form.

- You won't be able to sue, or join a new lawsuit against Angie's List, about the issues and claims in the Actions ever again unless you exclude yourself.

GETTING MORE INFORMATION

21. How do I get more information?

If you have questions about this case or want to get additional information, you may also call (888) 293-9919, call or write to the lawyers listed in answer to Question 14, or visit the website www.MoorevALsettlement.com, which will also have the complete Settlement Agreement and exhibits, and other important documents related to this lawsuit. This is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. You can also look at all of the documents filed in the lawsuit at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797 during normal business hours.

22. How do I get updates?

The deadlines described in this Notice may be moved, modified, or cancelled. Other aspects of the settlement may be updated, revised, or amended as well. You should periodically check the Settlement Website for updates about the settlement.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

EXHIBIT 6

Postcard Notice

Current or former members of Angie's List, Inc. may benefit from a proposed Class Action Settlement.

A proposed settlement has been reached with Angie's List, Inc. ("Angie's List") in connection with three putative class action lawsuits focusing on Angie's List's acceptance of advertising payments from service providers, and whether those payments affect service providers' letter-grade ratings, reviews, and place in search-result rankings. Angie's List denies plaintiffs' claims, including denying that advertising revenue can affect ratings or the content of reviews in any way and asserting that it discloses that it received revenue from certain service providers who are rated highly by members and further discloses that such revenue can affect the order of search-result rankings under certain settings. The Court has not decided who is right. In order to avoid the expense and risks of continuing the lawsuit, the Parties agreed to a proposed class settlement.

Who's Included? You received this notice because Angie's List's records show that you may be a member of the Settlement Class. You are a member of the Settlement Class if you were a paying member of Angie's List at any time between March 11, 2009, and Month Day, 2016.

What Are the Settlement Terms? Settlement Class Members who submit a timely and valid Claim Form may choose (1) an estimated cash payment of \$5 and/or \$10 (subject to a possible pro rata adjustment upwards or downwards) depending on the timing of their membership and the number of valid Claims submitted; or (2) one free month of membership to Angie's List for each full year he or she paid for membership during the relevant periods (up to a maximum limit). Angie's List also has agreed to expand upon the disclosures about service provider advertising made in its Frequently Asked Questions on its website and to its Membership Agreement.

How can I get a Payment or Membership Benefit? You must file a Claim Form so that it is received (if submitted electronically) or postmarked (if submitted by mail) by Month Day, 2016. You can find the Claim Form at www.MoorevALsettlement.com.

Your Other Options. If you do not want to be legally bound by the settlement, you must exclude yourself by Month Day, 2016. If you do not exclude yourself, you will release any claims you may have against Angie's List, as more fully described in the Settlement Agreement, available at the settlement website. You may object to the settlement by Month Day, 2016. The detailed Notice available on the website listed below explains how to exclude yourself or to object. The Court will hold a Hearing on Month Day, 2016 to consider whether to approve the settlement and a request for payment of attorneys' fees and expenses of no more than \$937,500 and service awards of \$12,500 shared by the three class representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

For a more detailed description of the settlement, including a full copy of the Settlement Agreement, please visit www.MoorevALsettlement.com. Please check the Settlement Website for updates and further information.

www.MoorevALsettlement.com

1-888-293-9919

EXHIBIT 7

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>JANELL MOORE, on behalf of herself and all others similarly situated,</p><p style="text-align: center;">Plaintiff,</p><p style="text-align: center;">v.</p><p>ANGIE'S LIST, INC.,</p><p style="text-align: center;">Defendant.</p></div><div style="width: 5%; text-align: center;">:</div><div style="width: 50%;"><p>CIVIL ACTION NO. 15-1243-SD</p><p>: [PROPOSED] ORDER GRANTING</p><p>: PRELIMINARY APPROVAL OF</p><p>: CLASS ACTION SETTLEMENT,</p><p>: PROVISIONALLY CERTIFYING</p><p>: SETTLEMENT CLASS,</p><p>: DIRECTING NOTICE TO THE</p><p>: SETTLEMENT CLASS, AND</p><p>: SCHEDULING FAIRNESS</p><p>: HEARING</p><p>:</p></div></div>	
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Upon review and consideration of Plaintiffs'¹ Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the Settlement Agreement, and the exhibits attached thereto, it is HEREBY ORDERED, ADJUDGED, and DECREED as follows:

I. PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT

1. The Court has reviewed the Settlement Agreement, pleadings, and proceedings to date in this matter. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

2. The Parties have agreed to resolve the above-captioned Action upon the terms and conditions set forth in the Settlement Agreement filed with the Court. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as sufficiently fair, reasonable, and adequate to authorize dissemination of the Class Notice described below. In making this determination, the Court has considered the current posture of this litigation and the

¹ Plaintiff Moore simultaneously filed a Motion for Leave to File Conditional Amended Complaint to add two plaintiffs and proposed class representatives, which the Court is granting via separate order.

risks and benefits to the Parties involved in both settlement of these claims and the continuation of the litigation, and finds that the settlement between the Settlement Class and Angie's List was arrived at by arm's length negotiations by experienced counsel.

II. THE SETTLEMENT CLASS, THE CLASS REPRESENTATIVES, AND PLAINTIFFS' CLASS COUNSEL

3. The Court provisionally certifies the following class for settlement purposes only (the "Settlement Class"):

All persons in the United States who were paying members of Angie's List at any time between March 11, 2009, and [Preliminary Approval Date].

4. Excluded from the Settlement Class are (i) Angie's List, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which Angie's List has a controlling interest, and (ii) judges, justices, magistrates, or judicial officers presiding over the Actions.

5. The Court appoints Plaintiffs' Class Counsel to represent the Settlement Class as follows:

Ruben Honik, Esq.
David J. Stanoch, Esq.
Golomb & Honik, P.C.
1515 Market Street, Suite 1100
Philadelphia PA 19102

Kirk J. Wolden, Esq.
Carter Wolden Curtis, LLP
1111 Exposition Blvd.
Sacramento, CA 95815

W. Daniel Miles, III
Beasley, Allen, Crow, Methvin
Portis & Miles, P.C.
Beasley Allen Law Firm
218 Commerce St.
Montgomery, AL 36104

For purposes of these settlement approval proceedings, the Court finds that these attorneys are competent and capable of exercising their responsibilities as Plaintiffs' Class Counsel and have fairly and adequately represented the interests of the Settlement Class for settlement purposes.

6. The Court further appoints Plaintiffs Janell Moore, Michelle Zygelman, and Gary Glick ("Plaintiffs") as representatives of the certified Settlement Class.

7. The Court finds, for settlement purposes and conditioned upon the entry of this Order, the Final Order, and the Final Judgment, and the occurrence of the Final Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied. The Court finds, in the specific context of this settlement, that the following requirements are met: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) Plaintiffs' claims are typical of the claims of the Settlement Class Members they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Plaintiffs have retained experienced counsel to represent them; (e) questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23.

8. The Court also concludes that, because the Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

9. The Court finds that the settlement falls within the range of reasonableness because it includes a meaningful amount of cash and membership benefits in addition to valuable

prospective relief relative to the merits of Plaintiffs' claims and Angie's List's defenses, and also because the settlement has key indicia of fairness, in that: (1) the negotiations occurred at arm's length and involved an experienced private mediator; (2) there was significant discovery; and (3) the proponents of the settlement are experienced in similar litigation. The Court further finds that there is a sufficient basis for notifying the Settlement Class of the proposed settlement, and for enjoining members of the Settlement Class from proceeding in any other action pending the Court's determination of whether it should finally approve the settlement.

III. CLASS NOTICE AND SETTLEMENT ADMINISTRATION

10. The Court approves, as to form and content, the Class Notice, including the E-mail Notice, the Postcard Notice, the Long Form Notice, and the Claim Form attached as exhibits to the Settlement Agreement.

11. The Court hereby appoints Epiq Systems, Inc. as the Settlement Administrator. As further set forth in the Settlement Agreement, the Settlement Administrator shall be responsible for, without limitation: (a) disseminating the E-mail Notice; (b) printing, mailing, or arranging for the mailing of the Postcard Notice; (b) handling returned mail not delivered to members of the Settlement Class; (c) responding to requests for Long Form Notice; (d) receiving and maintaining on behalf of the Court any Settlement Class member correspondence regarding requests for exclusion and/or objections to the settlement; (e) forwarding written inquiries to the Parties for a response, if warranted; (f) establishing a post-office box for the receipt of any correspondence; (g) responding to requests from the Parties; (h) establishing a website to which members of the Settlement Class may refer for information about the Action and the settlement; (i) fulfilling any escheatment obligations that may arise; (j) establishing a telephone line to receive calls from members of the Settlement Class; (k) otherwise implementing and/or assisting

with the dissemination of the Class Notice; and (l) carrying out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by the Parties.

12. The Settlement Administrator will provide notice to the Settlement Class as follows:

a. Not later than 35 days following the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall send the E-Mail Notice substantially in the form attached to the Settlement Agreement as Exhibit 2 to each member of the Settlement Class at the most recent e-mail address on record at Angie's List.

b. For any e-mail transmission that the Settlement Administrator determines is undeliverable, the Settlement Administrator will send a Postcard Notice substantially in the form attached to the Settlement Agreement as Exhibit 6 by first-class mail, postage prepaid, to the last known mailing address of each such member of the Settlement Class as reflected in Angie's List's records. An email shall be considered "undeliverable" if the Settlement Administrator sends the email and subsequently receives a message from the recipient's Simple Mail Transfer Protocol ("SMTP") service that confirms the email was not delivered. The Postcard Notice will be sent by the Settlement Administrator within 7 days after receiving a report identifying "undeliverable" emails.

c. The Court also approves the establishment of a website for the settlement as described in the Settlement Agreement (i.e., www.MoorevALsettlement.com or something similar), which shall include the Settlement Agreement, Long Form Notice, sample Claim Forms, Orders of the Court relating to the settlement, any application for an Attorneys' Fee and Expense Award and Plaintiffs' Service Awards, and such other information as Defense Counsel and Plaintiffs' Class Counsel mutually agree would

inform the Settlement Class regarding the settlement. The website shall be operational within 21 days after the Court enters this Preliminary Approval Order. Settlement Class Members shall be notified to check the Settlement Website periodically for updated or changed information.

d. In addition to its availability on the Settlement Website, the Settlement Administrator shall send via first-class mail or email, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number. The toll-free telephone number shall be operational within 21 days after the Court entered this Preliminary Approval Order.

13. The Court finds that the Class Notice described above is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds that the Class Notice complies with Rule 23(e) of the Federal Rules of Civil Procedure as it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the settlement. The Court also finds that the Class Notice complies with Rule 23(c)(2), as it is also the best form and manner of notice practicable under the circumstances, provides individual notice to all members of the Settlement Class who can be identified through a reasonable effort, and is reasonably calculated, under all the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the terms of the settlement, and their right to object to the settlement or exclude themselves from the Settlement Class.

14. Settlement Class Members will have until INSERT, 2016 [110 days from the Preliminary Approval Date], to submit a Claim Form, which is due, adequate, and sufficient time.

15. Reasonable Settlement Administration Costs as set forth in the Settlement Agreement shall be paid by Angie's List apart from payments due to the Settlement Class pursuant to the Settlement Agreement.

16. The Settlement Administrator shall have the authority to accept or reject Claims in accordance with the Settlement Agreement and the Class Notice.

