

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FILED
2010 MAR -2 AM 10:09
CLERK OF THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
CHANCERY DIV.
DORIS TAY BROWN CLERK
10CH08666

DANIEL KEELLER, individually and on behalf of all others similarly situated,

Plaintiff,

v.

GROUPON, Inc., a Delaware Corporation, d/b/a Groupon,

Defendant.

No.

CLASS ACTION COMPLAINT

Plaintiff Daniel Keeler ("Plaintiff"), for his Class Action Complaint, alleges as follows upon personal knowledge as to himself and his own acts and experiences and, as to all other matters, upon information and belief based upon, *inter alia*, investigation conducted by his attorneys:

Introduction

1. Plaintiff's claims herein are based upon Defendant Groupon, Inc.'s (d/b/a Groupon) ("Defendant") illegal practices related to its online gift certificate sales business.
2. Groupon is a company that sells gift certificates, that the company refers to as "Groupons," to consumers, as defined by the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, *et seq.*) ("ICFA"). Groupon sells and seeks to sell its gift certificates in a variety of cities throughout the United States. Groupon claims to offer consumers a variety of benefits, purportedly using collective buying power to obtain savings in the purchase of said gift certificates.
3. In clear contravention of Illinois law, which is Groupon's law of choice on its website, Groupon, in attempting to make sales of its gift certificates, used deception, fraud, false pretense, false promises, misrepresentations and/or concealment, suppressed and/or omitted

material facts, with the intent that others would rely upon the concealment, suppression or omission of such material facts, to induce consumers to buy its gift certificates in clear violation of the ICFA.

4. Groupon knowingly and intentionally employs a business model designed to systematically deceive its customers by selling Groupons or gift certificates for non-food products with an expiration date of less than five years (“certificates”) in violation of the law. (See 815 ILCS 505/2SS(b) no person shall sell a gift certificate “on or after January 1, 2008,” “that is subject to an expiration date earlier than 5 years after the date of issuance.”) Furthermore, Groupon knowingly and intentionally structures the machination of its business so that consumers are often unable to redeem their certificates, or at a very reduced rate.

5. Groupon employs a business model where consumers are enticed to purchase a gift certificate, and after the consumer agrees to purchase the certificate, Groupon imposes post-contractual terms on the consumer containing illegal expiration dates. Groupon expressly advertises itself as a company that does not impose, in its own words, “gotchas,” on the consumer. In clear violation of the law, Groupon imposes illegal terms or “gotchas,” post-agreement, on the very consumers it prides itself on helping.

6. Groupon’s business model is designed to entice consumers to purchase gift certificates from Groupon. The model is specifically designed to encourage abuse by the merchant, which is fostered by an intentional lack of oversight by the issuer of the certificate, Groupon. After the consumer purchases the certificate from Groupon, when a merchant does not honor the certificate or limits the way in which it will be honored, the consumer is squeezed by Groupon to acquiesce to the onerous terms. Groupon, post-contractually, adds illegal expiration dates to the certificate forcing the consumer to make a choice, which is really a

Hobson's choice—accept the scam imposed on them or risk losing the entire value of the gift certificate.

7. Plaintiff brings this action on behalf of himself and a Class and Subclass of individuals seeking injunctive relief, damages, and reasonable costs and attorneys' fees for Defendant's violations of the ICFA (815 ILCS 505/1, *et seq.*), breach of contract, unjust enrichment, and such other and further relief as the Court deems equitable and just.

Nature of the Claim

8. Defendant offers its services to consumers throughout the State of Illinois and the nation.

9. Defendant advertises itself as being able to negotiate with businesses on behalf of a group of consumers to reduce consumers' purchase prices and purports to have helped numerous consumers save tens of millions of dollars. According to Groupon's website, "We started Groupon to make it easier for people to enjoy the great things in their community. We do it by offering daily deals at unbeatable prices through the power of group buying." The website further states, "'Gotchas' and buried conditions that sour the experience are a terrible way to accomplish that goal. We want each Groupon purchase to feel too good to be true, from the moment you buy to the day you use it."

10. Groupon offers daily deals on certificates redeemable to a variety of different merchants. If a specified number of consumers agree to purchase the certificate, then the consumers' credit card is charged and the certificate is e-mailed to the consumer. (See Advertisement for sale of Certificate by Groupon, a true and correct copy of which is attached hereto as Exhibit A).

11. The consumer agrees to purchase the certificate for a specified amount of monies.

Aside from the price, no extra conditions are agreed to by the consumer, by “click acquiescence” or otherwise. (See Acceptance of Terms for Certificate illustrating that no agreement to terms by consumer is offered or required other than the purchase price attached hereto as Exhibit B).

After the Plaintiff agrees to purchase and makes payment, Groupon imposes an illegal expiration date on the consumer, thereby breaching the contract previously formed. Consumers are then instructed to print out their certificate and to take it the merchant where the certificate will be honored for the redemption of goods and/or services. (See Certificate issued by Groupon, a true and correct copy of which is attached hereto as Exhibit C).

12. The merchant, after presentation of the certificate by the consumer, calls Groupon to verify the certificate’s validity. Groupon then authenticates the certificate and internally marks the certificate as used so that it may not be duplicitously redeemed.

13. Groupon imposes illegal expiration dates on its consumers resulting in unjust gains for Groupon to the detriment of the consumer. Specifically, in direct violation of the ICFA, Groupon sells gift certificates, for redemption of goods and services of non-food products, to consumers that have an illegal and deceptive expiration period short of the statutorily-required five years from dates of issue. Furthermore, Defendant has knowledge of the illegality of their actions, through, *inter alia*, its customer service message boards, which reveal complaints about Defendant’s inclusion of illegal expiration dates.

