

EXHIBIT 1

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8
9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA

11 In re GROUPON MARKETING AND SALES)
12 PRACTICES LITIGATION)
_____)

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

) STIPULATION OF CLASS ACTION
) SETTLEMENT

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

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

19 **I. INTRODUCTION AND RECITALS**

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

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

1 in one visit,” and other restrictions; and (c) that Groupon’s Terms of Use and website are in
2 various ways misleading or deceptive or unenforceable. Plaintiffs seek damages, restitution,
3 injunctive relief and other remedies in the Actions; and

4 WHEREAS, eighteen (18) of the Actions were filed in or removed to federal courts in
5 different parts of the country and transferred to the Southern District of California pursuant to the
6 provisions of 28 U.S.C. §1407 and, together with the first-filed case pending in this District,
7 coordinated in these multi-district litigation (“MDL”) proceedings, styled as *In re: Groupon, Inc.,*
8 *Marketing and Sales Practices Litigation*, Case No. 3:11-md-2238 DMS-RBB (S.D. Cal.). One
9 of the eighteen Actions, *Bates v. Groupon, Inc.*, No. 1:11-cv-10556-DJC (D. Mass.), was
10 voluntarily dismissed after being coordinated in the MDL proceeding. (Dkt. 39) A nineteenth
11 case, *Arliss v. Groupon, Inc.*, No. 2:11-cv-00696-RAJ (W.D. Wash.), originally filed in the
12 Superior Court of the State of Washington and removed to the United States District Court for the
13 Western District of Washington, was voluntarily dismissed prior to coordination in the MDL
14 proceeding and the plaintiff in that action, joined by plaintiff Jeff Lawrie, filed another action in
15 Washington State court, which was removed to federal court, *Arliss v. Groupon, Inc.*, No. 3:11-
16 cv-01374-DMS-RBB, and coordinated into the MDL proceeding; and

17 WHEREAS, in addition to the aforementioned actions, a putative class action case was
18 filed and is currently pending in Illinois state court, styled as *Dremak v. Groupon*, No. 11 CH 876
19 (Kane County Circuit Court), and two individual actions were filed by E.G. Johnson and Kenneth
20 Hinton, respectively, and those actions have been coordinated into the MDL proceedings; and

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

24 WHEREAS, on June 24, 2011, the Court issued an order (Dkt. 10) appointing John J.
25 Stoia, Jr. and the firm of Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) as Interim
26 Class Counsel for the Plaintiffs in those Actions pending in the MDL proceedings and
27 subsequently appointed Robbins Geller as Class Counsel in conjunction with its order granting
28 preliminary approval of the 2012 Proposed Settlement Agreement (Dkt. 42); and

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

3 WHEREAS, on March 29, 2012, the Parties submitted a Motion for Preliminary Approval
4 of Settlement (Dkt. 40) and on April 24, 2012, the Court issued an Order (Dkt. 42) which, *inter*
5 *alia*, conditionally certified the Actions as a class action pursuant to 23(b)(3) and 23(c)(1) of the
6 Federal Rules of Civil Procedure for purposes of settlement only, on behalf of the following
7 settlement class:

8 “All Persons who purchased or received one or more Groupon Vouchers for
9 redemption at a Merchant Partner in the United States, from November 2008 until
10 December 1, 2011. Excluded from the Settlement Class are Defendants, Merchant
11 Partners, their parent companies, subsidiaries, affiliates, officers and directors, any
entity in which Defendants have a controlling interest, Groupon employees, and all
judges assigned to hear any aspect of this litigation, as well as immediate family
members of any of the preceding referenced individuals.” (Dkt. 42 at 1); and

12 WHEREAS, the Court also approved notice to the Class of the settlement and a claim
13 form to be posted on a settlement website to be created by the Claims Administrator, Rust
14 Consulting, Inc., and following the Court’s entry of the Order Preliminary Approving the Class
15 Action Settlement, the Settlement Class was given notice of that settlement and approximately
16 70,600 Settlement Class Members submitted claims in anticipation of the final approval of that
17 settlement agreement, to the Claims Administrator; and

18 WHEREAS, on September 28, 2012, the Court denied approval of that settlement
19 agreement (Dkt. 97) and the Parties then amended and re-submitted to the Court, as amended, the
20 settlement agreement dated October 5, 2012 (the “2012 Proposed Settlement Agreement”) (Dkt.
21 98-1); and

22 WHEREAS, on December 18, 2012, the Court issued an order approving the 2012
23 Proposed Settlement Agreement (Dkt. 108), which, *inter alia*, certified the same settlement class
24 that was conditionally approved in the Order Preliminary Approving the Class Action Settlement,
25 and on December 18, 2012, entered a judgment (Dkt. 109) in accordance therewith; and

26 WHEREAS, on February 19, 2015, the Ninth Circuit Court of Appeals issued a
27 Memorandum opinion vacating the judgment which had been entered by the Court on December
28

1 18, 2012, denied a petition for rehearing on March 30, 2015 (“2015 Ninth Circuit Rulings”), and
2 on June 22, 2015, Groupon terminated the 2012 Proposed Settlement Agreement; and

3 WHEREAS, the Claims Administrator continued to maintain the records of claims that
4 had been submitted by Settlement Class Members while the Parties renewed efforts to settle the
5 Actions; and

6 WHEREAS, under the terms of this Settlement Agreement, the Parties request
7 certification of the same Settlement Class as that which was previously certified by the Court in
8 its order approving the 2012 Proposed Settlement Agreement, and are requesting that the criteria
9 for Class Members to submit valid Claims for relief under this Settlement Agreement remain the
10 same as the criteria for valid claims that were submitted under the terms of the 2012 Proposed
11 Settlement Agreement; further, the Parties are requesting that the claims submitted under the
12 2012 Proposed Settlement Agreement be deemed submitted under this Settlement Agreement;
13 and

14 WHEREAS, Groupon has reviewed and taken into consideration Plaintiffs’ allegations
15 and in connection with the 2012 Proposed Settlement Agreement worked extensively with Class
16 Counsel to revise Groupon Vouchers and sales and marketing material and Groupon’s website to
17 enhance and clarify Groupon’s sales and marketing disclosures; and

18 WHEREAS, Plaintiffs believe that the claims asserted in the Actions have substantial
19 merit; however, taking into account the extensive burdens and expense of litigation, including the
20 risks and uncertainties associated with possible arbitration, protracted trials and appeals, as well
21 as the fair, cost-effective, and assured method of resolving the claims of the Settlement Class
22 through settlement, Plaintiffs’ Counsel have concluded that the Settlement Agreement provides
23 substantial benefits to the Settlement Class, and is fair, reasonable, adequate, and in the best
24 interests of Plaintiffs and the Settlement Class; and

25 WHEREAS, Groupon and the Merchant Defendants do not believe Plaintiffs’ claims have
26 merit, deny Plaintiffs’ allegations in the Actions, and deny any wrongdoing of any kind; further,
27 Groupon and the Merchant Defendants assert that Plaintiffs’ claims are all subject to mandatory
28 arbitration and that Plaintiffs have waived any alleged right to bring a class action. Further,

1 Defendants have taken into account the uncertainty, risk, and delay inherent in litigation and
2 arbitration and have agreed to enter into the Settlement Agreement to avoid further litigation
3 expense and inconvenience, and to remove the distraction of burdensome and protracted
4 litigation; and

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

11 WHEREAS, after extensive arms-length negotiations following the Ninth Circuit remand,
12 the Parties have agreed that an appropriate resolution of this controversy is accomplished through
13 the benefits and releases set forth in this Settlement Agreement, and intend that the Settlement
14 Agreement resolve all claims and disputes arising out of, or relating to, Groupon's sales and
15 marketing practices, including those between Plaintiffs, Settlement Class Members, and all
16 Defendants as well as the Released Parties, and providing for the additional releases as provided
17 in Section II.F.4 on the terms set forth in the Settlement Agreement.

18 **II. SETTLEMENT PROVISIONS**

19 NOW, THEREFORE, this Settlement Agreement is entered into by and among the
20 Parties, by and through their respective counsel and representatives, and the Parties agree that:

21 (a) upon approval of the Court, the Actions shall be settled and compromised as between Class
22 Representatives and the Settlement Class, on the one hand, and all Defendants and the Released
23 Parties on the other; and (b) upon Court approval of the Settlement Agreement, the [Proposed]
24 Order Approving Settlement and [Proposed] Judgment shall be entered dismissing the Actions
25 with prejudice and releasing all Released Claims, as defined herein, against all Defendants and all
26 Released Parties, all on the following terms and conditions:

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1 **A. DEFINITIONS**

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

5 1. “2012 Proposed Settlement Agreement” means the amended settlement agreement
6 the Parties filed with the Court on October 5, 2012, and upon which the Court entered an approval
7 order and judgment on December 18, 2012, but which was vacated on February 19, 2015 by the
8 Ninth Circuit Court of Appeals, and which Groupon terminated on June 22, 2015.

9 2. “2015 Ninth Circuit Rulings” means the Memorandum opinion issued in this
10 matter on February 19, 2015 by the Ninth Circuit Court of Appeals, vacating the judgment that
11 had been entered by the Court on December 18, 2015, and remanding the case to the Court with
12 instructions, and the Order issued by the Ninth Circuit on March 30, 2015, denying Plaintiffs’
13 petition for rehearing.

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

22 4. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the
23 Court to Class Counsel to compensate them and other Plaintiffs’ Counsel in the Actions for their
24 fees and expenses in connection therewith, as described more particularly in Section II.H of this
25 Settlement Agreement.

26 5. “Claims Administration Expenses” means the Class Notice Expenses and other
27 expenses incurred by the Claims Administrator in administering the Settlement Agreement,
28 including, without limitation, accepting and reviewing Settlement Claims, responding to inquiries

1 from Settlement Class Members; coordinating Claims information with Groupon, Class Counsel,
2 and Defendants' Counsel; accepting, maintaining and processing Claims submitted by Settlement
3 Class Members; and maintaining all Claims and other Settlement Agreement-related data through
4 the conclusion of the settlement administration process.

5 6. "Claims Administrator" means Rust Consulting Inc., or such other entity that the
6 Court shall appoint or approve to administer the Notice Program, and to oversee the processing
7 and resolution of Claims as set forth in the Settlement Agreement.