IV. REQUESTS FOR EXCLUSION

17. Each Settlement Class Member who wishes to be excluded from the Settlement Class and follows the procedures set forth in this Paragraph shall be deemed an Opt-Out. Any member of the Settlement Class wishing to opt out of the settlement must send to the Settlement Administrator, by U.S. Mail using the contact information identified in the notice materials, the Opt-Out Form attached as Exhibit 10 to the Settlement Agreement and available on the Settlement Website. If the member of the Settlement Class chooses not to use the Opt-Out Form, then he or she must send a signed letter including their name, address, and telephone number and providing a clear and unequivocal statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the settlement. In the event the Opt-Out Form is not used, any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as an opt-out request.

18. Any request for exclusion or opt out must be postmarked on or before [80 days after entry of the Preliminary Approval Order]. The date of the postmark on the return mailing

envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

19. All Opt-Outs shall not be Settlement Class Members, shall not be bound by the Settlement Agreement or the Final Order or Final Judgment, and shall relinquish their rights to benefits with respect to the Settlement Agreement, should it be approved, and may not file an objection to the Settlement Agreement or to any application for any Attorneys' Fee and Expense Award and Plaintiffs' Service Payments.

20. All Opt-Outs shall not be Settlement Class Members, shall not be bound by the Settlement Agreement, the Final Order, or the Final Judgment, and shall relinquish their rights to object to the settlement or to receive benefits with respect to the Settlement Agreement, should it be approved, and may not submit a Claim Form.

21. Any Settlement Class Member who does not become an Opt-Out shall be bound by all the terms and provisions of the Settlement Agreement, including any Release set forth therein, the Final Order, and the Final Judgment, whether or not such Settlement Class Member objected to the settlement or submitted a Claim Form.

22. The Settlement Administrator shall provide copies of any requests for exclusion to Plaintiffs' Class Counsel and Defense Counsel as provided in the Settlement Agreement.

V. OBJECTIONS

23. Any Settlement Class Member who does not become an Opt-Out and who wishes to object to any aspect of the proposed settlement, the requested attorneys' fees and costs, or the service awards, must deliver to Plaintiffs' Class Counsel and Defense Counsel (using the contact information identified in the Class Notice) and file with the Court, so that it is received by each on or before [80 days after entry of the Preliminary Approval Order], a written statement setting

forth and identifying the aspect of the settlement, request for an Attorneys' Fee and Expense Award, or request for Plaintiffs' Service Awards being challenged and that Settlement Class Member's specific grounds for that objection along with any supporting brief and information. Any objection should be sent via first-class mail, postage prepaid, to each of:

Clerk of Court:

Clerk of the United States
District Court for the Eastern
District of Pennsylvania,
United States Courthouse,
601 Market St.,
Philadelphia, PA 19106

Plaintiffs' Class Counsel:

Richard M. Golomb, Esq.
Ruben Honik, Esq.
David J. Stanoch, Esq.
Golomb & Honik, P.C.
1515 Market Street, Suite 1100
Philadelphia PA 19102

Defense Counsel:

J. Gordon Cooney, Jr.
Franco A. Corrado
Morgan Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103

24. To be considered, any such objection shall include the specific reason(s), if any, for the objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention, any evidence or other information the Settlement Class Member wishes to introduce in support of the objections, and sufficient information for the Parties to determine that the Objector falls within the definition of the Settlement Class.

25. No member of the Settlement Class or counsel retained by such a member of the Settlement Class shall be entitled to be heard at the Fairness Hearing unless the Objector or his or her attorneys who intend to make an appearance at the Fairness Hearing state their intention to appear in the objection delivered to Plaintiffs' Class Counsel and Defense Counsel and filed with the Court in accordance with the preceding Paragraphs. Counsel for any such member of the Settlement Class must enter his or her appearance with the Court by the date specified in Paragraph 23.

26. Any Settlement Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

VI. FAIRNESS HEARING

27. The Fairness Hearing shall be held before this Court on INSERT, 2016 [at least 115 days after entry of the Preliminary Approval Order], at _____ a.m./p.m., to determine whether the Settlement Agreement is fair, reasonable, and adequate and should receive final approval. The Court will rule on Plaintiffs' Class Counsel's separate application for any Fee and Expense Award and any Plaintiffs' Service Award (the "Fee and Service Award Application"), at or after that time.

28. Any Settlement Class Member may enter an appearance in this Action, at his or her own expense, individually and through counsel. All Settlement Class Members who do not enter an appearance will be represented by Plaintiffs' Class Counsel.

29. Papers in support of final approval of the Settlement Agreement and the Fee and Service Award Application shall be filed with the Court according to the schedule set forth

below. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Fairness Hearing, the Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the Settlement Class Members with respect to the claims being settled.

30. Plaintiffs' Class Counsel shall file their Fee and Service Award Application(s) on or before _____, 2016 [20 days prior to Opt-Out and Objection deadline).

31. The motion for final approval of the Settlement Agreement and any papers Plaintiffs or Angie's List wish to submit in support of final approval of the Settlement Agreement shall be filed with the Court on or before _____, 2016 [100 days after entry of the Preliminary Approval Order].

VII. STAY OF LITIGATION

32. Pending the Fairness Hearing, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

33. Pending the Fairness Hearing and the Final Effective Date, no Releasing Party shall commence, continue, or prosecute any Released Claim against any of the Released Parties (as those terms are defined in the Settlement Agreement) in any court or tribunal. Pursuant to 28 U.S.C. § 1651(a) and § 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon the Final Effective Date, all Settlement Class Members shall be forever enjoined and barred from asserting any of the matters, claims, or causes of action released pursuant to the Settlement Agreement against any of the Released Parties, and any such Settlement Class

Members shall be deemed to have forever released any and all such matters, claims, and causes of action as provided for in the Settlement Agreement.

VIII. CLASS SETTLEMENT FUND

34. The Class Settlement Fund is to be a “qualified settlement fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

- a. The Class Settlement Fund is to be established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;
- b. The Class Settlement Fund is to be established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and
- c. The assets of the Class Settlement Fund are to be segregated from other assets of Angie’s List, the transferor of the payment to the Class Settlement Fund.

35. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Angie’s List and the Settlement Administrator may jointly elect to treat the Class Settlement Fund as coming into existence as a “qualified settlement fund” on the latter of the date the Class Settlement Fund meets the requirements of Paragraphs 34 (b) and (c) of this Order or January 1 of the calendar year in which all of the requirements of Paragraph 34 of this Order are met. If such a relation-back election is made, the assets held in the Class Settlement Fund on such date shall be treated as having been transferred to the Class Settlement Fund on that date.

IX. OTHER PROVISIONS

36. In summary, the relevant dates for the settlement approval process are as follows:

a. The Settlement Website and toll-free phone line will be operational on or before ____, 2016 [21 days after entry of the Preliminary Approval Order];

b. The E-mail Notice required to be sent to the Settlement Class per the Settlement Agreement shall be sent beginning on or before ____, 2016 [35 days after entry of the Preliminary Approval Order];

c. The Postcard Notice required to be sent per the Settlement Agreement shall be mailed within 7 days after the Settlement Administrator receives a report identifying “undeliverable” E-mail Notices;

d. Settlement Class Members who desire to be excluded shall mail requests for exclusion postmarked no later than ____, 2016 to the Settlement Administrator [80 days after entry of the Preliminary Approval Order];

e. All objections to the Settlement Agreement, including attorneys’ fees and costs or service awards, and written notices of the Objector’s or his/her/its counsel’s intention to appear at the Fairness Hearing shall be filed and served so that they are received by Plaintiffs’ Class Counsel and Defense Counsel and filed with the Court no later than ____, 2016 [80 days after entry of the Preliminary Approval Order];

f. All completed Claim Forms must be submitted by Settlement Class Members on or before ____, 2016 [110 days after entry of the Preliminary Approval Order];

g. Plaintiffs’ Class Counsel shall file their Fee and Service Award Application(s) not later than 20 days prior to the deadline for Settlement Class members

to request exclusion from or to object to the settlement. The application(s) shall also be posted on the Settlement Website.

h. Papers in support of final approval of the Settlement Agreement and any supplemental papers in support of the Fee and Service Award Application shall be filed with the Court on or before _____, 2016 [100 days after entry of the Preliminary Approval Order];

i. The Fairness Hearing shall be held on _____, 2016, at ____ a.m./p.m. [at least 115 days after entry of the Preliminary Approval Order] before this Court, in Courtroom ____, at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106.

37. These dates may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class, except that notice of any such extensions shall be posted to the Settlement Website. Members of the Settlement Class should check the Settlement Website regularly for updates, changes, and/or further details regarding extensions of these deadlines.

38. In the event the Settlement Agreement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and a Final Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason, or the Final Effective Date does not occur for any reason, the Parties reserve all of their rights, including the right to continue with the litigation and all claims and defenses pending at the time of the settlement, including with regard to any effort to certify the Action as a class action.

39. In the event the Settlement Agreement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason, or the Final Effective Date does not occur for any reason, then the following shall apply:

a. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;

b. The provisional certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been certified and such findings had never been made;

c. Nothing contained in this Order is to be construed as a presumption, concession, or admission by or against Angie's List or Plaintiffs of any default, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or proceedings, whether civil, criminal or administrative, including, but not limited to, factual or legal matters relating to any effort to certify the Action as a class action;

d. Nothing in this Order or pertaining to the Settlement Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceeding in this case, including, but not limited to, motions or proceedings seeking treatment of the Action as a class action; and

e. All of the Court's prior Orders having nothing whatsoever to do with Settlement Class certification shall, subject to this Order, remain in force and effect.

40. Plaintiffs' Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Class Notice, or to the form or content of any other exhibits attached to the Settlement Agreement, that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

41. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

IT IS SO ORDERED, this ____ day of _____, 2016.

BY THE COURT:

HONORABLE STEWART DALZELL
UNITED STATES SENIOR
DISTRICT COURT JUDGE

EXHIBIT 8

ANGIE'S LIST MEMBERSHIP AGREEMENT

Last updated on May 9, 2014

Angie's List, Inc. ("Angie's List") provides reviews and ratings on a variety of service contractors and healthcare providers (collectively, "Service Providers") to allow you, the user ("You"), the opportunity to read about the experiences other users have had with these Service Providers and to provide Your own reviews and ratings on the Service Providers You use. Angie's List also operates certain products currently including, without limitation, Angie's SnapFix, the Angie's Big Deal, the Angie's List Storefront, Band of Neighbors, AngieCash, Angie's List Buy It Here, and other direct purchase products whereby Angie's List facilitates the offer, advertisement, sale and marketing of certain promotions, discounts, coupons, vouchers, e-commerce offers, or deals (collectively, "Promotions"). All products and services described in this Section, as well as any other products and services offered by Angie's List at any time shall be defined herein as "Service" or "Services." In order to use the Service, You must read and accept all of the terms and conditions in, and linked to, this Membership Agreement (this "Agreement"). This Agreement may be modified by Angie's List from time to time at our sole discretion, and You will receive notice if modifications to the Agreement are made. We strongly recommend that, as You read this Agreement, You also access and read the linked information. By accepting this Agreement, You also agree that Your use of some Angie's List-branded websites or other websites we operate may be governed by separate terms and conditions, agreements and privacy policies. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

1. ANGIE'S LIST SERVICE

Angie's List provides reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences other users have had with these Service Providers and also provides You with the opportunity to provide Your own reviews and ratings on the Service Providers You use.

Angie's List has offered three types of paid subscriptions in the past: Angie's List Home, Angie's List Health and Angie's List Classic Car. Angie's List will continue to offer these subscriptions to grandfathered members who are renewing and: (1) affirmatively choose to keep their existing subscription; or (2) who do not take action to select a new plan (as defined below).

Members joining and renewing in certain markets on or after January 1, 2014, will be able to select one of the following paid plans ("Plans"):

(1) Basic Plan (monthly or annual)

- Angie's List Home in one market;
- Online customer care; and
- Your market's print magazine, where available.

