

From: Groupon Settlement Administrator <Administrator@qgemail.com>
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Subject: Notice of Class Action Settlement Regarding Groupon Vouchers

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To file a claim go to: <https://grouponvouchersettlement.com/>

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 January 9, 2016 at claims@grouponvouchersettlement.com 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: <https://grouponvouchersettlement.com/>

If the Settlement Agreement is approved, Settlement Class Members as defined in the Settlement Agreement who complete and return a Claim Form (and those who submitted claims under the 2012 Proposed Settlement Agreement) 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 to be paid on valid Claims will be automatically deposited in Class Members' Groupon accounts following the Effective Date of settlement. If you no longer have an active Groupon account, you may contact Groupon at 1-888-664-4482 or support@groupon.com to reopen an account for the purpose of receiving Groupon Credits under the Settlement Agreement.

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 January 9, 2016.

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 January 15, 2016.** 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.