8 7. "Claims Database" means the database(s) reflecting the relevant data compiled by
9 the Claims Administrator from timely submitted Settlement Claims.

10 8. "Class Counsel" means the law firm of Robbins Geller Rudman & Dowd LLP
11 ("Robbins Geller").

12 9. "Class Notice" means the form of notice to be disseminated to Settlement Class
13 Members informing them about the terms of the Settlement Agreement; their rights to participate
14 in the Settlement Agreement, to Opt Out, or to Object to same, and to appear at the Approval
15 Hearing; and instructing Settlement Class Members on how to submit Settlement Claims. A copy
16 of the proposed Class Notice is attached in the form of Exhibit 2.

17 10. "Class Notice Date" means the last date by which the Class Notice was sent by
18 the Claims Administrator via e-mail to Settlement Class Members and posted on the Settlement
19 Website.

20 11. "Class Notice Expenses" means all expenses incurred in creating a database of
21 Settlement Class Members' e-mail addresses for purposes of providing notices to the Settlement
22 Class; creating, updating, and maintaining the Settlement Website; giving Class Notice of this
23 Settlement; and expenses that were incurred by the Claims Administrator in providing the notice
24 to the Class of the 2012 Proposed Settlement Agreement, under which Settlement Claims were
25 submitted by certain Settlement Class Members which will be deemed submitted under this
26 Settlement Agreement;

27 12. "Class Representatives" means the named Plaintiffs in the Action listed on Exhibit
28 1, excluding plaintiffs in the actions brought solely in an individual capacity and plaintiffs in the

1 dismissed actions referenced on Exhibit 1, unless Plaintiffs in the dismissed actions refiled
2 actions as class actions.

3 13. “Class Representative Awards” means any amounts the Court awards to Class
4 Representatives limited to Five Hundred Dollars (\$500.00) per Class Representative.

5 14. “Court” means the United States District Court for the Southern District of
6 California, the Honorable Dana M. Sabraw presiding.

7 15. “Customer Purchase Price” means the dollar amount that a Settlement Class
8 Member paid for a Groupon Voucher.

9 16. “Defendants” means the Persons named as defendants in the Actions, all of which
10 are listed on Exhibit 1.

11 17. “Defendants’ Counsel” means the law firm of DLA Piper LLP (US).

12 18. “Effective Date” of the Settlement Agreement shall be the date on which all the
13 following conditions of the Settlement Agreement shall have occurred:

14 a) the Court has granted approval of this Settlement Agreement, following
15 Class Notice and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure;

16 b) the Court has entered Judgment in a form that is the same in all material
17 respects as that set forth in Section I of this Settlement Agreement; and

18 c) the Judgment has become Non-Appealable.

19 19. “Approval Hearing” means the hearing to be conducted by the Court in connection
20 with its determination of the fairness, adequacy and reasonableness of this Settlement Agreement
21 in accordance with applicable jurisprudence.

22 20. “Groupon” means Groupon, Inc. and all of its United States subsidiaries,
23 predecessors, successors, parents, affiliates and assigns.

24 21. “Groupon Credits” or “Credits” means credits deposited into the Groupon
25 accounts of Settlement Class Members based on timely and valid Claims in accordance with the
26 terms of this Settlement Agreement. One Groupon Credit is equivalent to \$1.00 in buying power
27 of Groupon offerings, subject to limitations as described in Section II.D.2(f) of this Settlement
28 Agreement.

1 22. “Groupon Voucher” means all internet-based vouchers marketed or sold by
2 Groupon, including but not limited to, vouchers accessed through mobile devices, for redemption
3 of goods and services that are offered by Merchants.

4 23. “Merchants” means all merchants, including retailers, who made promotional
5 offers for goods and/or services through Groupon and includes the Merchant Defendants.

6 24. “Merchant Defendants” means the Persons named as Defendants in any of the
7 Actions, other than Groupon.

8 25. “Non-Appealable” with respect to any Court order or judgment, including but not
9 limited to the Judgment, means the latest to occur of the following: (a) the date as of which the
10 time to seek review, alteration or appeal of the Court’s order or judgment has expired without any
11 review, alteration, amendment or appeal having been sought or taken, *i.e.*, thirty (30) days after
12 entry of the judgment; or (b) if an appeal, petition, motion or other application for review,
13 alteration or amendment is filed, sought or taken, the date as of which such appeal, petition,
14 motion or other application shall have been finally determined in such a manner as to affirm the
15 Court’s original order or judgment in its entirety and the time, if any, for seeking further review
16 has expired. Notwithstanding the foregoing, any proceeding or order, or any appeal or petition
17 for a writ of certiorari or other form of review pertaining solely to any application for Attorneys’
18 Fees and Expenses shall not in any way delay or preclude the Judgment from becoming Non-
19 Appealable under this Settlement Agreement. Further, the Parties may agree in writing to
20 implement this Settlement Agreement even in the event of any type of appeal, petition, motion or
21 other application for review or modification of the Order Approving Settlement and/or Judgment
22 by any Person or in the event of a modification to the Order Approving Settlement and/or
23 Judgment by any appellate court.

24 26. “Notice Program” means the plan approved by the Court for disseminating the
25 Class Notice, attached as Exhibit 2, and updating the Settlement Website and shall include the
26 prior notice that was given to Settlement Class Members of the 2012 Proposed Settlement
27 Agreement under which they submitted Settlement Claims which will be deemed to have been
28 submitted under this Settlement Agreement.

1 27. “Opt Out and Objection Date” means the date, to be set by the Court, by which a
2 Request for Exclusion must be filed with the Claims Administrator in order for a Settlement Class
3 Member to be excluded from the Settlement Class, and the date by which Settlement Class
4 Members must submit objections, if any, to the Court and the Parties, to the Settlement
5 Agreement in accordance with Section II.E of this Agreement.

6 28. “Order and Judgment Approving Settlement” means the Order and Judgment
7 Approving Settlement to be entered by the Court, substantially conforming to Section II.I of this
8 Agreement, approving the Settlement Agreement without material alteration, as fair, adequate and
9 reasonable, confirming the certification of the Settlement Class for purposes of the Settlement
10 Agreement only, and issuing such other findings and determinations as the Court and/or the
11 Parties deem necessary and appropriate to implement the Settlement Agreement.

12 29. “Party or Parties” means the parties to this Settlement Agreement, including all
13 Class Representatives, Groupon, and all Merchant Defendants in the Actions.

14 30. “Person” means any adult individual, any corporation, trust, partnership, limited
15 liability company or other legal entity, and his, her or its respective successors or assigns.

16 31. “Plaintiffs’ Counsel” means all attorneys representing Class Representatives in the
17 Actions.

18 32. “Preliminary Approval Order” means the Order to be entered by the Court,
19 conforming to Section II.B.1. of this Settlement Agreement, conditionally certifying the
20 Settlement Class; preliminarily approving the Settlement Agreement; setting the date of the
21 Approval Hearing; approving the Notice Program, and the form of Class Notice; and setting dates
22 for the Settlement Claims Deadline, Opt Out and Objection Date, and Notice Date.

23 33. “Released Claim” is defined in Section II.F.1(a) of this Settlement Agreement.

24 34. “Released Party” is defined in Section II.F.1(b) of this Settlement Agreement.

25 35. “Releasing Party” is defined in Section II.F.1(c) of this Settlement Agreement.

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

1 37. “Settlement Agreement” means this Stipulation of Class Action Settlement
2 including all Exhibits attached hereto.

3 38. “Settlement Amount” means Eight Million Five Hundred Thousand (8,500,000)
4 dollars’ combined worth of: (1) Groupon Credits that will be paid into the Groupon accounts of
5 Settlement Class Members who submit timely and valid Settlement Claims and of Settlement
6 Class Members who previously submitted timely and valid claims under the 2012 Proposed
7 Settlement Agreement; and (2) the Claims Administration Expenses, which includes Class Notice
8 Expenses; and (3) Attorneys’ Fees and Expenses and any Class Representative Awards.

9 39. “Settlement Class” and “Settlement Class Member(s)” mean(s) all Persons who
10 purchased or received one or more Groupon Vouchers for redemption at a Merchant in the United
11 States, from November 2008 until December 1, 2011. Excluded from the Settlement Class are
12 Defendants, Merchants, their parent companies, subsidiaries, affiliates, officers and directors, any
13 entity in which Defendants have a controlling interest, Groupon employees, and all judges
14 assigned to hear any aspect of this litigation, as well as immediate family members of any of the
15 preceding referenced individuals.

16 40. “Settlement Consideration” means the total consideration exchanged by and
17 between Groupon and the Settlement Class, as set forth in the Settlement Agreement.

18 41. “Settlement Claim,” “Claim” and/or “Claim Form” means a Claim submitted by a
19 Class Member pursuant to the terms of Section II.D.2 of this Settlement Agreement. Claims
20 submitted under the 2012 Proposed Settlement Agreement shall be deemed Settlement Claims
21 submitted in accordance with Section II.D.2. of this Settlement Agreement without need for
22 Settlement Class Members to resubmit a Claim.

23 42. “Settlement Claims Deadline” means the date by which Claims under this
24 Settlement Agreement must be received to be considered timely. The Claims Deadline shall be
25 clearly set forth in the Class Notice, the form of which shall be approved in the Court Orders
26 granting preliminary approval and approval of the Settlement Agreement and shall be shown on
27 the Settlement Website. A copy of the proposed Claim Form is attached as Exhibit 4. Claims
28 submitted under the 2012 Proposed Settlement Agreement shall be deemed to have been timely

1 submitted in accordance with Section II.D.2 of this Settlement Agreement without need for
2 Settlement Class Members to resubmit them.

3 43. "Settlement Website" means the website established by the Claims Administrator
4 at www.grouponvouchersettlement.com on which the Class Notice and other information relevant
5 to the Settlement Agreement will be posted for Settlement Class Members' benefit.

6 44. "Unknown Claims" shall have the meaning ascribed to that term in California
7 Civil Code Section 1542.