(2) Plus Plan (annual only)

- Angie's List Home, Angie's List Health, and Angie's List Classic Car in all available markets nationwide;
- Online and call center customer care;
- Print magazine in the market You identify as Your primary address, where available; and
- Redeemable Benefit: An annual rebate for an e-commerce purchase (to be used toward a Big Deal, Storefront Offer, SnapFix purchase, or other qualifying transaction) or AngieCash, in an amount determined by Angie's List.

(3) Premium Plan (annual only)

- Angie's List Home, Angie's List Health, and Angie's List Classic Car subscriptions in all available markets nationwide;
- Print and digital magazine in the market You identify as Your primary address, where available;
- Access to Angie's List's Complaint Resolution Process;
- Online and priority call center customer care; and
- Redeemable Benefit: An annual rebate for an e-commerce purchase (to be used toward a Big Deal, Storefront Offer, SnapFix purchase, or other qualifying transaction) or AngieCash, in an amount determined by Angie's List.

Angie's List earns revenue from some eligible Service Providers. For example, qualifying Service Providers can pay Angie's List to offer Promotions on the website, through the Call Center, in the Angie's List magazine, through enhanced profiles, direct mail, or other services. Unless otherwise prohibited by law, Service Providers offering Promotions typically offer a discount or benefit to Angie's List's members.

Comment [m1]: Insert hyperlink to FAQ with eligibility requirements.

Membership Benefits

The benefits of Basic, Plus, and Premium Plans are available only while Your subscription is active and Your Angie's List account is in good standing. The Redeemable Benefits of Plus and Premium Plans are redeemable only one time annually per household. For the sake of clarity, if You cancel, then renew, Your Plan within a one-year period, such Plus and Premium Redeemable Benefits will not be redeemable until the following one-year period. Additionally, if You cancel Your subscription before redeeming the Redeemable Benefits, those benefits will expire and no longer be available to You.

Rebates must be redeemed in one transaction. Rebates may not be split among separate transactions and may not be redeemed for cash. Rebates will expire at the end of Your annual subscription and cannot be rolled into the following year, even if Your subscription is renewed.

If You have an existing subscription that is not a Basic, Plus, or Premium Plan and choose to renew that subscription (or do not actively select a Basic, Plus, or Premium Plan), Your subscription will maintain the same services that are currently provided.

Angie's List reserves the right to modify the Plans at any time and in its sole discretion. The details of your selected Plan, including the price and the various benefits offered therein, might be different than those details applicable to another new or existing member who purchased the same Plan in the same market. You may check Your account online or call an Angie's List call center representative if You have any questions.

2. REGISTRATION INFORMATION

As a condition of Your use of the Service, You agree to: (a) provide Angie's List with true, accurate, current and complete information as prompted by the Angie's List's registration forms, when registering for or using the Service; and (b) update and maintain the truthfulness, accuracy and completeness of such information.

3. MINIMUM AGE

You must be 18 years of age or older to use or register for Services.

4. USE VOID WHERE PROHIBITED

Membership in the Service is void where prohibited.

5. PRIVACY POLICY

Angie's List has established a privacy policy to explain to You, and other users, how Your personal information is collected and used. This privacy policy is located at <http://www.angieslist.com/privacypolicy.htm>.

6. SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL

Angie's List will charge You a membership fee in order to provide the Service. Your membership fee is the amount You were charged for Your subscription or Plan, not including any promotions or discounts that may have been applied (the "Membership Fee"). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check Your account online or call an Angie's List call center representative if You have any questions. You acknowledge that Angie's List reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees for access to the Service may be made either on a monthly or annual basis (except Plus and Premium Plans, which are annual only). Annual Membership Fees may be paid in advance by cash, check, credit card, debit card or PayPal. Monthly Membership Fees and Additional List Fees may only be paid in advance by credit card, debit card or PayPal. **All membership subscriptions will be automatically renewed upon the terms set forth below, unless such membership subscription is cancelled or terminated as provided below or unless You opt out of the automatic renewal feature as provided below.**

Monthly Payment Subscriptions:

If You currently have or select a monthly payment subscription (e.g., a monthly Basic Plan or existing grandfathered monthly subscription), each month Angie's List will automatically renew Your membership on a month-to-month basis at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List. Each monthly renewal payment will take place on or about Your expiration date. If the renewal of Your monthly membership fails for any reason, we will attempt to process Your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angie's List). Except as otherwise required by applicable law, You agree that Angie's List will not provide You with any notices prior to each monthly renewal payment.

Annual Payment Subscriptions:

If You select an annual payment subscription (e.g., an annual Basic, Plus, or Premium Plan or existing grandfathered annual subscription), Angie's List will automatically renew Your annual membership for one year at the Membership Fee for annual memberships (as such membership fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List. Such annual renewal payment will take place on or about Your expiration date. If the renewal of Your annual membership fails for any reason, we will attempt to process Your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angie's List). Except as otherwise required by applicable law, You agree that Angie's List will not provide You with any notices prior to each annual renewal payment.

Additional List Subscription:

If You purchased a subscription other than a Basic, Plus, or Premium Plan, the initial subscription selected by You is considered Your "primary" subscription. You formerly had to option to purchase access to additional subscriptions through Your membership by using the Additional List feature located on the Website.

Membership Renewals:

If You received a free offer to access all subscriptions in the Service, Angie's List Health, or Angie's List Classic Car, Angie's List will renew Your membership at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List. All existing memberships will be renewed at the Membership Fee (as such Membership Fee may be modified as provided above) and will include access to all purchased subscriptions unless You otherwise elect to cancel access to a particular subscription in accordance with the provisions set forth below.

If You received a free offer for Your Additional List subscription, Angie's List will provide You notice via email prior to renewing the Additional List at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List.

Upgrading and Downgrading Plans:

If You upgrade Your Plan during the term (e.g., from Plus to Premium), You will be purchasing an additional annual subscription. At the time of the upgrade, Your first subscription shall be upgraded to the new Plan, and You agree to pay for the new Plan at that time. Your second subscription shall begin at the expiration of the first subscription. For the sake of clarity, the fee will be the amount of the new Plan at the time You requested the upgrade.

If You downgrade Your Plan during the term (e.g., from Premium to Plus), You shall receive a refund of the difference between Your current Plan and the new Plan. This applies only to downgrades, not to cancellations.

Canceling Your Subscription:

If you decide to cancel Your subscription, in order to avoid renewal, Your cancellation request must be received by no later than 5:00 p.m. Eastern Time on the business day prior to Your scheduled renewal payment date. You may cancel Your subscription by contacting Angie's List by first class certified mail at 1030 E. Washington Street, Indianapolis, IN 46202; by telephone at (866) 623-6088; or by email at memberservices@angieslist.com.

Angie's List Magazine Subscription Fee:

Monthly and annual memberships include a subscription to the Angie's List monthly magazine, where applicable. A portion of Your Membership Fee (\$6.50 per year, prorated for monthly memberships) will be applied towards Your subscription to the magazine. The magazine subscription fee is not deductible from Your Membership Fee.

Authorization to Update Credit Card Account Information; Account Updater:

If the credit card or debit card provided by You to Angie's List has expired during an attempt to renew Membership Fees pursuant to this Section, You authorize Angie's List to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to You, Angie's List contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that Your paid Services do not lapse because the credit card or debit card information initially on file with Angie's List has expired or changed ("Account Updater"). By registering for the Service and receiving a membership, You consent to and authorize Angie's List's disclosure of Your credit or debit card information to Account Updater. You further consent to the third party's use of such information solely in connection with Account Updater. You also consent to Angie's List receipt and use of updated credit card or debit card account information from Your financial institution in connection with the provision of the Service as provided in this Agreement and the privacy policy.

7. INCENTIVES

Angie's List may, from time to time and in its sole discretion, offer certain products or services as incentives ("Incentives") to select one of the Membership Plans (e.g., a free Android tablet for members who select the Premium Plan). Angie's List is neither the seller nor manufacturer of the Incentives and disclaims any and all liability and warranties of any kind relating to the Incentives, the use of the Incentives, and the tax implications of receiving the Incentives. You agree that You shall not bring any action against Angie's List relating in any way to the Incentives. In the event that an Incentive is lost, does not operate properly, or is otherwise incorrect, unfit, or unusable in any way, You agree that Angie's List has no responsibility for replacing the Incentive.

8. ACCOUNT SECURITY

Angie's List will assign You a user ID and a password when You register. Your user ID and password may only be used by You and the members of Your household (meaning anyone who currently shares with You the address You registered with Angie's List). You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

9. LIMITED LICENSE TO WEBSITE AND MAGAZINE

By agreeing to the terms and conditions of this Agreement, Angie's List grants You a limited license to access and use the reviews and ratings offered by the Service for Your personal purchase decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other non-personal purpose the reviews and ratings and any content, without the express written consent of Angie's List.

10. SUBMISSIONS OF REVIEWS

In order for You to submit Your own reviews and ratings on the Website and in the Magazine, You acknowledge and agree that:

- (a) all of Your reviews and ratings will either be based upon: (i) Your actual first-hand experiences with the Service Providers You are reviewing; or (ii) as provided under Section 14 (Service Providers) below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby You have the legal authority to disclose such health information and experience of such individual;
- (b) all of Your reviews and ratings of the Service Providers that You are rating will be accurate, truthful and complete in all respects;
- (c) You do not work for, own any interest in, or serve on the board of directors of, any of the Service Providers for which You submit reviews and ratings;
- (d) You do not work for, own any interest in or serve on the board of directors of any competitors of the Service Providers for which You submit reviews and ratings;

(e) You are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Service Provider is an individual) to any of the Service Providers for which You submit reviews or ratings;

(f) Your name and review information will be made available to the Service Providers on which You review; and

(g) Angie's List may modify or reject Your reviews if they do not conform with Angie's List's publication criteria, which may change from time to time at Angie's List's sole discretion.

11. COMPLAINT RESOLUTION PROCESS

If You have a dispute with a Service Provider and an active, qualifying Plan, You may request Angie's List's assistance in communicating with that Service Provider about Your desired resolution (the "Complaint Resolution Process" or the "CRP").

You may request to participate in the CRP through our Website or by contacting a member care representative. You then will be requested to complete and return to Angie's List certain documentation relating to Your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable timeframe.

If the Service Provider agrees to Your desired resolution or supplies a counteroffer that You find acceptable, the case is considered resolved, Your review regarding the Service Provider will be removed, and You will have the opportunity to submit updated feedback about Your experience. If the Service Provider responds but does not resolve the matter as described above, Your feedback shall remain unchanged.

Your participation in the CRP is at Angie's List's sole discretion. We reserve the right to reject Your request to participate for any reason. By participating in the CRP, You consent to have Your complaint and a story about the circumstances relating to the CRP published in our monthly magazine and online publications. For complaints involving health care providers, we may ask You to sign a HIPAA (Health Insurance Portability and Accountability Act) waiver to allow the Service Provider to discuss the issue with us.

The CRP is not a legal forum and Angie's List does not, at any time, become a party to Your dispute with the Service Provider. Angie's List is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Service Provider, Angie's List encourages You to consult with an attorney. Angie's List does not guarantee that Your participation in the CRP will result in a satisfactory outcome or Your desired resolution. YOU AGREE THAT, BY OFFERING THE CRP, ANGIE'S LIST DOES NOT WAIVE ANY OF ITS DISCLAIMERS OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION THOSE SET FORTH UNDER SECTIONS 14 (SERVICE PROVIDERS), 24 (WARRANTY DISCLAIMER), AND 25 (LIMITATION OF LIABILITY).