8 **B. REQUIRED EVENTS AND COOPERATION BY THE PARTIES**

9 1. Preliminary Approval

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

13 (a) Determine preliminarily that this Settlement Agreement falls within the
14 range of reasonableness meriting possible approval and dissemination of Class Notice to the
15 Settlement Class;

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

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

22 (d) Set a briefing schedule for the Approval Hearing

23 (e) Schedule the Approval Hearing to: (i) determine finally whether the
24 Settlement Class satisfies the applicable requirements of Rule 23 and should be finally certified
25 for settlement purposes only; (ii) review objections, if any, regarding the Settlement Agreement;
26 (iii) consider the fairness, reasonableness and adequacy of the Settlement Agreement;
27 (iv) consider Class Counsel's application for an award of Attorneys' Fees and Expenses;
28 (v) determine the validity of Requests for Exclusion and exclude from the Settlement Class those

1 Persons who validly and timely opt out; and (vi) consider whether the Court shall issue an Order
2 and Judgment Approving this Settlement Agreement and dismissing the Actions with prejudice;

3 (f) Deem claims that were submitted by Class Members under the 2012
4 Proposed Settlement Agreement to be timely Claims submitted under this Settlement Agreement;

5 (g) Approve the designation of Rust Consulting, Inc. as the Claims
6 Administrator;

7 (h) Determine that the Class Notice and the Notice Program: (i) meet the
8 requirements of Rule 23(c)(3) and due process; (ii) are the best practicable notice under the
9 circumstances; (iii) are reasonably calculated, under the circumstances, to apprise Settlement
10 Class Members of the pendency of the Actions, their right to object to the proposed Settlement
11 Agreement, opt out of the Settlement Class, or participate within the timeframe provided herein;
12 and (iv) are reasonable and constitute due, adequate and sufficient notice to all those entitled to
13 receive notice;

14 (i) Direct the Claims Administrator to cause the Class Notice to be
15 disseminated and the Settlement Website updated in the manner set forth in the Notice Program
16 on or before the Notice Date;

17 (j) Order Groupon to deposit with the Claims Administrator, within 10 days of
18 the Court's Preliminary Approval Order, Class Notice Expenses and automated call center
19 expenses;

20 (k) Require each Settlement Class Member who wishes to opt out of the
21 Settlement Class to submit a timely written Request for Exclusion, on or before the Opt Out and
22 Objection Date, to the Claims Administrator, to Class Counsel, and to Defendants' Counsel, as
23 specified in Section II.E of this Settlement Agreement;

24 (l) Rule that any Settlement Class Member who does not submit a timely
25 written Request for Exclusion will be bound by all proceedings, orders and judgments in the
26 Action;

27 (m) Require any Settlement Class Member who wishes to object to the fairness,
28 reasonableness or adequacy of the Settlement Agreement or to the award of Attorneys' Fees and

1 Expenses to submit to the Court and deliver to Class Counsel and Defendants' Counsel, by the
2 Opt Out and Objection Date, a statement of his or her objection, as well as the specific reason for
3 each objection, including any legal support the Settlement Class Member wishes to bring to the
4 Court's attention and any evidence the Settlement Class Member wishes to introduce in support
5 of his or her objection, and to state whether the Settlement Class Member and/or his or her
6 counsel wishes to make an appearance at the Approval Hearing, or be forever barred from
7 separately objecting;

8 (n) Rule that (1) any Settlement Claim that had been submitted under the 2012
9 Proposed Settlement by a Settlement Class Member who opts out of this Settlement Agreement
10 will automatically be deemed to have been withdrawn; and (2) any Class Member who does not
11 opt out of this Settlement Agreement but wishes to withdraw his or her Claim submitted under the
12 2012 Proposed Settlement Agreement, may withdraw the Claim by sending an e-mail to the
13 Claims Administrator within sixty (60) days of the Class Notice Date, as set forth in the Class
14 Notice; and

15 (o) Establish the following Dates:

16 (i) The Class Notice Date: The Parties propose that the Class Notice
17 Date be fifteen (15) days after the Court enters a Preliminary Approval Order.

18 (ii) Settlement Claims Deadline: The Parties propose that the
19 Settlement Claims Deadline be sixty (60) days after the last Class Notice e-mail is sent. Claims
20 submitted under the 2012 Proposed Settlement Agreement need not be re-submitted, and will be
21 considered as if submitted under this Settlement Agreement.

22 (iii) The Opt Out and Objection Date: The Parties propose that the Opt
23 Out and Objection Date be the date that is 42 days prior to the Approval Hearing.

24 (iv) The Approval Hearing Date and Time: The Parties propose that the
25 Approval hearing be at least 117 days after issuance of the Preliminary Approval Order to allow
26 for Class Notice and Claims, and at least 42 days after the Opt Out and Objection Date. The
27 Court may, in its discretion, continue the Approval Hearing without requiring e-mail notice to the
28 Class, provided notice of the new hearing date is posted on the Settlement Website.

1 2. Cooperation

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

7 3. Certification of Settlement Class

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

10 **C. SETTLEMENT CONSIDERATION**

11 The Settlement Amount described in this section and the Releases described in Section
12 II.F, together with the terms and conditions of this Settlement Agreement are the consideration
13 for the rights and obligations of the Parties under this Settlement Agreement.

14 1. Settlement Amount

15 Subject to the adjustments referenced in paragraph II D.2(g), Settlement Class Members
16 who submit or have submitted timely and valid Settlement Claims shall receive Groupon Credits
17 equal to 130% of the Customer Purchase Price of their original, unredeemed, unrefunded
18 Groupon Voucher(s), with one Groupon Credit equivalent to one dollar. The total Settlement
19 Amount shall be Eight Million Five Hundred Thousand (8,500,000) dollars' combined worth of:
20 (1) Groupon Credits that will be paid into the Groupon accounts of Settlement Class Members,
21 who submit timely and valid Settlement Claims and of Settlement Class Members who previously
22 submitted timely and valid claims under the 2012 Proposed Settlement Agreement; and (2) the
23 Claims Administration Expenses, which includes Class Notice Expenses; and (3) Attorneys' Fees
24 and Expenses and Class Representative Awards.

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1 **D. CLAIMS SUBMISSION PROCESS, DEADLINES AND**
2 **ADMINISTRATION**

3 1. Claims Administrator/ Payment of Claims Administration Including Class
4 Notice Expenses .

5 The Parties agree that the Claims Administrator shall be Rust Consulting Inc. The Claims
6 Administrator will be approved by the Court and will be subject to the Court's supervision and
7 direction as circumstances may require. The Claims Administrator will administer the Notice
8 Program and process Settlement Claims as described in this Settlement Agreement. No later than
9 10 days after the Court enters the Preliminary Approval Order, Groupon shall pay the Claims
10 Administrator its further Class Notice Expenses for purposes of providing the further Class
11 Notice. All Claims Administration Expenses, including all Class Notice Expenses, paid by
12 Groupon shall be deducted from the Settlement Amount.

13 2. Submission of Claims; Criteria for Issuance of Groupon Credits and Use of Credits

14 (a) Eligibility

15 Each Settlement Class Member who wishes to participate in receiving part of the
16 Settlement Amount and who purchased or received a Groupon Voucher before December 1,
17 2011, which meets the following criteria: (i) the Groupon Voucher was never redeemed or
18 refunded; and (ii) the Groupon Voucher was issued after August 22, 2010 or was issued before
19 August 22, 2010 to residents of, or for redemption at, Merchants' locations in those states
20 identified on Exhibit 5, must return a timely Settlement Claim Form, substantially in the form of
21 Exhibit 4, supported by such statements or documents as are designated in the Settlement Claim
22 Form.

23 Claims submitted by Settlement Class Members pursuant to the 2012 Proposed Settlement
24 Agreement, all of which have been maintained by the Claims Administrator, shall be deemed to
25 have been timely submitted under this Settlement Agreement, and shall be valid so long as they
26 meet the criteria set forth in the claim form that was posted on the Settlement Website in
27 connection with the 2012 Proposed Settlement Agreement, *provided, however*, that no Claim
28

1 shall be valid if based on a Groupon Voucher that has been previously redeemed or refunded at
2 any time.

3 (b) Content of Settlement Claim

4 Each Settlement Claim submitted under this section must contain or attach the following
5 information: (i) the Class Member's name; (ii) the Class Member's current e-mail address and e-
6 mail address used in purchasing the Voucher on which the Claim is based; (iii) the Voucher
7 number (examples of where to find the voucher number on the voucher will be posted on the
8 Settlement Website and in the Class Notice); (iv) the expiration date shown on the Groupon
9 Voucher that is the basis of the Claim; (v) proof of, and date of, purchase consisting of either a
10 copy of the Groupon Voucher or a copy of the credit card billing for the purchase; (vii) the
11 Customer Purchase Price paid for the Groupon Voucher; (viii) a statement that no part of the
12 Groupon Voucher has been redeemed or refunded. The Settlement Claim must be signed under
13 penalties of perjury pursuant to 28 U.S.C. §1746.

14 (c) Submission of More than One Settlement Claim Form in Settlement

15 Settlement Class Members may, but are not required to, submit a single Settlement Claim
16 Form for multiple Settlement Claims, but all required information as to each Claim must be
17 provided in the Claim Form, which must be submitted prior to the Settlement Claims Deadline.

18 (d) Manner of Submission of Settlement Claim Form

19 All Settlement Claim Forms must be either electronically submitted to the Claims
20 Administrator by or postmarked by the Settlement Claims Deadline. Settlement Class Members
21 may submit Settlement Claim Forms to the Claims Administrator, at their election, online or as an
22 attachment to an e-mail, or by mail or facsimile.

23 (e) Settlement Claims Deadline

24 All Settlement Claim Forms (other than those which were submitted pursuant to the 2012
25 Proposed Settlement Agreement which will be deemed submitted under this Settlement
26 Agreement) must be either electronically submitted to the Claims Administrator by or postmarked
27 by no later than 60 (sixty) days after Class Notice Date. The Settlement Claims Deadline shall be
28

1 clearly set forth in the Class Notice and on the Settlement Website, and the website of Class
2 Counsel.

3 (f) Issuance and Use of Groupon Credits/ Reopening of Closed Accounts

4 The Claims Administrator shall receive the Claims submitted under the Notice
5 Program. The Claims Administrator shall be responsible for direct keying of the data from the
6 Claims, *i.e.*, accessing document images provided by claimants, reviewing images for pertinent
7 data, keying the information into a database, and other processes and procedures necessary to
8 analyze the Claims data in an effective and expedient manner. The Claims Administrator may
9 direct inquiries about Claims to Groupon which has the authority to communicate with any Class
10 Member submitting a Claim in an effort to remedy curable deficiencies in the Claim submitted,
11 and provide necessary information to the Claims Administrator.

12 Following the Effective Date, the Claims Administrator will expeditiously complete the
13 process of creating a Claims Database of timely submitted Claims and submit the Claims
14 Database to Groupon for review. Class Counsel will also receive a copy of the list of Claims.
15 Following its receipt of the complete Claims Database, Groupon shall expeditiously inform the
16 Claims Administrator and Class Counsel of any Claims it believes to be invalid and the reasons
17 therefor. All other Claims shall be presumptively valid. If the Claims Administrator disagrees
18 with Groupon's finding that a Claim is invalid, the Claims Administrator's decision will control.
19 The Claims Administrator will provide Class Counsel and Groupon a final list of valid Claims.

20 Settlement Class Members will have nine (9) months from the date upon which the
21 Groupon Credits are deposited in their accounts to use the Groupon Credits to make purchases of
22 any Groupon Voucher redeemable at any Merchant, or of any Groupon Goods on the Groupon
23 website, excluding purchases of the following types of Groupon offerings: (1) Groupon Getaways
24 Market Rate Hotel Reservations; (2) Merchant Products offered as Groupon Goods; (3) Groupon-
25 to-Go; (4) Groupon Link-out offers; and (5) Groupon Gift Cards. Groupon Credits may be used
26 cumulatively toward the purchase of one or more Groupon offerings. In addition, Groupon
27 Vouchers purchased using Groupon Credits shall be transferrable, except for Groupon Vouchers
28 that, by their nature, must be associated with a specific, named individual, or promise a good or

1 service customized for or addressed to a specific individual, and any Voucher which by law may
2 not be transferred.

3 Settlement Class Members who no longer have Groupon accounts may reopen their
4 accounts or open new accounts in order to receive the Groupon Credits described in this
5 Settlement Agreement, using the same e-mail address they used previously to open their accounts.
6 If Settlement Class Members no longer wish to use their prior e-mail address, or need assistance
7 in re-establishing their accounts, they may call or e-mail Groupon Customer Service at
8 www.groupon.com/support or the number listed on that website to confirm their prior account
9 and to open a new account for the purpose of receiving Groupon Credits if eligible under Section
10 D.1.(a) of this Settlement Agreement. A Settlement Class Member may choose to close an
11 account after use of the Groupon Credits.

12 (g) Pro Rata Adjustment of Groupon Credits

13 The Claims Administrator shall review Settlement Claims and determine which
14 Settlement Claims meet the criteria set forth in Section II.D.2.(a). The Claims Administrator
15 shall determine the dollar amount that is 130% of the combined total value of valid Settlement
16 Claims based on the Customer Purchase Price of the original, unredeemed, unrefunded Groupon
17 Voucher upon which each Settlement Claim is based. If that amount exceeds the Settlement
18 Amount that remains following deductions for incurred and projected Claims Administrative
19 Expenses, including Class Notice Expenses and awarded Attorneys' Fees and Expenses and any
20 awarded Class Representative Awards, the amount of Groupon Credits issued to each Settlement
21 Class Member shall be reduced pro-rata based on the dollar amount of valid Claim(s) submitted
22 by that Class Member. If 130% of the total value of valid Settlement Claims is less than the
23 Settlement Amount after deduction of all incurred and projected Administrative Expenses,
24 including Class Notice Expenses, awarded Attorneys' Fees and Expenses and any awarded Class
25 Representative Awards, then the amount remaining in Groupon Credits shall be increased pro rata
26 to all Settlement Class Members who submitted any Claim that was approved by the Claims
27 Administrator based on the dollar amount of valid Claim(s) submitted by that Class Member.

28 /////

1 3. Notices; Assistance from Groupon

2 Groupon has cooperated in the identification of Settlement Class Members under the 2012
3 Proposed Settlement Agreement for purposes of notification to the Settlement Class. The Claims
4 Administrator may request further assistance from Groupon to facilitate providing Class Notice as
5 necessary and appropriate to satisfy Rule 23 and constitutional due process; to facilitate sending
6 Class Notice e-mails from a domain name that includes the word “Groupon” so that, to the extent
7 possible, they are not excluded from Settlement Class Members’ e-mail inboxes as an unknown
8 sender or junk mail; to assist with establishing the Settlement Website; and to accomplish such
9 other purposes as may be approved by Groupon and Class Counsel.

10 4. Maintenance of Records

11 The Claims Administrator shall maintain records of all Claims until ninety (90) days after
12 all Claims have been finally resolved and Credits have been placed into the Groupon accounts of
13 Class Members, and such records will be made available upon request to Class Counsel and
14 Defendants’ Counsel. The Claims Administrator also shall provide such reports, declarations,
15 and such other information to the Court as may be required.

16 5. Settlement Website

17 The Claims Administrator shall maintain a website containing relevant documents,
18 including but not limited to, all applicable deadlines; the Class definition; instructions on how to
19 submit Settlement Claims online or by e-mail, mail or facsimile; orders of the Court pertaining to
20 this Settlement Agreement, including all supporting exhibits. The Parties agree that the Claims
21 Administrator shall endeavor to utilize the 2012 Proposed Settlement Agreement website to the
22 extent practicable in order to minimize costs. The cost of creating and maintaining this website
23 shall be deducted from the Settlement Amount. The Parties shall agree on all information and
24 documents to be posted on this website.

25 **E. NOTICE TO THE SETTLEMENT CLASS: OBJECTION AND OPT OUT**
26 **RIGHTS; WITHDRAWAL OF CLAIMS**

27 1. Upon Preliminary Approval of the Settlement Agreement, as the Court may direct,
28 the Claims Administrator shall cause the Class Notice substantially in the form of Exhibit 2 to be

1 disseminated to Settlement Class Members as provided herein and shall also cause the Class
2 Notice to be posted on the Settlement Website. Class Counsel shall also post the Class Notice on
3 its firm website. Class Notice shall be disseminated pursuant to the Notice Program on or before
4 the Class Notice Date in a manner that comports with constitutional due process and Rule 23.

5 2. The Class Notice shall:

6 (a) contain a short, plain statement of the background of the Actions and the
7 proposed Settlement Agreement;

8 (b) describe the proposed relief as set forth in this Settlement Agreement;

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

11 (d) describe the procedures for participating in the Settlement Agreement and
12 advise Settlement Class Members of their rights, including their right to file a Claim, withdraw a
13 claim previously submitted under the 2012 Proposed Settlement Agreement, or to opt out of, or
14 object to the Settlement Agreement;

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

17 (f) state that any relief to Settlement Class Members under the Settlement
18 Agreement is contingent on the Court's approval of the proposed Settlement;

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

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

24 (i) provide that any objection to the Settlement Agreement and any papers
25 submitted in support of such objection will be considered only if the Settlement Class Member
26 making an objection has submitted timely notice of his or her intention to do so, with the grounds
27 for the objection, and has submitted copies of such papers he or she proposes to submit at the
28 Approval Hearing to the Court and served copies of such papers on Class Counsel and

1 Defendants' Counsel on or before the Opt Out and Objection Date, as approved by the Court and
2 specified in the Class Settlement Notice.

3 3. Any Settlement Class Member who intends to object must do so on or before the
4 Opt Out and Objection Date. In order to object, the Settlement Class Member must include in the
5 objection submitted to the Court and served on Class Counsel and Defendants' Counsel: (a) a
6 reference to *In re Groupon Marketing and Sales Litigation*, No. 3:11-md-02238-DMS-RBB (S.D.
7 Cal.); (2) the name, address, telephone number, and e-mail address of the Person objecting and, if
8 represented by counsel, of his or her counsel; (2) the e-mail address the Person objecting used to
9 register Groupon purchase; and (3) proof of purchase or acquisition of a Groupon Voucher. An
10 objecting Settlement Class Member must state, specifically and in writing, all objections and the
11 basis for any such objections, and provide a statement of whether he/she intends to appear at the
12 Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to
13 submit and serve timely a written objection and notice of his or her intent to appear at the
14 Approval Hearing pursuant to this Section, as detailed in the Notice, shall not be permitted to
15 object to the approval of the Settlement Agreement at the Approval Hearing and shall be
16 foreclosed from seeking any review of the Settlement Agreement or the terms of the Agreement
17 by appeal or other means.

18 4. Prior to the Approval Hearing, the Claims Administrator shall provide to the Court
19 documentation that the Class Notice was provided in accordance with the Notice Program.

20 5. A Settlement Class Member who wishes to opt out of the Settlement Class must do
21 so on or before the Opt Out and Objection Date. In order to opt out, a Settlement Class Member
22 must complete and send to the Claims Administrator a Request For Exclusion that is received or
23 post-marked no later than the Opt Out and Objection Date. The Request for Exclusion must be
24 personally signed by the Settlement Class Member requesting exclusion and contain a statement
25 that indicates a desire to be excluded from the Settlement Class. Any Claim that had been
26 submitted pursuant to the 2012 Proposed Settlement Agreement by a Class Member who submits
27 a Request for Exclusion shall be deemed withdrawn. So-called "mass" or "class" opt-outs
28 purporting to be made on behalf of multiple Persons or classes of Persons shall not be allowed.

1 6. Except for those Settlement Class Members who timely and properly file a
2 Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class
3 Members for all purposes under the Settlement Agreement, including Settlement Class Members
4 who have filed any Action, and upon the Effective Date, will be bound by its terms, regardless of
5 whether they file a Claim.

6 7. Any Settlement Class Member who submitted a claim under the 2012 Proposed
7 Settlement Agreement who wishes to withdraw such claim from consideration must do so within
8 sixty (60) days after the Class Notice Date by sending an e-mail withdrawing his or her claim to
9 the Claims Administrator at an e-mail address to be provided in the Class Notice.

10 8. Any Settlement Class Member who properly opts out of the Settlement Class shall
11 not: (a) be bound by any orders or judgments entered in the Actions relating to the Settlement
12 Agreement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain
13 any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the
14 Settlement Agreement.

15 9. The Claims Administrator shall provide Class Counsel and Defendants' Counsel
16 with a list of all timely Requests for Exclusion within ten (10) business days after the Opt Out and
17 Objection Date.