12. CONTENT LICENSE AND PROMOTION PLACEMENT

Although Angie's List does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the "Content"), by providing Content for the Website and the Magazine, You automatically grant, and You represent and warrant that You have the right to grant, to Angie's List an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Angie's List with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website or in the Magazine by any other party.

You understand that Angie's List may display, disseminate, or place Promotions near, with, or adjacent to Your Content in any form or media (whether now known or subsequently created). The manner, mode, and extent of such Promotions are subject to change at Angie's List's discretion and without notice to You.

13. PUBLICATION AND DISTRIBUTION OF CONTENT

Angie's List does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Angie's List simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content ("Service Provider Content"). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that Angie's List does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that Angie's List has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other Angie's List member or any Service Provider. However, Angie's List reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will Angie's List be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed,

transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against Angie's List relating to Content or Service Provider Content, and release Angie's List from any and all liability for or relating to any Content or Service Provider Content.

14. SERVICE PROVIDERS

Angie's List does not endorse and is not responsible or liable for any Content, Service Provider Content, Promotions, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers (which includes, but is not limited to, health care and wellness providers). You agree that should You use or rely on such Content, Service Provider Content, Promotions, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider (which includes, but is not limited to, health care and wellness providers), Angie's List is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider (which includes, but is not limited to, health care and wellness providers) exclusively and do not involve Angie's List. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Service Providers (which includes, but is not limited to, health care and wellness providers).

You agree that Angie's List is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them, waive the right to bring or assert any claim against Angie's List relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release Angie's List from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers). In addition, You understand that Angie's List may exclude Service Providers from displaying in search results on the Angie's List Website for failing to meet particular Angie's List standards regarding Service Provider conduct and performance.

Angie's List may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, ANGIE'S LIST DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 24 (WARRANTY DISCLAIMER), OR SECTION 25 (LIMITATION OF LIABILITY).

15. HEALTH RELATED PROVIDERS

The contents of the Angie's List Website, such as text, graphics, images, information obtained from Angie's List's, and other material contained on the Angie's List Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard

professional medical advice or delay in seeking it because of something You have read on the Angie's List Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. Angie's List does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. Angie's List is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by Angie's List, Angie's List employees, others appearing on the Website at the invitation of Angie's List, or other visitors to the Website is solely at Your own risk.

The Website may contain health-related materials that are sexually explicit. If You find these materials offensive, You may not want to use our Website.

You should be aware that if You post any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. Angie's List is not liable for any such Service Provider Content. Please see Section 13 (Publication and Distribution of Content) above for more information about Angie's List's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither Angie's List, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to this Website and it may be used for purposes that are unintended by You or Angie's List.

16. YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

- (a) are above the age of eighteen (18);
- (b) will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
- (c) will not submit any reviews that may be considered by Angie's List to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
- (d) will submit thorough and thoughtful reviews of the Service Providers You review (for example, submitting a review describing a service contractor as "He/She is great." without additional commentary is not a thorough and thoughtful review);

- (e) will not submit reviews that comment on other users or the reviews of other users;
- (f) will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Angie's List, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
- (g) will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
- (h) will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
- (i) will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- (j) will not take any action that would undermine the review and rating process under the Service;
- (k) will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
- (l) will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- (m) will not use the Service in any way that could interfere with the rights of Angie's List or the rights of other users of the Service;
- (n) have sufficient rights in and to all Content that You provide, transmit or otherwise convey to Angie's List in connection with the Service;
- (o) agree not to re-sell or assign Your rights or obligations under this Agreement;
- (p) will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;
- (q) will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of Angie's List, which consent may be withheld by Angie's List in our discretion;
- (r) grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;
- (s) agree not to create an account or use Angie's List services if Your account previously has been terminated by Angie's List or if You previously have been banned from using the services; and

(t) agree not to: (i) register for more than one account or register for an account on behalf of an individual other than yourself; (ii) impersonate any person or entity, including, but not limited to, Angie's List personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews and ratings that You provide do not reflect the views of Angie's List, its officers, managers, owners, employees, agents, designees or other users. In addition, Angie's List retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. Angie's List may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, Angie's List may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

17. DISCLOSURE OF INFORMATION

As Angie's List continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

18. TERM AND TERMINATION

The initial term of this Agreement will be defined in Your membership Plan, and will continue for automatic subscription renewals thereafter until termination by either party in accordance with the terms of this Agreement.

Angie's List may, for any reason in its sole discretion, immediately terminate this Agreement, Your account and Your access to the Service. If Angie's List merely terminates Your account for its convenience and You are not in breach of this Agreement, Angie's List will refund Your membership fees on a pro rata basis from the date of such termination to the end of the then current term.

Termination of Your account will include removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.

19. MODIFICATION OF TERMS AND CONDITIONS

Angie's List will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website (www.angieslist.com). You will receive notice if modifications to the Agreement are made. Angie's List

will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

20. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE

Angie's List reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that Angie's List will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that Angie's List may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which You may access the Service in a given period of time. You agree that Angie's List has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. You agree that Angie's List has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

21. DELAYS

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Angie's List is not responsible for any delays, failures or other damage resulting from such problems.

22. USER FEEDBACK

Angie's List appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Service, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of Angie's List. In addition, none of the Submissions will be subject to any obligations of confidentiality and Angie's List will not be liable for any future use or disclosure of such Submissions.

23. COPYRIGHT MATERIALS

Aside from user-submitted Content and Service Provider Content, all other materials and other information on the Website and the Magazine, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright

Materials") are the exclusive property of Angie's List and/or its licensors and are protected by all United States and international copyright laws.

24. WARRANTY DISCLAIMER

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT ANGIE'S LIST ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. ANGIE'S LIST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR ANGIE'S LIST COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

25. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANGIE'S LIST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST OR THE FAILURE OF ANGIE'S LIST TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website or in the Magazine represents a substantial portion of the value You receive from Your Angie's List's membership fee. THEREFORE, TO THE EXTENT ANGIE'S LIST IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, ANGIE'S LIST'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF MEMBERSHIP FEES (IF MEMBERSHIP FEES ARE PAID ON AN OTHER THAN MONTHLY BASIS IT WILL BE THE PRORATED VALUE OF MEMBERSHIP FEES OVER A ONE (1) MONTH PERIOD).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANGIE'S LIST CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO ANGIE'S LIST THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR ANGIE'S LIST, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF ANGIE'S LIST TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF ANGIE'S LIST TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT ANGIE'S LIST SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

26. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Angie's List, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to Angie's List or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. Angie's List will have sole control of the defense of any such damage or claim.

27. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Angie's List to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which You accept as reasonable estimates of Angie's List's damages for the specified breaches of this Agreement:

- (a) If You post Content in violation of this Agreement, You agree to promptly pay Angie's List One Thousand Dollars (\$1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.
- (b) If You display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay One Thousand Dollars (\$1,000) for each item of Content displayed, copied, duplicated, reproduced, sold, re-sold or exploited in violation of this Agreement
- (c) If You use computer programming routines that are intended to aggregate records or reviews from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our

Website, You agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by You.

(d) Except as set forth in the foregoing subsections (a) through (c), inclusive, You agree to pay the actual damages suffered by Angie's List, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

28. NOTICE

You agree that Angie's List may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting the notices on the Website. All notices to Angie's List will be provided by either sending: (i) an email to <mailto:memberservices@angieslist.com>; or (ii) a letter, first class certified mail, to Angie's List, 1030 East Washington, Indianapolis, Indiana 46202, Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), Angie's List will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

Angie's List, Inc.
1030 E. Washington St.
Indianapolis, IN 46202
Attn: Evan Hock
Email: copyrightagent@angieslist.com

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please report Your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- (iv) information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
- (v) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
- (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Angie's List will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

29. ENTIRE AGREEMENT

This Agreement governs Your use of the Service and constitutes the entire agreement between You and Angie's List. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and Angie's List regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to Angie's List under this Agreement.

30. GOVERNING LAW

This Agreement and the relationship between You and Angie's List will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Marion County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Angie's List may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

31. PROVISIONS REMAINING IN EFFECT

In the event Your membership with Angie's List is terminated or lapses or You are no longer a user of Angie's List, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 12, 14, 15, 17 and 23 through 31.

32. MISCELLANEOUS

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Angie's List's rights if Angie's List fails to enforce any of the terms or conditions of this

Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and Angie's List agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and Angie's List as a result of this Agreement or use of the Service. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

EXHIBIT 9

How Does Angie's List Make Money?

Consumers pay a membership fee for certain of Angie's List membership tiers. [Get more details!](#)

Comment [m1]: Hyperlink to tier and payment information.

Angie's List also generates revenue from service providers. For example, Angie's List allows providers who have earned an "A"- or "B"- overall rating to pay to [advertise coupons, discounts, or other promotions](#) to our members through our website, magazine, and call center. Angie's List also can, but does not always, earn revenue from the various [e-commerce offerings](#), currently including Angie's Big Deal and Angie's Storefront.

Comment [m2]: Hyperlink to "Can Providers Advertise on the List?" FAQ

Comment [m3]: Hyperlink to "Can Providers Advertise on the List?" FAQ

Can Providers Advertise on the List?

Yes. Angie's List allows providers who have earned an "A"- or "B"- [overall rating](#) to pay to advertise coupons, discounts, or other promotions to our members through our website, magazine, and call center. Advertising revenue helps to keep down membership costs and Angie's List limits advertising to highly-rated providers.

Comment [m4]: Hyperlink to "How do Providers Receive Ratings?" FAQ

Eligible service providers can [pay to advertise](#) on Angie's List's website in the form of coupons, which are returned at the top of search results in the sort by "with coupon" setting on the website. Members can easily change their [sort setting](#) if they would rather see providers sorted some other order, like by rating, number of reviews, geographic proximity, or alphabetically.

Comment [m5]: Hyperlink to "How Does Angie's List Make Money" FAQ

Comment [m6]: Hyperlink to "Understanding and Sorting Search Results"

Angie's List also facilitates the offering of various types of e-commerce products to members, including Angie's Big Deal and Angie's Storefront. Angie's List may also earn fees and other revenue through certain of these transactions.

If a service provider's overall rating falls below a "B" (or if they fail to respond to a Complaint Resolution issue), we will remove their coupons and eCommerce promotions from our website, magazine, and call center. Failure to maintain other customer satisfaction standards, like working with our Complaint Resolution Team to resolve members' complaints or failing to have required licensing, also will cause us to remove the provider's coupons or other offerings.

Companies are not obligated to advertise, nor does their decision to advertise affect their rating or their reviews.

How do Providers Receive Ratings?

Providers are graded on the List only after a member submits feedback. The rating system we use is similar to a report card (with an "A" through "F" scale) and is used to grade the quality of the member's experience with a provider.

To ensure that overall grades are fair and accurate, we weigh feedback on completed work more heavily than experiences that are limited to estimates or telephone interactions.

An “overall rating” is a service provider’s average rating since the provider first appeared on the List. A “current rating” is a service provider’s average rating for the last three years.

Providers can’t change their rating on the List and they aren’t allowed to grade themselves. Only Angie’s List members have the power to change a company’s grade.

What Are E-Commerce Offerings?

Service providers who meet our advertising criteria can also extend e-commerce offers to consumers. An e-commerce offer is a service that can be purchased by a consumer directly from an eligible service provider through the List (for example, “Big Deals”).

Comment [D7]: Hyperlink to “Big Deals” FAQ

Understanding and Sorting Search Results

To get a list of recommendations for an upcoming project, start by searching the List. Your search results will be comprised of information about providers in your area, including:



- The **letter grade** is the average rating the provider has earned in the service category over the past three years. We use an “A” through “F” grade scale, like a report card.