18 **F. RELEASES**

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

20 (a) “Released Claim” means any individual, class, representative, group or
21 collective claim, liability, right, demand, suit, matter, obligation, damage, loss, action or cause of
22 action, of every kind and description that a Releasing Party has or may have, including assigned
23 claims, whether known or unknown, asserted or unasserted, that is, has been, or could reasonably
24 have been asserted by the Releasing Party either in the Court or any other court or forum,
25 regardless of legal theory or relief claimed, and regardless of the type of relief or amount of
26 damages claimed, against any of the Released Parties, arising from, or in any way relating to, any
27 of the allegations in the Actions, including but not limited to allegations regarding the advertising,
28 marketing, redemption or sale of Groupon Vouchers alleged in the Actions, any use of expiration

1 dates on Groupon Vouchers, and any other practice, conduct, or presentation of “Daily Deals,”
2 “Fine Print,” “Legal Stuff We Have To Say,” “Not Valid For Cash Back,” other terms of use or
3 terms of sale, disclaimers, arbitration provisions, allegations of improper time pressure placed on
4 customers or requirements to use Groupon Vouchers in one visit, failures of disclosure, or any of
5 the other allegations or claims raised in any of the Actions, or that could have been alleged based
6 on the allegations raised in any of the Actions.

7 (b) “Released Parties” means all Defendants and all Merchants who offered
8 promotions of goods or services or vouchers through Groupon who were not named as
9 Defendants, and including each and all of their respective predecessors, successors, assigns,
10 parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present
11 and future officers, directors, employees, stockholders, partners, agents, servants, successors,
12 attorneys, insurers, representatives, licensees, licensors, customers, subrogees and assigns.

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

18 2. Release of Released Parties

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

22 3. Waiver of Unknown Claims

23 With respect to any and all Released Claims, and upon entry of the Order and Judgment
24 Approving Settlement without further action, for good and valuable consideration, Plaintiffs, on
25 behalf of themselves and the Settlement Class and as the representatives of the Settlement Class,
26 shall expressly, and Releasing Parties shall be deemed to have, and by operation of the Order and
27 Judgment Approving Settlement shall, to the fullest extent permitted by law, fully, finally, and
28 forever expressly waived and relinquished with respect to the Released Claims, any and all

1 provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all
2 similar provisions, rights, and benefits conferred by any law of any state or territory of the United
3 States or principle of common law that is similar, comparable, or equivalent to Section 1542 of
4 the California Civil Code, which provides:

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

4. Additional Releases

9 Upon entry of the Order and Judgment Approving Settlement, each of the Defendants,
10 Released Parties, and any Person claiming through them shall be deemed to have fully, finally,
11 and forever released, relinquished and discharged each and all of Class Representatives and
12 Plaintiffs' Counsel, and their respective present and former parents, subsidiaries, divisions, and
13 affiliates, the present and former partners, employees, officers and directors of each of them, the
14 present and former attorneys, accountants, experts, consultants, insurers, and agents of each of
15 them, (each of the foregoing solely in their capacity as such), and the predecessors, successors,
16 heirs, and assigns of each, from all claims of every nature and description, known and unknown,
17 relating to the initiation, assertion, prosecution, non-prosecution, settlement, and/or resolution of
18 the Actions or the Released Claims.

19 **G. EXCLUSIVE REMEDY; JURISDICTION OF COURT**

20 The Settlement Agreement shall be the sole and exclusive remedy for any and all
21 Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be
22 subject to liability or expense of any kind to any Releasing Party with respect to any Released
23 Claim. Upon entry of the Order and Judgement Approving Settlement, each and every Releasing
24 Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any
25 Released Claim against any Released Party in any court or any forum.

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

1 **H. PLAINTIFFS' COUNSEL FEES AND COSTS; CLASS REPRESENTATIVE**
2 **AWARDS**

3 1. Class Counsel agrees to make, and Groupon agrees not to oppose, an application
4 for the award of Attorneys' Fees and Expenses in this Action not to exceed \$2,125,000. If
5 awarded by the Court and within seven (7) days of entry of the Order and Judgment Approving
6 Settlement, such Attorneys' Fees and Expenses will be deposited by Groupon into a joint escrow
7 account set up by Groupon and Class Counsel. Within five (5) days from the Effective Date of
8 Settlement, Groupon and Class Counsel shall issue a joint directive to the holder of the escrow
9 account, directing that an amount equivalent to the amount in Attorneys' Fees and Expenses
10 awarded by the Court shall be dispersed from the joint escrow account to Class Counsel. In the
11 interim between entry of the Order and Judgment Approving Settlement and the Effective Date of
12 Settlement, the amount awarded in Attorneys' Fees and Expenses shall be invested in short term
13 treasury instruments. If the Order and/or Judgment Approving Settlement is reversed, vacated,
14 modified, and/or remanded for further proceedings or otherwise disposed of in any manner other
15 than one resulting in affirmance of the Order and Judgment Approving Settlement as to any
16 matter other than a reduction of Attorneys' Fees and Expenses, then, unless the Parties to this
17 Settlement Agreement agree otherwise in writing, Class Counsel and Groupon, within five (5)
18 business days shall jointly direct the escrow to remit the Fees and Expenses in the escrow and any
19 interest earned thereon, to Groupon. If the award of Attorneys' Fees and Expenses is reduced by
20 the Order and/or Judgment Approving Settlement, or by a court of competent jurisdiction before
21 the Effective Date, then Class Counsel and Groupon shall direct that the interest earned on the
22 amount by which the fee is reduced shall within five (5) business days be paid to Groupon.
23 Plaintiffs reserve their right to challenge such review or reversal leading to any reduction of the
24 requested Attorneys' Fees and Expenses. The amount by which the Attorneys Fees and Expenses
25 are reduced under this paragraph, if any, shall be returned to Groupon if they have been paid into
26 the joint escrow created for payment of the Attorneys' Fees and Expenses and then shall become
27 a portion of the Settlement Amount that Groupon will pay in Credits into the accounts of Class
28 Members who submit valid Claims.

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

3 3. Groupon agrees that each Class Representative shall be paid the amount of such
4 Class Representative Award, if any, as may be approved by the Court, to be deducted from the
5 Settlement Amount. Class Representatives shall not seek awards in excess of \$500 each. If
6 awarded by the Court, such Class Representative Awards will be paid to Class Counsel on behalf
7 of the Class Representatives from the Settlement Amount within thirty (30) days after the
8 Effective Date.

9 **I. ORDER APPROVING SETTLEMENT AND JUDGMENT**

10 1. This Settlement Agreement is subject to and conditioned upon the issuance by the
11 Court of an Order and Judgment Approving Settlement that grants approval of the Settlement
12 Agreement, and orders the relief specified herein, which relief shall be subject to the terms and
13 conditions of the Settlement Agreement and the Parties' performance of their continuing rights
14 and obligations hereunder. Such Order and Judgment Approving Settlement shall:

15 (a) Confirm the certification, for settlement purposes only, of the Settlement
16 Class;

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

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

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

25 (e) Dismiss all complaints in the Actions with prejudice and without costs;

26 (f) Deem all claims submitted under the 2012 Proposed Settlement Agreement
27 to be timely submitted Claims under the Settlement Agreement;

28

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

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

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

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

16 **J. REPRESENTATIONS AND WARRANTIES**

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

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

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

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

13 **K. SETTLEMENT AGREEMENT FOR SETTLEMENT PURPOSES ONLY;
14 NO ADMISSIONS; NO USE; PRESERVATION OF POSITIONS IN THE
EVENT SETTLEMENT DOES NOT BECOME EFFECTIVE**

15 1. This Settlement Agreement exists and is entered for settlement purposes only, and
16 neither the fact of, nor any provision contained in, this Settlement Agreement or its Exhibits,
17 nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as
18 an admission or a concession on the part of any Plaintiff, any Defendant, any Releasing Party,
19 or any Released Party with respect to any claim of any fault or liability, any defense, or any
20 claim of injury or damages.

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

23 (a) Construed as, offered in evidence as, received in evidence as, and/or
24 deemed to be, evidence of a presumption, concession or an admission by any Plaintiff, Defendant,
25 Settlement Class Member, or Released Party of the truth of any fact alleged or the validity of any
26 claim or defense that has been, could have been, or in the future might be asserted in any
27 litigation or the deficiency of any claim or defense that has been, could have been, or in the future
28

1 might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such
2 Party; or

3 (b) Construed as, offered in evidence as, received in evidence as, and/or
4 deemed to be, evidence of a presumption, concession or an admission of any liability, fault or
5 wrongdoing, or in any way referred to for any other reason, by any Plaintiff, Defendant,
6 Releasing Party or Released Party in the Action or in any other civil, criminal or administrative
7 action or proceeding other than such civil proceedings as may be necessary to effectuate the
8 provisions of the Agreement.

9 3. The Settlement Agreement is without prejudice to the rights of each Releasing
10 Party and each Released Party to: (a) seek or oppose enforcement of arbitration and waiver of the
11 right to bring a class action; (b) seek or oppose class certification in the Actions should the
12 Settlement Agreement not be finally approved or implemented for any reason, which shall be
13 without reference to certification of the Settlement Class for Settlement purposes; (c) seek or
14 oppose class certification in any unrelated action; or (d) use the certification of the Settlement
15 Class to oppose certification of any other proposed or existing class asserting any of the claims
16 asserted in this action, in any future action; and (e) to use the certification of the Settlement Class
17 to oppose actions filed or maintained by individuals who are Settlement Class Members and who
18 do not file a timely Request for Exclusion. The Class Representatives and Plaintiffs' Counsel
19 agree that they shall not make reference to certification of the Settlement Class in any subsequent
20 litigation against any Defendants.

21 **L. TERMINATION OF THIS SETTLEMENT AGREEMENT**

22 1. Nullification of Settlement Agreement

23 In the event that:

24 (a) The Court does not enter an order granting Preliminary Approval
25 conforming in all material respects to Section II.B.1. of this Settlement Agreement;

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

1 (c) The Court does not enter an Order and Judgment Approving Settlement
2 conforming in all material respects to Section II.I of this Settlement Agreement, or if entered,
3 such Order and/or Judgment is reversed, vacated, or modified in any material respect by another
4 court or otherwise fails to become Non-Appealable, then any of the Parties may terminate this
5 Settlement Agreement within ten (10) business days of the event giving rise to the right to
6 terminate by serving written notice upon all Parties and Court. The deadline for the exercise of
7 this right to terminate the Settlement Agreement may be extended by the Parties in writing
8 without order of the Court. In the event of a termination under Section II.L of this Agreement,
9 Groupon shall have the Claims Administrator post information regarding the termination on the
10 website established for the Settlement.

11 2. Termination; Restoration to Status Quo Ante

12 In the event of the termination of this Settlement Agreement, all Parties shall be restored
13 to their respective positions as of immediately prior to the date of execution of this Settlement
14 Agreement. Upon termination, Sections II.K, II.L, and II.M of this Settlement Agreement shall
15 survive and be binding on the Parties, but this Agreement shall otherwise be null and void.

16 **M. ADDITIONAL PROVISIONS**

17 1. Entire Agreement

18 The Settlement Agreement, including all Exhibits hereto, shall constitute the entire
19 agreement among the Parties with regard to the settlement and shall supersede any previous
20 agreements, representations, communications and understandings among the Parties with respect
21 to the subject matter of the Settlement Agreement. The Settlement Agreement may not be
22 changed, modified, or amended except in a writing signed by all Parties and, if required, approved
23 by the Court. The Parties contemplate that certain of the Exhibits to the Settlement Agreement
24 relating to Class Notice may be modified by subsequent agreement of Groupon and Class
25 Counsel prior to dissemination to the Settlement Class, without requirement of Court Approval.

26 2. Governing Law

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

1 3. Execution by Counterparts

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

6 4. Binding Effect

7 The Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs,
8 successors, assigns, executors and legal representatives of the Parties to the Agreement and all
9 Defendants and Released Parties.

10 5. Reasonable Extensions

11 The Parties may agree to reasonable extensions of time to carry out any of the provisions
12 of the Settlement Agreement.

13 6. Drafting of Settlement Agreement

14 The determination of the terms of, and the drafting of, the Settlement Agreement has been
15 by mutual understanding after negotiation, with consideration by, and participation of, the Parties
16 hereto and their counsel.

17 7. Effect of Waiver of Provisions

18 The waiver by any Party of any provision of this Settlement Agreement shall not
19 constitute a waiver of any other provision of this Settlement Agreement.

20 8. Variance In Terms

21 In the event of any variance between the terms of this Settlement Agreement and any of
22 the Exhibits hereto, the terms of this Settlement Agreement shall control and supersede the
23 Exhibit(s).

24 9. Exhibits to Settlement Agreement

25 All Exhibits to this Settlement Agreement are material and integral parts hereof, and are
26 incorporated by reference as if fully rewritten herein.

27 ////

28 ////

1 10. No Opinion Concerning Tax Consequences

2 No opinion concerning the tax consequences of this Settlement Agreement to any
3 Settlement Class Member is given or will be given by Groupon, Groupon’s Counsel, Class
4 Counsel, or Plaintiffs’ Counsel; nor is any Party or his/her/its counsel providing any
5 representation or guarantee respecting the tax consequences of the Settlement as to any
6 Settlement Class Member. The Class Notice will direct Settlement Class Members to consult
7 their own tax advisors regarding the tax consequences of the Settlement and any tax reporting
8 obligations with respect thereto. Each Settlement Class Member is responsible for his/her tax
9 reporting and other obligations respecting the Settlement, if any.

10 11. Notices

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

13 (a) If to Class Representatives or Class Counsel:

14 ROBINS GELLER RUDMAN
15 & DOWD LLP
16 JOHN J. STOIA, JR.
17 RACHEL L. JENSEN
18 PHONG L. TRAN
19 655 West Broadway, Suite 1900
20 San Diego, CA 92101
21 Telephone: 619/231-1058
22 619/231-7423 (fax)
23 johns@rgrdlaw.com
24 rachelj@rgrdlaw.com
25 ptran@rgrdlaw.com

26 (b) If to Defendants or Defendants’ Counsel:

27 DLA PIPER LLP (US)
28 SHIRLI FABBRI WEISS
29 CHRISTOPHER M. YOUNG
30 KATHERINE J. PAGE
31 401 B Street, Suite 1700
32 San Diego, CA 92101-4297
33 Telephone: 619/699-2700
34 619/699-2701 (fax)
35 shirli.weiss@dlapiper.com
36 christopher.young@dlapiper.com

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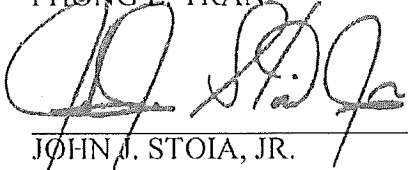
katherine.page@dlapiper.com

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

AGREED:

DATED: September 11, 2015

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



JOHN J. STOIA, JR.

655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
Fax: 619/231-7423

Class Counsel

DATED: September 11, 2015

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



SHIRLI FABBRI WEISS

401 B Street, Suite 1700
San Diego, CA 92101-4297
Telephone 619/699-2700
Fax: 619.699.2701

Attorneys for Defendants

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INDEX OF EXHIBITS TO SETTLEMENT AGREEMENT

Exhibit	Description	Page
1	List of cases consolidated within MDL No. 3:11-md-02238-DMS-RBB;	35
2	Class Action Settlement Notice e-mail;	38
3	Class Action Settlement Notice website;	40
4	Settlement Fund Claims Form; and	51
5	List of states that potentially restrict expiration of purchase value.	54

EXHIBIT 1

Putative Class Actions Consolidated Within MDL No. 02238-DMS-RBB

CASE	NAMED PLAINTIFF(S)/ CLASS REPRESENTATIVE(S)
<i>Arliss et al. v. Groupon, Inc. et al.</i> , 3:11-cv-01374-DMS-RBB	Arliss, Barrie
	Lawrie, Jeff
<i>Booth v. Groupon, Inc.</i> , 3:11-cv-01320-DMS-RBB	Booth, Nevin
<i>Christensen v. Groupon, Inc. et al.</i> , 3:11-cv-01233-DMS-RBB	Christensen, Ashley
<i>Cohen v. Groupon, Inc.</i> , 3:11-cv-01245-DMS-RBB	Cohen, Jason
<i>Eidenmuller v. Groupon, Inc.</i> , 3:11-cv-01244-DMS-RBB	Eidenmuller, William
<i>Ferreira v. Groupon, Inc. et al.</i> , 3:11-cv-00132-DMS-RBB	Ferreira, Anthony
<i>Gosling v. Groupon, Inc.</i> , 3:11-cv-01231-DMS-RBB	Gosling, Sarah
<i>Johnson, et al. v. Groupon, Inc., et al.</i> , 3:11-cv-01279-DMS-RBB	Buckley, Julie
	Johnson, Eli R.
<i>Kimel v. Groupon, Inc. et al.</i> , 3:11-cv-01225-DMS-RBB	Kimel, Heather
<i>McPherson v. Groupon, Inc.</i> , 3:11-cv-01551-DMS-RBB	McPherson, Michael

CASE	NAMED PLAINTIFF(S)/ CLASS REPRESENTATIVE(S)
<i>Mehel v. Groupon Inc.</i> , 3:11-cv-01349-DMS-RBB	Mehel, Sarah
<i>Spencer v. The Gap, Inc.</i> , 3:12-cv-01210-DMS-RBB	Nicholas Spencer
<i>Terrell v. Groupon, Inc.</i> , 3:11-cv-01595-DMS-RBB	Terrell, Eric
<i>Vazquez v. Groupon, Inc., et al.</i> , 3:11-cv-01253-DMS-RBB	Vazquez, Carlos
<i>Zard v. Groupon, Inc.</i> , 3:11-cv-01232-DMS-RBB	Zard, Brian

Individual Actions Consolidated Within MDL No. 02238-DMS-RBB

CASE	PLAINTIFF
<i>Hinton v. Groupon, Inc.</i> , 3:11-cv-02674-DMS-RBB	Hinton, Kenneth
<i>Johnson v. Groupon, Inc.</i> , 3:11-cv-02835-DMS-RBB	Johnson, E.G.

Illinois State Court Putative Class Action

CASE	NAMED PLAINTIFF(S)/ CLASS REPRESENTATIVE(S)
<i>Dremak v. Groupon, Inc.</i> , 11-CH-0876 (Ill. Cir. Ct., Kane County)	Dremak, Adam

Dismissed Actions

CASE	NAMED PLAINTIFF(S)/ CLASS REPRESENTATIVE(S)
<i>Arliss v. Groupon, Inc., et al.</i> , 2:11-cv-00696 RAJ DISMISSED 04/27/2011	Arliss, Barrie
<i>Bates v. Groupon, Inc., et al.</i> , No. 1:11-cv-10556-DJC (D. Mass.) DISMISSED 03/21/2012	Bates, Jennifer

EXHIBIT 2

To: <<class member email address>>

From: Groupon Settlement Administrator

Re: Notice of Class Action Settlement Regarding Groupon Vouchers

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

(Email body:)

An Important Notice About a Class Action Settlement Involving Groupon Vouchers

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

A proposed settlement has been reached in class action litigation concerning Groupon vouchers, *In re Groupon, Inc. Marketing and Sales Practices Litigation*, No. 3:11-md-02238-DMS-RBB, and the related state court action, *Dremak v. Groupon, Inc.*, No. 11-CH-0876 (Ill. Cir. Ct., Kane County). You may be a member of the class whose rights may be affected by this lawsuit. **The purpose of this notice is to inform you of the lawsuit and the settlement so that you may decide what steps to take in relation to it.**

A previous settlement agreement of this class action litigation was reached in 2012 (“2012 Proposed Settlement Agreement”), but was terminated on June 22, 2015 after the trial court’s approval of the settlement was vacated on appeal. As described below, if you submitted a claim for relief under the 2012 Proposed Settlement Agreement, your claim automatically will be deemed submitted under this Settlement Agreement without need to resubmit, unless you send an email withdrawing your claim to the Claims Administrator by [date] at [insert email address] or you opt out of this Settlement Agreement.

More information regarding the Settlement Agreement, your rights under the Settlement Agreement, instructions on how to be excluded from the Settlement Agreement or object to the Settlement Agreement, and a Claim Form to complete to obtain benefits under the Settlement Agreement are available here: [HYPERLINK to SETTLEMENT WEBSITE URL and CLAIM FORM].