- To the right of their grade, you’ll see the **number of reviews** the provider has received in the service category in the past three years is displayed. If we have reviews from members within 5 miles of your address, you’ll see another number in gray beneath the total number of reviews.

- If a company is offering coupons or Deals, there will be a **coupon icon** and a **Buy it Now** button. Click the provider’s name to find out more about these offers.

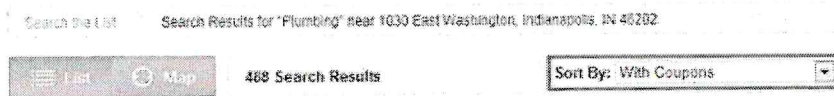
- Providers who have earned our Super Service Award will have a **green and yellow star** near their name.

- A gold shield indicates that the providers earned our Certified Gold.

To see the provider’s contact information and recent feedback, click their name. On their profile page, you’ll be able to view all reviews and learn more about the company.

1. Sorting results

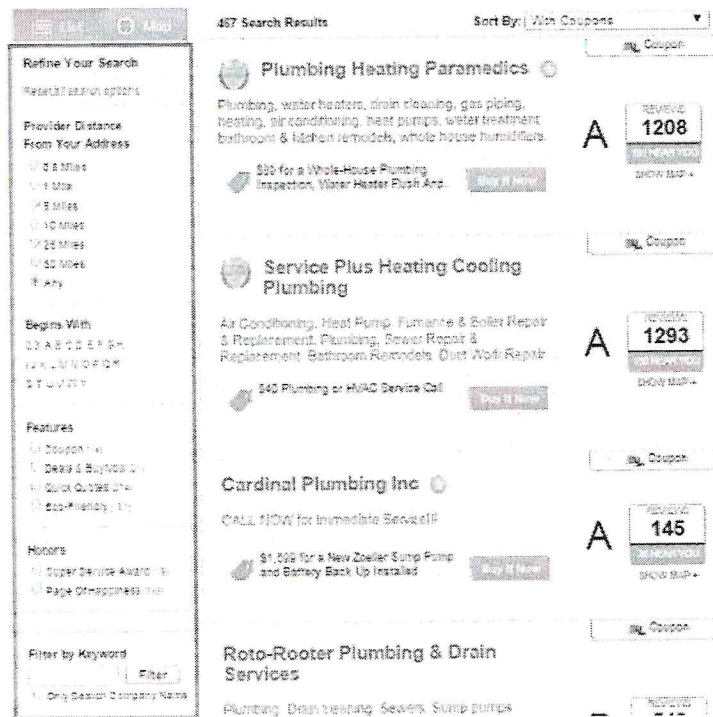
A provider's position in your search results is determined by a number of criteria, including their category grade based on ratings from the last three years, number of reviews, and geography. To help prevent the same providers from always showing up first, companies who have earned similar grades are rotated within your results.



Service providers paying to advertise coupons are returned at the top of search results in the sort by "With Coupons" search setting on the website. This is the initial setting. Members can easily change the sort setting if they would rather see service providers sorted in another way, such as by ratings, number of reviews, geographic proximity, or alphabetically. In these sort settings, the service providers are sorted in order of the chosen criteria without regard to whether they offer coupons.

2. Using search filters

To refine your results, there are a several different filters you can use to narrow your options. These filters are in the vertical tool bar to the left of your results.



Using these filters, you can find companies that are closer to home by adjusting the distance filters. You can also choose to view only companies that are Super Service Award winners or Page of Happiness nominees within your results (if available) or find coupons or Big Deals.

The **Filter by Keyword** field at the bottom of the tool bar allows you to focus your searches. A keyword search will scan through business descriptions, listed services, and member reviews to find matches for your search terms. For example, instead of looking through the entire roofing category for companies that have experience doing soffit repair, you can filter your results by keyword to save time.

Sometimes Service Providers will not appear in search results, and this can happen for a variety of reasons. For example, Service Providers who are rated C, D, or F, do not meet requirements for responsiveness to members, or do not have necessary required licenses may be excluded from certain kinds of searches (category and keyword). In those instances, a precise search for the Service Provider's company name should result in a link to that Service Provider's profile.

EXHIBIT 10

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JANELL MOORE, on Behalf of Herself and All
Others Similarly Situated,

Plaintiff,

vs.

ANGIE'S LIST, INC.,

Defendant.

CIVIL ACTION NO: 2:15-cv-01243

**DECLARATION OF DAVID J. STANOCH IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, David J. Stanoch, do hereby declare and state as follows:

1. I am an associate at the law offices of Golomb & Honik, P.C., and counsel of record for Plaintiff Janell Moore. I am licensed to practice in the Commonwealth of Pennsylvania, the United States District Court for the Eastern District of Pennsylvania, and other jurisdictions. I have personal knowledge of all the facts stated herein and, if called to testify as a witness, I could and would competently testify to them.

2. This declaration is made in support of Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action Settlement.

3. The Settlement provides substantial relief to the Class and the terms of the Settlement are fair, adequate, and reasonable.

4. The parties' first in-person mediation occurred on October 26, 2015 before Magistrate Judge Jacob Hart, after limited discovery. At that time, the parties could not reach a settlement at that particular stage of the litigation.

5. As discovery progressed, the parties believed it was worthwhile to re-engage in formal mediation discussions. The parties jointly retained an experienced mediator, James T. Giles, Esq., currently Of Counsel of Pepper Hamilton LLP and a retired former Chief Judge of this District.

6. The first in-person, all-day mediation session before Judge Giles took place on April 4, 2016, after the parties provided Judge Giles with certain case materials and information. By this time, significant fact discovery had been completed, and the parties' discovery motions had been resolved by the Court.

7. The parties made substantial progress at the April 4 mediation, but could not achieve a resolution. The parties continued to engage in negotiations after April 4 and, after many days of back-and-forth, the contours of a potential agreement in principle began to take shape.

8. The parties held another in-person, all-day mediation session with Judge Giles on April 12, 2016, which resulted in a detailed, written memorandum of understanding.

9. As can be attested to by Judge Giles, the mediation process was non-collusive and conducted at arms-length between the parties with divergent views as to the risks of litigation, and the ultimate value of any judgment – the same views which had stymied earlier efforts toward resolution before Magistrate Judge Hart, but which had been tempered and adjusted on both sides by the ensuing discovery and this Court's discovery rulings.

10. On April 20, 2016, the parties informed this Court that following private mediation and months of protracted litigation, they had reached an agreement in principle

on behalf of the Class defined herein. The parties informed the *Zygelman* and *Glick* courts as well.

11. The parties executed the Agreement on June 24, 2016, memorializing the agreement and expanding upon the memorandum of understanding executed on April 19, 2016, subject to Preliminary Approval and Final Approval as required by Federal Rule of Civil Procedure 23.

12. During the course of discovery, Angie's List had propounded multiple document requests and interrogatories to Plaintiff, all of which she answered. Plaintiff Moore also produced documents, and was deposed.

13. Plaintiff propounded multiple sets of document requests, interrogatories, and requests for admission to Angie's List. Angie's List responded to Plaintiff's written discovery, and also produced more than 100,000 pages of documents.

14. Plaintiff also deposed four key defense witnesses, including Angie's List's senior director of product management, senior director of sales originations, manager of service provider integrity, and former director of product and market research.

15. In addition, Plaintiff had conducted third-party discovery as well, having subpoenaed Angie's List's outside auditor, BPA Worldwide, who separately produced more than 15,000 pages of documents.

16. Although each individual Class Member's claim is relatively small in value, the continued litigation of this matter will require (and has already required) substantial resources. Also, although substantial fact discovery has occurred, some fact discovery remains were this case to be litigated further, such as additional depositions and the extraction, production, and analysis of various data from Angie's List.

17. The parties have not yet briefed class certification, which likely would require expert disclosures and depositions, and dispositive motions have not yet been filed. All of these matters would require significant time and expense, and while Plaintiff and Class Counsel are confident in the strength of their claims, they are also pragmatic that there is no guarantee of success and that substantial obstacles exist at the class certification, summary judgment, and trial phases.

18. The Settlement was reached at a pivotal stage: after substantial fact discovery, but before key procedural and merits junctures. This has enabled Class Counsel to evaluate with confidence the strengths and weaknesses of Plaintiff's claims and Angie's List's defenses. Plaintiff also faces the very real prospect of being foreclosed from some or any recovery at the class certification, summary judgment, or trial.

19. Protracted litigation carries inherent risks that would have delayed and endangered Class Members' recovery.

20. This Settlement provides the best vehicle for Class Members to receive the relief to which they are entitled in a prompt and efficient manner without further delay.

21. The monetary and injunctive relief under the Settlement represents a substantial benefit to the Class, and is reasonable given the procedural posture and complexity of this litigation and the substantial barriers that stood between now and any final judgment in favor of Plaintiff and the Class: denial of class certification; interlocutory Rule 23(f) appeal of class certification; summary judgment; exclusion of experts or other evidence; trial; and, post-trial appeals.

22. The proposed class representatives' interests are coextensive with, and not antagonist to, the interests of the Class because they have an equally great interest in the relief offered by the Settlement, and there are no diverging interests between the proposed class representatives and the Class.

23. Absent settlement, this case could take at least an additional two years to exhaust all appeals.

24. The proposed class representatives are represented by qualified and competent Class Counsel with extensive experience and expertise in prosecuting complex class actions.

25. Golomb & Honik, P.C. has successfully handled national, regional, and statewide class actions, as well as other complex mass or multi-party actions, throughout the United States in both federal and state courts, including: *Refund Anticipation Loan Litigation*, No.1:12-cv-02949 (N.D. Ill. 2012); *Spinelli v. Capital One Services*, No. 08-cv-132 (M.D. Fla. 2008); *Kardonick v. JP Morgan Chase & Co.*, No. 10-cv-23235 (S.D. Fla. 2010); *In re Discover Payment Protection Plan Marketing & Sales Practices Litigation*, MDL No. 2217 (N.D. Ill. 2011); *Esslinger v. HSBC Bank USA, Inc.*, No. 2:10-cv-03213 (E.D. Pa. 2010); *In re Bank of America Credit Protection Marketing & Sales Practices Litigation*, No. 3:11-md-02269 (N.D. Cal. 2011); *In re Budeprion XL Marketing & Sales Litigation*, MDL No. 2107 (E.D. Pa. 2012); *In re Checking Account Overdraft Litigation*, MDL No. 2036 (2009); *Mattel Lead Paint Class Action*, MDL No. 1897 (2007); *David v. American Suzuki Motor Corp.*, No. 08-CV-22278 (2007); *Cullen et al. v. Whitman Medical Corporation d/b/a Whitman Education Group, Inc., et al.*, 197 F.R.D. 136 (E.D. Pa. 2000); and *Whisnant, et al. v. General Chemical Corp.*, et al. No.

99-12286, Court of Common Pleas of Delaware County, Pa., 1999. Golomb & Honik served on the Executive Committee in the multi-district litigation styled *In re Budeprion XL Sales & Marketing Practices Litigation*, and currently serves as Liaison Counsel in the multi-district litigation styled *In re Benicar (Olmesartan) Litigation*.