If the Settlement Agreement is approved, Settlement Class Members as defined in the Settlement Agreement who complete and return a Claim Form may be eligible to receive “Groupon Credits” equal to 130% of the value of the purchase price of unredeemed, unrefunded Groupon Vouchers that are past their stated expiration date, and that were purchased between November 1, 2008 and December 1, 2011. Each Groupon Credit is the equivalent to \$1.00 in buying power for Groupon offerings on groupon.com, subject to certain limitations described below. The amount of Groupon Credits given to Settlement Class Members may be increased or decreased pro rata depending on the number and value of valid Claims submitted. Groupon Credits will be automatically deposited in Class Members’ Groupon accounts following the Effective Date of

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settlement. If you no longer have an active Groupon account, you may contact Groupon at [*insert phone and email contact*] to reopen an account for the purpose of receiving Groupon Credits under the settlement.

Groupon Credits may be redeemed within nine months of issuance to purchase any Groupon Voucher or Groupon Goods on the Groupon website, excluding purchases of the following types of Groupon offerings: (1) Groupon Getaways Market Rate Hotel Reservations; (2) Merchant Products offered as Groupon Goods; (3) Groupon-to-Go; (4) Groupon Link-out offers; and (5) Groupon Gift Cards.

The last day to submit a completed Claim Form to receive Groupon Credits is _____.

Rather than seeking a benefit under the Settlement Agreement, you may choose to exclude yourself from the Settlement Agreement. **There are deadlines associated with the choices you may make regarding the Settlement Agreement. The last day to exclude yourself from the Settlement Agreement or to object to the Settlement Agreement is _____.** If you choose to exclude yourself from the Settlement Agreement but you submitted a claim earlier pursuant to the 2012 Proposed Settlement Agreement, your claim will be automatically deemed withdrawn.

Neither Counsel for the Parties, nor the Claims Administrator may advise on the tax consequences of participating or not participating in the Settlement Agreement.

EXHIBIT 3

Welcome to the Informational Website for the Class Action Settlement

in:

In re Groupon Marketing and Sales Practices Litigation

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

United States District Court for the Southern District of California

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

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

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

A proposed settlement has been reached in the class action litigation concerning Groupon vouchers, *In re Groupon, Inc. Marketing and Sales Practices Litigation*, No. 3:11-md-02238-DMS-RBB and the related action, *Dremak v. Groupon, Inc.*, No. 11-CH-0876 (Ill. Cir. Ct., Kane County). This website was established to provide information to you about the proposed settlement of the litigation, which relates to the marketing and sales practices of Groupon, Inc.

A previous settlement agreement of this class action litigation was reached in 2012 (“2012 Proposed Settlement Agreement”), and you may have received notice in connection with that settlement. The 2012 Proposed Settlement Agreement was terminated, however, on June 22, 2015, after the trial court’s approval of the settlement was vacated on appeal. As described below, if you submitted a claim for relief under the previous 2012 Proposed Settlement Agreement, your claim will automatically be deemed submitted under this settlement without need to resubmit, unless you send an email withdrawing your claim to the Claims Administrator by [date] at [insert email address], or you exclude yourself from this settlement.

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

Important Dates and Deadlines:

The following are important dates and deadlines relating to the Settlement Agreement, which are explained more fully in the sections below:

Deadline to submit claim form to obtain Groupon Credits pursuant to the Settlement Agreement: *[60 days after dissemination of Class Notice]*

Deadline to withdraw claim submitted under 2012 Proposed Settlement Agreement: *[within 60 days after dissemination of Class Notice]*

Deadline to opt-out of Settlement Agreement: *[42 Days Prior to Final Approval Hearing]*

Deadline to object to Settlement Agreement: *[42 Days Prior to Final Approval Hearing]*

Date of Approval Hearing: *[at least 117 days after entry of the Preliminary Approval order, and at least 42 days after the Opt-Out and Objection Date]*

Deadline to use Groupon Credits: *[9 months from date of issuance into your account]*

Court Documents and Claim Form:

[\[Links to settlement documents, Claim Form\]](#)

Basic Information:

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

- The Settlement provides a total recovery for the benefit of the Class described herein of \$8.5 million in a combination of (1) Groupon Credits to be paid into the Groupon accounts of Settlement Class Members and (2) cash for Claims Administration Expenses, including Class Notice Expenses, and Attorneys’ Fees and Expenses and Class Representative Awards.

- The Settlement Agreement resolves litigation alleging, among other things, that Groupon and businesses making promotional offers for goods or services through Groupon illegally used expiration dates and other restrictions on Groupon Vouchers, engaged in sales or advertising practices that violated various federal and state gift card and consumer laws and failed to make adequate or required disclosures in the terms of use or terms of sale or otherwise on Groupon’s website relating to Groupon Vouchers. The Defendants in the litigation deny Plaintiffs’ allegations, deny that they are liable in any way to Plaintiffs, and have asserted a number of defenses to Plaintiffs’ claims.
- **Your legal rights will be affected by this Action and this Settlement whether you act or do not act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT AGREEMENT:	
SUBMIT A CLAIM FORM	<p>The <u>only</u> way to obtain Groupon Credits from the Settlement Agreement.</p> <p>If you submitted a claim under the 2012 Proposed Settlement Agreement, your claim will be deemed automatically submitted under this Settlement Agreement, unless you withdraw your claim by emailing a request to the Claims Administrator at _____ by _____ or you exclude yourself from the Settlement Class.</p>
EXCLUDE YOURSELF	<p>If you are a Settlement Class Member but exclude yourself from the Settlement Class, you will get no Groupon Credits or other benefit under the Settlement Agreement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against the Defendants and the other Released Parties, or to be part of another lawsuit, concerning the Released Claims.</p> <p>If you request exclusion from the Settlement Class, any claim you submitted under the 2012 Proposed Settlement Agreement will be deemed withdrawn.</p>

OBJECT	You may write to the Court about why you object to any part of the Settlement Agreement. Written objections to the Settlement Agreement must be filed with the Court no later than [_____ , 2015 [at least 42 days prior to Approval Hearing] and served on the parties. Lodging an objection does not exclude you from the Settlement Class. If the Settlement Agreement is approved, you will be subject to the Settlement Agreement and will be bound by the Release described in response to Question 6.
GO TO THE FINAL APPROVAL HEARING	If you timely object in writing to the Settlement Agreement and file a timely Notice of Intention to Appear at the Approval Hearing, you will be entitled to ask to speak in Court about the Settlement Agreement during the Approval Hearing set for [_____, 2016].
APPEAR THROUGH AN ATTORNEY	You may enter an appearance in this case through an attorney at your own expense if you desire, but you will still need to comply with the requirements for objecting to the Settlement Agreement and appearing at the Approval Hearing.
DO NOTHING	If you did not submit a claim under the 2012 Proposed Settlement Agreement and you do nothing, you will get no Groupon Credits under this Settlement Agreement, and you will give up certain rights and be bound by all of the court judgments in the Action.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement and after any appeals are resolved and all Claim Forms have been reviewed and processed, the Claims Administrator will post further information on this website.
- Neither Counsel for the Parties, nor the Claims Administrator may advise on the tax consequences of participating or not participating in the Settlement Agreement.

Settlement Information and Frequently Asked Questions:

Background of the Litigation and Settlement Agreement

1. *What is this litigation about?*

Several lawsuits were filed against Groupon, Inc. (“Groupon”) and several businesses (“Merchant Defendants”), who made promotional offers for goods and services through Groupon Vouchers, regarding the marketing and sale of Groupon Vouchers. Among other things, Plaintiffs have asserted that Groupon Vouchers contained expiration dates and other restrictions in violation of federal and state law and challenged statements on Groupon Vouchers and in Groupon’s Terms of Use and/or Terms of Sale on Groupon’s website used in connection with the offering or sale of Groupon Vouchers. Lawsuits were filed in several different courts but all lawsuits filed in United States District Courts are now centralized and pending before the United States District Court for the Southern District of California. One additional putative class action remains pending in Illinois state court. **Please do not contact the Court.**

2. *Why is this a class action?*

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

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

3. *Why is there a Settlement Agreement?*

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

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

You can review a complete copy of the Settlement Agreement between the parties at [\[Link to Settlement Agreement\]](#).

Groupon has agreed to pay Eight Million, Five Hundred Thousand Dollars’ (\$8,500,000) worth of (1) Groupon Credits to be paid into the Groupon accounts of Settlement Class

Members, and (2) cash for Claims Administration Expenses, including Class Notice Expenses, and Attorneys' Fees and Expenses and Class Representative Awards.

If you are a Settlement Class Member and you submit a timely Claim form, you may be entitled to receive Groupon Credits equal to 130% of the Customer Purchase Price of your original, unredeemed, unrefunded Groupon Voucher(s). That amount may be adjusted up or down depending on the amount of valid Claims that are received and the amount remaining after payment of Claims Administration Expenses, including Class Notice Expenses, and Attorneys' Fees and Expenses and Class Representative Awards.

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

All Claim Forms must be submitted no later than *[the deadline listed above]* *[60 days after Class Notice]*. If you submitted a claim under the 2012 Proposed Settlement Agreement, your claim will be deemed automatically submitted under this Settlement Agreement, without need to resubmit, unless you email a request to the Claims Administrator at _____ by _____ *[60 days after Class Notice]* to withdraw your claim or you exclude yourself from this Settlement Agreement. Claims submitted under the 2012 Proposed Settlement Agreement shall be valid so long as they meet the criteria set forth in the claim form that was posted on the settlement website in connection with the 2012 Proposed Settlement Agreement, provided, however, that no Claim shall be valid if based on a Groupon Voucher that has been redeemed or refunded at any time.

All Claims will be processed after the Effective Date of Settlement. Settlement Class Members whose Claims meet the criteria set forth in the Settlement Agreement will receive in their Groupon account Groupon Credits equal to 130% of the Customer Purchase Price of the original, unredeemed, unrefunded Groupon Voucher(s) upon which any valid Claim is based, subject to the following adjustment:

The amount of Groupon Credits issued may be increased or decreased pro rata, depending on the total amount and value of valid Claims. If 130% of the total combined value of all valid Claims exceeds the Settlement Amount that remains following deductions for incurred and projected Claims Administration Expenses, including Class Notice Expenses, and awarded Attorneys' Fees and Expenses and Class Representative Awards, the amount of Groupon Credits issued to each Settlement Class Member will be reduced pro rata based on the dollar amount of valid Claim(s) submitted by that Class Member. If 130% of the total value of valid Settlement Claims is less than the Settlement Amount after deduction of all incurred and projected Claims Administration Expenses and awarded Attorneys' Fees and Expenses and Class Representative Awards, then the amount remaining in Groupon Credits shall be increased pro rata to all Settlement Class

Members who submitted any Claim that was approved by the Claims Administrator based on the dollar amount of valid Claim(s) submitted by that Settlement Class Member.

Settlement Class Members who no longer have Groupon accounts may reopen their accounts or open new accounts in order to receive the Groupon Credits described in the Settlement Agreement by contacting [*add Groupon email and phone contact*]. A Settlement Class Member may choose to close a Groupon account after use of the Groupon Credits.

Settlement Class Members will have nine months from the date Groupon Credits are deposited into their Groupon accounts to use Groupon Credits to make purchases of any Groupon Voucher redeemable at any Merchant, or of any Groupon Goods on the Groupon website, excluding purchases of the following types of Groupon offerings: (1) Groupon Getaways Market Rate Hotel Reservations; (2) Merchant Products offered as Groupon Goods; (3) Groupon-to-Go; (4) Groupon Link-out offers; and (5) Groupon Gift Cards. Groupon Credits may be used cumulatively toward the purchase of one or more of the above Groupon offerings. In addition, Groupon Vouchers purchased using Groupon Credits shall be transferrable, except for Groupon Vouchers that, by their nature, must be associated with a specific, named individual; promise a good or service customized for, or addressed to, a specific individual, and any Voucher which by law may not be transferred.

Who is in the Settlement Class

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

You are a Settlement Class Member and part of the Settlement Agreement if you purchased or received a Groupon Voucher issued during the time period from November 1, 2008 until December 1, 2011 for redemption at a merchant in the United States and if you meet certain other criteria described in the Claim Form and instructions [LINK TO FORM]. You are excluded from the Settlement Class if you are a Defendant or an officer or director of any merchant that has made a promotional offer for goods or services through Groupon Vouchers or a Groupon employee. Certain other entities are excluded related to the Defendants. If you fall within the definition of a Settlement Class Member and are not excluded, you are a Settlement Class Member.

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

Unless you affirmatively choose not to participate in the Settlement Agreement (which is called “excluding yourself” or “opting out”), you are part of the Settlement Class. By staying part of the Settlement Class, court orders will apply to you, and you will give Groupon and all Merchants that have made a promotional offers for goods or services through Groupon Vouchers , including those named as Defendants, a “release.” A release means that you cannot sue or be part of any other lawsuit against Groupon or any Merchant that has made a promotional offer for goods or services through Groupon Vouchers about the claims or issues raised in this litigation ever again.

Your Rights – Choosing Not to Participate In the Settlement

7. Can I get out of the Settlement?

Yes. You can choose not to participate in the Settlement Agreement and the Settlement Class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the Settlement Agreement, you will not receive Groupon Credits under the Settlement Agreement or any other Settlement Agreement benefit and you may not object to the Settlement Agreement. However, you will not be bound by any judgment or settlement of the case and will keep your right to sue Groupon and/or businesses making promotional offers for goods or services through Groupon independently.

If you request exclusion from the Settlement Class, any claim you submitted under the 2012 Proposed Settlement Agreement will be deemed withdrawn.

8. How do I exclude myself from the Settlement Agreement?

To exclude yourself from the Settlement Class, you must send a letter to the address below, postmarked by [Opt Out Date] [42 days prior to Approval Hearing], that says you want to be excluded from the Settlement Class in *In Re Groupon Marketing and Sales Practices Litigation*, MDL No. 2238-DMS-RBB. Include your name, address, and telephone number and sign your request.

Rust Consulting Inc. [Rust contact info]

Your Rights – Objecting to the Settlement Agreement

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

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

10. How do I object to the Settlement Agreement?

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

John J. Stoia, Jr. Robbins Gellar Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 Tel: (619) 231-1058 Fax: (619) 231-7423 Class Counsel
Shirli F. Weiss DLA Piper LLP (US) 401 B Street, Suite 1700

San Diego, CA 92101
Tel: (619) 699-3650
Fax: (415) 699-2701

Attorneys for Defendants

Your objection must include: (1) a reference to *In re Groupon Marketing and Sales Litigation*, No. 3:11-md-02238-DMS-RBB (S.D. Cal.); (2) your full name, address, telephone number, email address, and, if represented by counsel, that of your counsel; (2) the email address you used to register your Groupon purchase; (3) proof of purchase or acquisition of a Groupon Voucher; (4) your written objection to the Settlement Agreement; (5) any reasons supporting your position; (5) your signature; and (6) a statement of whether you intend to appear at the Approval Hearing.

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

Your objection must be filed with the Court and served on Class Counsel and Defendants' Counsel no later than [Objection Date] [42 days prior to Approval Hearing].

11. What is the difference between excluding and objecting

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

How to Get a Benefit – Submitting a Claim Form

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

To get a benefit from the Settlement Agreement, you must submit a valid Claim. If you submitted a claim under the 2012 Proposed Settlement Agreement, your claim will be deemed automatically submitted under this Settlement Agreement without need to resubmit, unless you email a request to the Claims Administrator at _____ by _____ [60 days after Class Notice] to withdraw your claim, or you exclude yourself from the Settlement Agreement.

You can submit a Claim Form via the Settlement Website, via email, or via mail or facsimile. Claim Forms are available here [LINK TO CLAIM FORM].

The Lawyer Representing You

13. Do I need to hire my own attorney?

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

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

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

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

Approval of the Settlement Agreement

15. When will the Settlement become final?

The Court has scheduled an Approval Hearing, to be held on _____ [at least 117 days after entry of the preliminary approval order], to decide whether to approve the Settlement Agreement and award attorneys' fees and costs and Class Representative Awards. The Court is located at 940 Front Street, Courtroom 10, San Diego, California 92101-8900. The hearing may be rescheduled to a later date and time without further notice. You may, but do not have to, attend the Approval Hearing. After the Court approves the Settlement Agreement and the time to appeal has expired and/or any appeal has been favorably resolved, the Settlement Agreement will become final.

16. Can I appear at the Approval Hearing?

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

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

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

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

18. When is my Claim Form due to be sent to the Claims Administrator?

All Claims Forms to receive Groupon Credits under the Settlement Agreement must be electronically submitted to the Claims Administrator or postmarked by _____. [60 days after Class Notice]

If you submitted a claim under the 2012 Proposed Settlement Agreement, your claim will be deemed automatically submitted under this Settlement Agreement without need to resubmit, unless you email a request to the Claims Administrator at _____ by _____ [60 days after Class Notice] to withdraw your claim, or you exclude yourself from the Settlement Agreement.

If You Do Nothing

19. What if I don't do anything?

If you have not submitted a claim under the 2012 Proposed Settlement Agreement and you do nothing, you will not receive any benefits from this Settlement Agreement, but you will still be a Settlement Class Member. You will be bound by the terms of the Settlement Agreement, which means you cannot bring a lawsuit against Groupon or a Merchant regarding the same claims.

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

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

EXHIBIT 4

United States District Court
For the Southern District of California
No. 3:11-md-02238-DMS-RBB
SETTLEMENT CLAIM FORM AND INSTRUCTIONS
GROUPON VOUCHER CLASS ACTION SETTLEMENT

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

This claim form should be submitted only by persons who purchased a Groupon voucher that has not been redeemed or refunded and: (1) who purchased a Groupon voucher in the United States between August 22, 2010 and December 1, 2011; or (2) who purchased a Groupon voucher between November 1, 2008 and December 1, 2011 and are (or were) residents of, or purchased a Groupon voucher for redemption in, the following states: Arkansas, California, Connecticut, Florida, Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Vermont, Washington.

The deadline to submit this claim form is _____. This means that you must complete and either email this claim form to *[CLAIM ADMINISTRATOR EMAIL ADDRESS]* by _____ or mail it via First Class mail to *[CLAIM ADMINISTRATOR MAILING ADDRESS]* postmarked by _____. Before you email or mail your claim form, please make sure that it is complete. If you submitted a claim form in connection with the now terminated settlement agreement relating to this litigation reached in 2012 (“2012 Proposed Settlement Agreement”), your claim will automatically be deemed submitted under this Settlement Agreement without need to re-submit, unless you send an email withdrawing your claim to the Claims Administrator by [date] at [insert email address], or you opt out of the Settlement Class.

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

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

If your claim meets the criteria listed in Section II.D of the Settlement Agreement [[HYPERTEXT LINK TO SETTLEMENT AGREEMENT](#)], you may receive “Groupon Credits” equal to 130% of the purchase price of the unredeemed, unrefunded Groupon voucher upon which any valid claim is based, which will be deposited into your Groupon account. The amount of Groupon Credits may be increased or decreased pro rata depending on the number and value of valid claims submitted.

Each Groupon Credit is the equivalent to \$1.00 in buying power for Groupon offerings on [groupon.com](#), subject to certain limitations described below. Groupon Credits may be redeemed within nine months of issuance to purchase any Groupon Voucher redeemable at any merchant, or of any Groupon Goods on the Groupon website, excluding purchases of the following types of Groupon offerings: (1) Groupon Getaways Market Rate Hotel Reservations; (2) Merchant Products offered as Groupon Goods; (3) Groupon-to-Go; (4) Groupon Link-out offers; and (5) Groupon Gift Cards. If you no longer have an active Groupon account, you may contact Groupon at *[insert phone and email contact]* to reopen an account for the purpose of receiving Groupon Credits under the Settlement Agreement.

History of Purchase

Class Member's Name: _____

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

Expiration date shown on Groupon Voucher(s) _____

Groupon Voucher Purchase Number(s) [see attached examples for help in identifying the relevant number]:
[HYPERTEXT TO EXAMPLES] _____

Purchase Price of Groupon Voucher(s): _____

Check ALL that apply. If you are not able to make all of the statements below, you are NOT eligible to receive Groupon Credits:

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

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

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

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

Executed this ____ day of _____, 20____, at _____, _____ (city, state).

(Signature)

Claimant's Printed Name: _____
First Middle Last

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

If applicable:

Claimant's Representative's Printed Name: _____
First Middle Last

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

Once you have filled out and signed the claim form, you must email the claim form to [CLAIMS ADMINISTRATOR] at the following email address: [INSERT], or mail it via first class mail to the following address: [CLAIMS ADMINISTRATOR]

EXHIBIT 5

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

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

24. South Carolina (SC)
25. Tennessee (TN)
26. Vermont (VT)
27. Washington (WA)