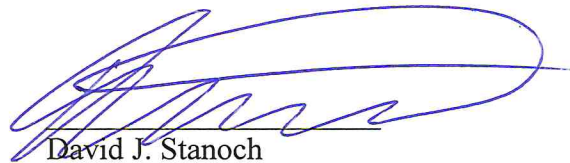
26. Beasley Allen has successfully brought a number of class actions filed in federal and state courts. Current and former cases include: *Larry Clairday, et al. v. Tire Kingdom, Inc., et al.*, No. 2007-CV-020 (S.D. Ga.); *Wimbreth Chism, et al. v. The Pantry, Inc. d/b/a Kangaroo Express*, No. 7:09-CV-02194-LSC (N.D. Ala.); *Danny Thomas, et al. v. Southern Pioneer Life Insurance Company*, No. CIV-2009-257JF, in The Circuit Court of Greene County, State of Arkansas; *Dolores Dillon v. MS Life Insurance Company n/k/a American Bankers Life Assurance Company of Florida*, No. 03-CV-2008-900291, in The Circuit Court of Montgomery County, Alabama; *Coates v. MidFirst Bank*, 2:14-cv-01079 (N.D. Ala.); *Walls v. JP Morgan Chase Bank, N.A.*, 3:11-cv-00673 (W.D. Ky.); *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litig.*, 3:15-md-02672 (N.D. Cal.); *In re Takata Airbag Products Liability Litig.*, 1:15-md-02599 (S.D. Fla.); *In re Blue Cross Blue Shield Antitrust Litig.*, 2:13-cv-20000 (N.D. Ala.).

27. Carter Wolden Curtis LLP has successfully handled various complex class-actions throughout the United States, national, regional, and statewide class actions, as well as other complex mass or multi-party actions, throughout in California and elsewhere throughout the United States in both federal and state courts, including: *Keilholtz v. Lennox, et al.*, No. 4:08-cv-00836 (N.D. Cal.); *Rotandi v. Miles Industries, Ltd*, No. C11-02146 EDL (N.D. Cal.); *Banks, et al. v. Nissan North America, Inc.*, Case

No. 4:11-cv-02022 (N.D. Cal.); *In Re Google, Inc. Gmail Litigation*, No. 13-MD-02430 (N.D. Cal.); *In Re: Vytarin/Zetia Marketing and Sales Practices Litigation*, MDL No. 193 (D.N.J.); and *In Re: Denture Cream Products Liability Litigation*, MDL No. 2051 (S.D. Fla.).

I declare under the penalty of perjury that the foregoing is true and correct.

Executed this 24th day of June, 2016, in Philadelphia, Pennsylvania.



David J. Stanoch

EXHIBIT C

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JANELL MOORE, on behalf of herself and all others similarly situated,	:	CIVIL ACTION
	:	
	:	NO. 15-1243-SD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
ANGIE’S LIST, INC.,	:	
	:	
Defendant.	:	
	:	

DECLARATION OF CAMERON AZARI, ESQ., ON SETTLEMENT NOTICE PLAN

I, CAMERON R. AZARI, ESQ., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I am over the age of twenty-one and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and I have served as a legal notice expert in dozens of federal and state cases involving class action notice plans.
3. I am the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft has been involved with some of the most complex and significant notices and notice programs in recent history. Hilsoft is a business unit of Epiq Systems Class Action and Claims Solutions (“ECA”).

DECLARATION OF CAMERON AZARI, ESQ., ON SETTLEMENT NOTICE PLAN

4. With experience in more than 300 cases, notices prepared by Hilsoft Notifications have appeared in 53 languages with distribution in almost every country and territory in the world. Judges, including in published decisions, have recognized and approved numerous notice plans developed by Hilsoft Notifications, which decisions have always withstood collateral reviews by other courts and appellate challenges.

EXPERIENCE RELEVANT TO THIS CASE

5. Hilsoft Notifications has served as notice expert and has been recognized and appointed by courts to design and provide notice in many large and complex cases.

6. We have been recognized by courts for our testimony as to which method of notification is appropriate for a given case, and have provided testimony on numerous occasions on whether a certain method of notice represents the best notice practicable under the circumstances. For example:

a) In *Marolda v. Symantec Corporation*, No. 08-cv-05701 (N.D. Cal.), Judge

Edward M. Chen stated on April 5, 2013:

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

b) In *In Re: Zurn Pex Plumbing Products Liability Litigation*, No.

0:08cv01958 (D. Minn.), Judge Ann D. Montgomery stated on February 27, 2013:

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center. The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).

c) In *In re: Heartland Payment Systems, Inc. Customer Data Security Breach*

Litigation, MDL 09-2046 (S.D. Tex.), Judge Lee Rosenthal stated on March 2, 2012:

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197 (internal quotation marks omitted).*

7. Numerous other court opinions and comments as to our testimony, and opinions on the adequacy of our notice efforts, are included in Hilsoft Notifications' curriculum vitae included as Attachment 1.

8. In forming my expert opinions, I and my staff draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, receiving my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Hilsoft Notifications since 2008 and have overseen the detailed

planning of virtually all of our court-approved notice programs since that time. Prior to assuming my current role with Hilsoft Notifications, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal Advertising). Overall, I have fifteen years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs.

9. This declaration will describe the Settlement Notice Plan (“Notice Plan” or “Plan”) proposed here for the parties’ settlement in *Janell Moore v. Angie’s List, Inc.*, No. 15-cv-01243-SD (E.D. Pa.).

NOTICE PLAN DETAIL

10. The Settlement Agreement defines the “Settlement Class” as all persons in the United States who were paying members of Angie’s List at any time between March 11, 2009, and the Preliminary Approval Date.

11. Federal Rule of Civil Procedure 23 directs that the best notice practicable under the circumstances must include “individual notice to all members who can be identified through reasonable effort.”¹ The proposed notice effort satisfies these requirements. I understand that names and email addresses are available from Angie’s List records for nearly all Settlement Class Members and that associated physical street addresses are available for most Settlement Class Members.

12. As provided in Paragraphs 58-61 of the Settlement Agreement, individual notice will be given to Settlement Class Members via an Email Notice to each member of the Settlement Class at the last email address on record at Angie’s List.

¹ FRCP 23(c)(2)(B).

13. As provided in Paragraph 62 of the Settlement Agreement, for any such email transmission that is undeliverable, a Postcard Notice will be sent by first-class mail, postage prepaid, to the last known mailing address of such members of the Settlement Class as reflected in Angie's List's records. The Settlement Agreement further specifies that an email will be considered "undeliverable" if the Settlement Administrator sends the email and subsequently receives a message from the recipient's Simple Mail Transfer Protocol ("SMTP") service that confirms the email was not delivered.

14. The Email Notice will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major emails providers as one not used to send bulk "SPAM" or "junk" email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a "bounce code" should be returned along with the unique message identifier. For any Email Notice for which a bounce code is received indicating that the message is undeliverable, at least two additional attempts will be made to deliver the Email Notice.

15. The Email Notice will include the website address for the Settlement Website. By accessing the website, recipients will be able to easily access the Long Form Notice, Settlement Agreement, Claim Form, important pleadings, and other documents and information about the settlement as described in the Settlement Agreement. The proposed summary Email Notice is included as Attachment 2.

16. As described above, a Postcard Notice will be sent to members of the Settlement Class by United States Postal Service (“USPS”) first class mail to the street address on record associated with any email record that was undeliverable after three attempts to send an E-mail Notice.

17. Prior to the initial mailing of the Postcard Notice, all postal mailing addresses designated to receive a Postcard Notice will be checked against the National Change of Address (“NCOA”) database maintained by the USPS, which contains records of all reported permanent moves for the past four years. All addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip codes, and verified through the Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. The proposed Postcard Notice is included as Attachment 3

18. In my experience, the email and postcard notice process described above typically results in a very high number of notices being successfully delivered. Especially when, as here, we have emails and physical addresses provided by Settlement Class members to the defendant through a subscription registration process and expressly for the communication and delivery of services.

19. This is reinforced by the results of a recent class action settlement involving Angie’s List that used a combination email and postcard notice process similar to the one proposed in the present Settlement Agreement. In *Fritzing v. Angie’s List, Inc.*, Case No. 1:12-cv-1118-JMS-DML in United States District Court in the Southern District of Indiana, a

combination of email and postcard notice was reported as deliverable to over 99% of the Settlement Class.

Case Website

20. As part of the Notice Program, a neutral, informational, settlement website with the easy-to-remember domain name of www.MoorevALsettlement.com will be established where members of the Settlement Class can obtain additional information and documents and pleadings, including the Complaint and Defendant's Answer, the Long Form Notice, the Settlement Agreement, the Preliminary Approval Order, the Claim Form, and any other pleadings or further information that the Parties agree to provide or that the Court may require.

21. Settlement Class Members will also be able to file a claim online through the Settlement Website.

22. Moreover, the website will include information on how members of the Settlement Class can request exclusion from the settlement if they choose and will include an Opt-Out Form. The website address will be prominently displayed in the email and printed notice documents.

Toll-Free Telephone Number and Postal Mailing Address

23. A toll-free number will be established. Callers will hear an introductory message. Callers will then have the option to continue to get information about the settlement in the form of recorded frequently asked questions and will have an option to request a Long Form Notice, a Claim Form, and/or an Opt-Out Form be sent by mail or email.

24. A postal mailing address will also be provided, allowing members of the Settlement Class to request additional information or ask questions via these channels.

CONCLUSION

25. In class action notice planning, execution, and analysis, we are guided by the Due Process Clause of the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to constitute the best practicable notice under the circumstances, and, in a class action settlement notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to Class Members in any way. All of these requirements will be met in this case.

26. Many courts have accepted and understood that a 75 or 80 percent reach is more than adequate. In 2010, the Federal Judicial Center issued a Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.² Here, given the extensiveness of Angie’s List’s membership data, in the form of email and physical mailing addresses, we reasonably expect to deliver notice at the higher end of this range.

27. The Class Notice plan, which provides direct notice to the Settlement Class, will provide the best notice practicable under the circumstances of this case, conforms to all aspects

² Federal Judicial Center, *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3.

of Federal Rule of Civil Procedure 23, and comports with the guidance for effective notice articulated in the *Manual for Complex Litigation*, 4th ed.

28. At the conclusion of the Class Notice plan, we will provide a final report verifying its effective implementation.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 23rd, 2016.



Cameron R. Azari, Esq.

© 2016 Hilsoft Notification

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. For more than 21 years, Hilsoft Notifications' notice plans have been approved and upheld by courts. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. Case examples include:

- One of the largest claim deadline notice campaigns ever implemented, for BP's \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- *Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Date Notice)*, 14-10979(CSS) (Bankr. D. Del.).
- Landmark \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, MDL No. 1720 (E.D.N.Y.).
- BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. PNC, Citizens, TD Bank, Fifth Third, Harris Bank M&I, Comerica Bank, Susquehanna Bank, Capital One, M&T Bank and Synovus are among the nearly 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- Possibly the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.)

- Largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement providing payments up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe’s purchasers during a six-week period. ***Vereen v. Lowe’s Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).
- Largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation***, MDL No. 1350 (N.D. Ill.).
- Most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.***, 8:07-cv-1434-T-23TGW (M.D. Fla.).
- Largest combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).
- Most comprehensive notice ever in a securities class action for the \$1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation***, MDL No. 1539 (D. Md.).
- Most complex worldwide notice program in history. Designed and implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages for \$1.25 billion settlement. ***In re Holocaust Victims Assets, “Swiss Banks”***, No. CV-96-4849 (E.D.N.Y.).
- Largest U.S. claim program to date. Designed and implemented a notice campaign for the \$10 billion program. ***Tobacco Farmer Transition Program***, (U.S. Dept. of Ag.).
- Multi-national claims bar date notice to asbestos personal injury claimants. Opposing notice expert’s reach methodology challenge rejected by court. ***In re Babcock & Wilcox Co***, No. 00-10992 (E.D. La.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 16 years of experience in the design and implementation of legal notification and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*, *Heartland Payment Systems*, *In re: Checking Account Overdraft Litigation*, *Lowe’s Home Centers*, *Department of Veterans Affairs (VA)*, and *In re Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Executive Director

Lauran Schultz consults extensively with clients on notice adequacy and innovative legal notice programs. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration for the past seven years. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe’s Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq Systems in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran’s education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing A Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- **Cameron Azari** Co-Author, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, April 2013.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.

- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements" – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stroock & Stroock & Lavan litigation group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, "Twice the Notice or No Settlement." Current Developments – Issue II, August 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication" – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (April 11, 2016) No. 14-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Robert W. Gettleman, *Adkins v. Nestle Purina PetCare Company, et al.*, (June 23, 2015) No. 12-cv-2871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) No. 2:10-cv-01505-JCZ-KWR (E.D. La.) and No. 1:10-cv-22058-JLK (S.D. Fla.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 2036 (S.D. Fla.)

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.*, (December 29, 2014) No. 1:10-cv-10392-RWZ (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation, and FIA Card Services, N.A.*, (August 29, 2014) No. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.*, (July 30, 2015) 14-10979(CSS) (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) No. CGC-12-519221 (Cal. Super. Ct.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, (December 13, 2013) No. 1:05-cv-03800 (E.D. NY.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, *Evans, et al. v. TIN, Inc., et al.*, (July 7, 2013) No. 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation*, (April 5, 2013) No. 08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re Zurn Pex Plumbing Products Liability Litigation*, (February 27, 2013) No. 0:08cv01958 (D. Minn.):

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.*, (January 28, 2013) No. 3:10-cv-960 (D. Or.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Medical Benefits Settlement), (January 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Economic and Property Damages Settlement), (December 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and ArklaMISS Surgery Center, L.L.C. v. FairPay Solutions, Inc., (August 17, 2012) No. 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, In re Checking Account Overdraft Litigation (IBERIABANK), (April 26, 2012) MDL No. 2036 (S.D. Fla.):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." *Mullane*, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, Vereen v. Lowe's Home Centers, (April 13, 2012) SU10-CV-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the

constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation*, (March 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank*, (December 1, 2011) 1:10-CV-00232 (D.D.C.)

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank*, (July 29, 2011) No. 1:09-cv-6655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.*, (June 30, 2011) No. 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.):

The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

Judge Ted Stewart, *Miller v. Basic Research, LLC*, (September 2, 2010) No. 2:07-cv-871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.*, (October 7, 2009) No. 5:07cv2580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litigation*, (September 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

Judge Lisa F. Chrystal, *Little v. Kia Motors America, Inc.*, (August 27, 2009) No. UNN-L-0800-01 (N.J. Super. Ct.):

The Court finds that the manner and content of the notices for direct mailing and for publication notice, as specified in the Notice Plan (Exhibit 2 to the Affidavit of Lauran R. Schultz), provides the best practicable notice of judgment to members of the Plaintiff Class.

Judge Barbara Crowder, *Dolen v. ABN AMRO Bank N.V.*, (March 23, 2009) No. 01-L-454, 01-L-493 (3rd Jud. Cir. Ill.):

The Court finds that the Notice Plan is the best notice practicable under the circumstances and provides the Eligible Members of the Settlement Class sufficient information to make informed and meaningful decisions regarding their options in this Litigation and the effect of the Settlement on their rights. The Notice Plan further satisfies the requirements of due process and 735 ILCS 5/2-803. That Notice Plan is approved and accepted. This Court further finds that the Notice of Settlement and Claim Form comply with 735 ILCS 5/2-803 and are appropriate as part of the Notice Plan and the Settlement, and thus they are hereby approved and adopted. This Court further finds that no other notice other than that identified in the Notice Plan is reasonably necessary in this Litigation.

Judge Robert W. Gettleman, *In re Trans Union Corp.*, (September 17, 2008) MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law... Accordingly, all objections are hereby OVERRULED.

Judge Steven D. Merryday, *Lockwood v. Certegy Check Services, Inc.*, (September 3, 2008) No. 8:07-cv-1434-T-23TGW (M.D. Fla.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable and constituted the best notice practicable in the circumstances. The notice as given provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions of the

Settlement Agreement, and these proceedings to all persons entitled to such notice, and the notice satisfied the requirements of Rule 23, Federal Rules of Civil Procedure, and due process.

Judge William G. Young, *In re TJX Companies*, (September 2, 2008) MDL No. 1838 (D. Mass.):

The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge Philip S. Gutierrez, *Shaffer v. Continental Casualty Co.*, (June 11, 2008) SACV-06-2235-PSG (PJWx) (C.D. Cal.):

...was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.

Judge Robert L. Wyatt, *Gunderson v. AIG Claim Services, Inc.*, (May 29, 2008) No. 2004-002417 (14th Jud. D. Ct. La.):

Notices given to Settlement Class members...were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Mary Anne Mason, *Palace v. DaimlerChrysler Corp.*, (May 29, 2008) No. 01-CH-13168 (Ill. Cir. Ct.):

The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process and complied with 735 ILCS §§5/2-803 and 5/2-806.

Judge David De Alba, *Ford Explorer Cases*, (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved—submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

Judge Kirk D. Johnson, *Webb v. Liberty Mutual Ins. Co.*, (March 3, 2008) No. CV-2007-418-3 (Ark. Cir. Ct.):

The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.

Judge Carol Crafton Anthony, *Johnson v. Progressive Casualty Ins. Co.*, (December 6, 2007) No. CV-2003-513 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable...The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.

Judge Kirk D. Johnson, *Sweeten v. American Empire Insurance Co.*, (August 20, 2007) No. CV-2007-154-3 (Ark. Cir. Ct.):

The Court does find that all notices required by the Court to be given to class members was done within the time allowed and the manner best calculated to give notice and apprise all the interested parties of the litigation. It was done through individual notice, first class mail, through internet website and the toll-free telephone call center...The Court does find that these methods were the best possible methods to advise the class members of the pendency of the action and opportunity to present their objections and finds that these notices do comply with all the provisions of Rule 23 and the Arkansas and United States Constitutions.

Judge Robert Wyatt, *Gunderson v. F.A. Richard & Associates, Inc.*, (July 19, 2007) No. 2004-2417-D (14th Jud. D. Ct. La.):

Okay. Let me sign this one. This is the final Order and Judgment regarding the fairness, reasonableness and adequacy. And I am satisfied in all respects regarding the presentation that's been made to the Court this morning in the Class memberships, the representation, the notice, and all other aspects and I'm signing that Order at this time. Congratulations, gentlemen.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (July 19, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The Court finds that the distribution of the Notice, the publication of the Publication Notice, and the notice methodology...met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, (including the Due Process clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C. 78u-4, et seq.) (the "PSLRA"), the Rules of the Court, and any other applicable law.

Judge Joe Griffin, *Beasley v. The Reliable Life Insurance Co.*, (March 29, 2007) No. CV-2005-58-1 (Ark. Cir. Ct.):

[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process...So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (March 1, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The court approves, as to form and content, the Notice and the Publication Notice, attached hereto as Exhibits 1 and 2, respectively, and finds that the mailing and distribution of the Notice and the publication of the Publication Notice in the manner and the form set forth in Paragraph 6 of this Order...meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934, as amended by Section 21D(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

Judge Anna J. Brown, *Reynolds v. The Hartford Financial Services Group, Inc.*, (February 27, 2007) No. CV-01-1529-BR (D. Or):

[T]he court finds that the Notice Program fairly, fully, accurately, and adequately advised members of the Settlement Class and each Settlement Subclass of all relevant and material information concerning the proposed settlement of this action, their rights under Rule 23 of the Federal Rules of Civil Procedure, and related matters, and afforded the Settlement Class with adequate time and an opportunity to file objections to the Settlement or request exclusion from the Settlement Class. The court finds that the Notice Program constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.

Judge Kirk D. Johnson, *Zarebski v. Hartford Insurance Company of the Midwest*, (February 13, 2007) No. CV-2006-409-3 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with

provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

Judge Richard J. Holwell, *In re Vivendi Universal, S.A. Securities Litigation*, 2007 WL 1490466, at *34 (S.D.N.Y.):

In response to defendants' manageability concerns, plaintiffs have filed a comprehensive affidavit outlining the effectiveness of its proposed method of providing notice in foreign countries. According to this...the Court is satisfied that plaintiffs intend to provide individual notice to those class members whose names and addresses are ascertainable, and that plaintiffs' proposed form of publication notice, while complex, will prove both manageable and the best means practicable of providing notice.

Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.*, (November 17, 2006) No. C-05-04289-SC (N.D. Cal.):

After reviewing the evidence and arguments presented by the parties...the Court finds as follows...The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court.

Judge Ivan L.R. Lemelle, *In re High Sulfur Content Gasoline Prods. Liability Litigation*, (November 8, 2006) MDL No. 1632 (E.D. La.):

This Court approved a carefully-worded Notice Plan, which was developed with the assistance of a nationally-recognized notice expert, Hilsoft Notifications...The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (November 2, 2006) MDL No. 1539 (D. Md.):

The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (August 28, 2006) No. 98 C 2178 (N.D. Ill.):

[T]he Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification[s]...who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.

Judge Joe E. Griffin, *Beasley v. Hartford Insurance Company of the Midwest*, (June 13, 2006) No. CV-2005-58-1 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances...and the requirements of due process under the Arkansas and United States Constitutions.

Judge Norma L. Shapiro, *First State Orthopedics et al. v. Concentra, Inc., et al.*, (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.

Judge Thomas M. Hart, *Froeber v. Liberty Mutual Fire Ins. Co.*, (April 19, 2006) No. 00C15234 (Or. Cir. Ct.):

The court has found and now reaffirms that dissemination and publication of the Class Notice in accordance with the terms of the Third Amended Order constitutes the best notice practicable under the circumstances.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (January 6, 2006) MDL No. 1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litigation*, 437 F.Supp.2d 467, 472 (D. Md. 2006):

The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.*, (December 19, 2005) No. CV-2002-952-2-3 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed. The Notice properly informed Class members of the formula for the distribution of benefits under the settlement...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.*, (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct.):

[T]his Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*, (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.

Judge Michael Canaday, *Morrow v. Conoco Inc.*, (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (April 22, 2005) No. 00-6222 (E.D. Pa.):

Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice...After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

Judge Douglas L. Combs, *Morris v. Liberty Mutual Fire Ins. Co.*, (February 22, 2005) No. CJ-03-714 (D. Okla.):

I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litigation*, 231 F.R.D. 221, 231 (S.D. W. Va. 2005):

The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 24, 2004) MDL No. 1430 (D. Mass.):

After review of the proposed Notice Plan designed by Hilsoft Notifications...is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 23, 2004) MDL No. 1430 (D. Mass.):

I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.*, (August 10, 2004) No. 8:03 CV- 0015-T-30 MSS (M.D. Fla.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.*, (July 1, 2004) No. 3:02CV431 (E.D. Va.):

The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently...The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job...So I don't believe we could have had any more effective notice.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (April 14, 2004) No. 809869-2 (Cal. Super. Ct.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard...The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co., 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup. Ct. S.C. 2004):

Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litigation*, 2004 U.S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.*, (November 26, 2003) No. 02-08115 (Fla. Cir. Ct.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement...

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.*, (November 26, 2003) No. 00-22876-JKF (Bankr. W.D. Pa.):

The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Judge Carter Holly, *Richison v. American Cemwood Corp.*, (November 18, 2003) No. 005532 (Cal. Super. Ct.):

As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options...Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice...The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.*, (June 13, 2003) MDL No. 1227 (M.D. Tenn.):

Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement...The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted...who would be covered by the settlement...[T]he notice campaign that defendant agreed to undertake was extensive...I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.*, (November 27, 2002) No. 99-6209; ***Walker v. Rite Aid Corp.***, No. 99-6210; and ***Myers v. Rite Aid Corp.***, No. 01-2771 (Pa. Ct. C.P.):

The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.*, (November 22, 2002) No. 13007 (Tenn. Ch.):

The content of the class notice also satisfied all due process standards and state law requirements...The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (November 14, 2002) No. 01-L-6 (Ill. Cir. Ct.):

Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process...

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (September 13, 2002) No. L-008830.00 (N.J. Super. Ct.):

Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed...throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, (September 3, 2002) No. 00 Civ. 5071-HB (S.D.N.Y.):

The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.*, (January 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct.) Ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections...The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 30, 2001) No. MID-L-8839-00-MT (N.J. Super. Ct.):

The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 29, 2001) No. L-8830-00-MT (N.J. Super. Ct.):

I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life...it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (April 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct.):

[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (March 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct.):

Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.

LEGAL NOTICE CASES

Hilsoft Notifications has served as a notice expert for planning, implementation and/or analysis in the following partial listing of cases:

<i>Andrews v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 191-175
<i>Harper v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 192-134
<i>In re Bausch & Lomb Contact Lens Litigation</i>	N.D. Ala., 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litigation</i>	E.D. La., MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i>	Tenn. Ch., 18,844

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Sherrill v. Progressive Northwestern Ins. Co.	18 th D. Ct. Mont., DV-03-220
Gunderson v. F.A. Richard & Assocs., Inc. (AIG)	14 th Jud. D. Ct. La., 2004-2417-D
Jones v. Dominion Resources Services, Inc.	S.D. W. Va., 2:06-cv-00671
Gunderson v. F.A. Richard & Assocs., Inc. (Wal-Mart)	14 th Jud. D. Ct. La., 2004-2417-D
In re Trans Union Corp. Privacy Litigation	N.D. Ill., MDL No. 350
Gudo v. The Administrator of the Tulane Ed. Fund	La. D. Ct., 2007-C-1959
Guidry v. American Public Life Insurance Co.	14 th Jud. D. Ct. La., 2008-3465
McGee v. Continental Tire North America	D.N.J., 2:06-CV-06234 (GEB)
Sims v. Rosedale Cemetery Co.	W. Va. Cir. Ct., 03-C-506
Gunderson v. F.A. Richard & Assocs., Inc. (Amerisafe)	14 th Jud. D. Ct. La., 2004-002417
In re Katrina Canal Breaches Consolidated Litigation	E.D. La., 05-4182
In re Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
Dolen v. ABN AMRO Bank N.V. (Callable CD's)	Ill. Cir. Ct., 01-L-454 and 01-L-493

<i>Pavlov v. CNA (Long Term Care Insurance)</i>	N.D. Ohio, 5:07cv2580
<i>Steele v. Pergo(Flooring Products)</i>	D. Or., 07-CV-01493-BR
<i>Opelousas Trust Authority v. Summit Consulting</i>	27 th Jud. D. Ct. La., 07-C-3737-B
<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., UNN-L-0800-01
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., 05-CV-1851
<i>In re Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No.1998
<i>Miller v. Basic Research (Weight-loss Supplement)</i>	D. Utah, 2:07-cv-00871-TS
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., 07-CV-08742
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., 3:07-CV-03018-MJC-JJH
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., 08-CV-2797-JBS-JS
<i>In re Heartland Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., 06-CV-2893 CW
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., 1:09-CV-06655
<i>Trombley v. National City Bank (Overdraft Fees)</i>	D.D.C., 1:10-CV-00232
<i>Vereen v. Lowe's Home Centers (Defective Drywall)</i>	Ga. Super. Ct., SU10-CV-2267B
<i>Mathena v. Webster Bank, N.A. (Overdraft Fees)</i>	D. Conn, 3:10-cv-01448
<i>Delandro v. County of Allegheny (Prisoner Strip Search)</i>	W.D. Pa., 2:06-cv-00927
<i>Gunderson v. F.A. Richard & Assocs., Inc. (First Health)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>Williams v. Hammerman & Gainer, Inc. (Hammerman)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (Risk Management)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (SIF Consultants)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., 2:08cv4463
<i>Williams v. S.I.F. Consultants (CorVel Corporation)</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Sachar v. Iberiabank Corporation (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., 8:11cv1896
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., 1:12cv1016
<i>McKinley v. Great Western Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036

<i>Wolfegeher v. Commerce Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Case v. Bank of Oklahoma (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Cal. Super. Ct., RIC 1101391
<i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i>	Ont. Super. Ct., 00-CV-192059 CP
<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., 3:08-cv-05701
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement</i>	E.D. La., MDL No. 2179
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010—Medical Benefits Settlement</i>	E.D. La., MDL No. 2179
<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., 05-cv-4191
<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Or., No. 3:10-cv-960
<i>Duval v. Citizens Financial Group, Inc. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Mosser v. TD Bank, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)</i>	E.D.N.Y., MDL No. 1720
<i>Saltzman v. Pella Corporation (Building Products)</i>	N.D. Ill., 06-cv-4481
<i>In re Zurn Pex Plumbing, Products Liability Litigation</i>	D. Minn., MDL No. 1958
<i>Blahut v. Harris, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Casayuran v. PNC Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Evans, et al. v. TIN, Inc. (Environmental)</i>	E.D. La., 2:11-cv-02067
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Miner v. Philip Morris Companies, Inc. et al.</i>	Ark. Cir. Ct., 60CV03-4661
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., 500-06-000293-056 & No. 550-06-000021-056 (Hull)
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., CV-11-4322294-00CP

Yarger v. ING Bank	D. Del., 11-154-LPS
Price v. BP Products North America	N.D. Ill, 12-cv-06799
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., 4:13-cv-00250-JMM
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., 3:12-cv-01405-RDM
Rose v. Bank of America Corporation, et al. (TCPA)	N.D. Cal., 11-cv-02390-EJD
McGann, et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., 1322-CC00800
Simmons v. Comerica Bank, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.	27 th Jud. D. Ct. La., 09-C-5242-B
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich, 2:12-cv-10267
In re Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill, 09-CV-7666
In re Dow Corning Corporation (Breast Implants)	E.D. Mich., 00-X-0005
Mello et al v. Susquehanna Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Wong et al. v. Alacer Corp. (Emergen-C)	Cal. Super. Ct., CGC-12-519221
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., 11-MD-2221
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., 2011-1037
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 10-CV-10392
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., 11-cv-06700-JST
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., 2005-05453
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., 1:12-cv-02871
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
In re MI Windows and Doors Products Liability Litigation (Building Products)	D. S.C., MDL No. 2333
Childs et al. v. Synovus Bank, et al. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Steen v. Capital One, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12 th Jud. Cir. Ct., Sarasota Cnty, Fla., 2011-CA-008020NC
In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement (Claim Deadline Notice)	E.D. La., MDL No. 2179
Dorothy Williams d/b/a Dot’s Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty, Ala., 42-cv-2012-900001.00

<i>In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Notice)</i>	Bankr. D. Del., 14-10979(CSS)
<i>Gattinella v. Michael Kors (USA), Inc., et al.</i>	S.D.N.Y., 14-civ-5731 (WHP)
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27 th Jud. D. Ct. La., 13-C-3212
<i>Ono v. Head Racquet Sports USA</i>	C.D.C.A., 2:13-cv-04222-FMO(AGR _x)
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.</i>	27 th Jud. D. Ct. La., 13-C-5380
<i>Swift v. BancorpSouth Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Leland Small v. BOKF, N.A.</i>	D. Col., 13-cv-01125
<i>Anamaria Chimeno-Buzzi & Lakedrick Reed v. Hollister Co. & Abercrombie & Fitch Co.</i>	S.D. Fla., 14-cv-23120-MGC
<i>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</i>	Sup. Ct. N.Y., No. 650562/11

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Attachment 2

Email Notice

Current or former members of Angie's List, Inc. may benefit from a proposed Class Action Settlement.

A proposed settlement has been reached with Angie's List, Inc. ("Angie's List") in connection with three putative class action lawsuits focusing on Angie's List's acceptance of advertising payments from service providers, and whether those payments affect service providers' letter-grade ratings, reviews, and place in search-result rankings. Angie's List denies Plaintiffs' claims, including denying that advertising revenue can affect ratings or the content of reviews in any way and asserting that it discloses that it receives revenue from certain service providers who are rated highly by members and further discloses that such revenue can affect the order of search-result rankings under certain settings. The Court has not decided who is right. In order to avoid the expense and risks of continuing the lawsuit, the Parties agreed to a proposed class settlement.

Who's Included? You received this email because Angie's List's records show that you may be a member of the Settlement Class. You are a member of the Settlement Class if you were a paying member of Angie's List at any time between March 11, 2009, and **Month Day, 2016**.

What Are the Settlement Terms? Settlement Class Members who submit a timely and valid Claim Form may choose: (1) an estimated cash payment of \$5 and/or \$10 (subject to a possible pro rata adjustment upwards or downwards) depending on the timing of their membership and the number of valid Claims submitted; or (2) one free month of membership to Angie's List for each full year he or she paid for membership during the relevant periods (up to a maximum limit). Angie's List also has agreed to expand upon the disclosures about service provider advertising made in its Frequently Asked Questions on its website and in its Membership Agreement.

How can I get a Payment or Membership Benefit? You can quickly file a Claim online at www.MoorevALsettlement.com or by clicking [here](#). You can also download and print the Claim Form from the website. You must file your Claim Form so that it is received (if submitted electronically) or postmarked (if submitted by mail) by **Month Day, 2016**.

Your Other Options. If you do not want to be legally bound by the settlement, you must exclude yourself by **Month Day, 2016**. If you do not exclude yourself, you will release any claims you may have against Angie's List, as more fully described in the Settlement Agreement, available at the settlement website. You may also object to the settlement by **Month Day, 2016**. The detailed Notice available on the website explains how to exclude yourself or to object. The Court will hold a Hearing on **Month Day, 2016** to consider whether to approve the settlement and a request for payment of attorneys' fees and expenses of no more than \$937,500, and for service awards of \$12,500 to be shared by the three class representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call 1-888-292-9919, or visit the website listed below.

For more information about the settlement, please visit www.MoorevALsettlement.com, which includes a full copy of the Settlement Agreement and a more detailed description of the

settlement and other important information. Please check the Settlement Website for updates and further information.

www.MoorevALsettlement.com

1-888-293-9919

SOURCE: United States District Court for the Eastern District of Pennsylvania

Attachment 3

Postcard Notice

Current or former members of Angie's List, Inc. may benefit from a proposed Class Action Settlement.

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How can I get a Payment or Membership Benefit? You must file a Claim Form so that it is received (if submitted electronically) or postmarked (if submitted by mail) by **Month Day, 2016**. You can find the Claim Form at www.MoorevALsettlement.com.

Your Other Options. If you do not want to be legally bound by the settlement, you must exclude yourself by **Month Day, 2016**. If you do not exclude yourself, you will release any claims you may have against Angie's List, as more fully described in the Settlement Agreement, available at the settlement website. You may object to the settlement by **Month Day, 2016**. The detailed Notice available on the website listed below explains how to exclude yourself or to object. The Court will hold a Hearing on **Month Day, 2016** to consider whether to approve the settlement and a request for payment of attorneys' fees and expenses of no more than \$937,500 and service awards of \$12,500 shared by the three class representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

For a more detailed description of the settlement, including a full copy of the Settlement Agreement, please visit www.MoorevALsettlement.com. Please check the Settlement Website for updates and further information.

www.MoorevALsettlement.com

1-888-293-9919