Parties

14. **Plaintiff Daniel Keeler:** Plaintiff is a resident of Chicago, Illinois. Plaintiff, who is a consumer as defined by 815 ILCS 505, purchased a gift certificate from Defendant. On July 7, 2009, Plaintiff entered into an agreement with Defendant for the purchase of three gift certificates for redemption and use at Grow Flower Shop, and paid Defendant \$120.00. The

Plaintiff purchased three gift certificates issued by the Defendant to be redeemed at Grow Flower Shop. Each gift certificate was to be redeemed for \$80.00 worth of flowers at Grow Flower Shop. The gift certificate has, in clear violation of the ICFA, an expiration date of July 20, 2010.

15. **Defendant Groupon, Inc. d/b/a Groupon:** Groupon is an internet seller of gift certificates. Groupon is a Delaware corporation registered at 1209 Orange Street, Wilmington, Delaware 19801. Groupon does business throughout the State of Illinois and the nation and is headquartered at 600 West Chicago Avenue, Suite 725, Chicago, IL 60654.

Jurisdiction and Venue

16. The Court has jurisdiction over this action pursuant to 735 ILCS 5/2-209(a)(1) because Defendant does and is registered to do business in this state and Plaintiff is a resident of Illinois.

17. Venue is proper in this Court because Defendant is headquartered in and does business throughout Cook County, Illinois.

Facts Regarding Plaintiff

18. On or around January 19, 2010, Plaintiff, after being e-mailed an advertisement from the Defendant, purchased 3 gift certificates for flower arrangements at Grow Flower Shop, located in Chicago, IL, from the Defendant. (Ex. A.)

19. Under the terms of the contract, per certificate, Plaintiff was required to pay Defendant a \$40.00 fee in exchange for a gift certificate redeemable for \$80.00 worth of flowers. (Ex. A.)

20. The gift certificate, in the "fine print section," states that the certificate "[e]xpires 07/20/2010, Valentine's Day orders must be placed before Feb 5., Tax not included." Plaintiff made payment of \$120.00 to Groupon for three gift certificates. At no time did Plaintiff, "click,"

or was he asked to click, to accept any terms other than to pay for three gift certificates from Defendant for \$120 dollars. (Ex. B).

21. After making payment, the Plaintiff was e-mailed the certificates issued by the Defendant. However, despite the Plaintiff not agreeing to any terms other than to pay the requested sale price of \$40.00 per gift certificate, the Defendant breached its contract with Plaintiff and added post-contractual limitations on Plaintiff's gift certificates. Namely, a limitation on usage and a clearly illegal expiration date.

22. Plaintiff attempted to redeem his gift certificates for flowers. However, the company who was to create the flower arrangement, Grow Flowers, did not honor the certificate issued by the Defendant. The flower shop imposed new terms and conditions on the Plaintiff, including a \$20.00 delivery charge and limited the selection of flowers available to Groupon users.

23. Plaintiff was induced to use two of the gift certificates so that the gift certificates would not expire, in direct contravention of Illinois law. However, Plaintiff still has one unused gift certificate containing an illegal expiration date, subject to the post-contractual terms imposed on the Plaintiff—including the illegal expiration date.

Class Allegations

24. Plaintiff seeks certification of a class and subclass as defined below under Illinois Code of Civil Procedure 5/2-801.

- (a) **The Expiration Class:** All persons who contracted with Defendant at anytime from January 1, 2008, through the present for purchase of a gift certificate and purchased and received a gift certificate for non-food products that contained an expiration date of less than five years from the date of issue.
- (b) **The Unused Certificate Subclass:** All members of the Class who contracted with Defendant at anytime from January 1, 2008, through the present for purchase of a gift certificate and purchased and received a gift certificate for non-food products that contained an expiration date of less than five years

from the date of issue and have not yet redeemed the certificate for goods or services.

Excluded from the Class and Subclass are (i) any judge presiding over this action and members of their families; (ii) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former employees, officers and directors; (iii) persons who properly execute and file a timely request for exclusion from the Class; and (iv) the legal representatives, successors or assigns of any such excluded persons.

25. **Numerosity:** The exact number of Class members is unknown to Plaintiff at this time, but on information and belief, Defendant has contracted with thousands of Class members throughout the country, making joinder of each individual member impracticable. Ultimately, the Class and Subclass members will be easily identified through Defendant's records.

26. **Commonality and Predominance:** Common questions of law and fact exist as to all members of the Class and Subclass and predominate over any questions affecting only individual members.

These common questions include but are not limited to:

- (a) Whether Defendant sold gift certificates for non-food products to members of the Class and Subclass containing an expiration date earlier than 5 years after the date of issuance in direct violation of the ICFA;
- (b) Whether Defendant's practices violate the ICFA;
- (c) Whether the Defendant breached the contract of the terms of its sale of gift certificates by post-contractually imposing additional terms on consumers;
- (d) Whether the Defendant breached the terms of its sale of gift certificates when the providers of gift certificates, whom were without adequate

supervision by the issuer-Defendant despite Defendant's knowledge of alteration, altered the terms of the contract by offering reduced services for holders of Defendant's gift certificates;

- (e) Whether Defendant's practices violate the public policy of the State of Illinois;
- (f) Whether Defendant was unjustly enriched as a result of receiving payments from Plaintiff, the Class and Subclass; and
- (g) Whether Plaintiff, the Class, and Subclass are entitled to relief, and the nature of such relief.

27. **Typicality:** Plaintiff's claims are typical of the claims of the other members of the Class and Subclass. Plaintiff, the Class, and Subclass sustained damages as a result of Defendant's uniform wrongful conduct during transactions with Plaintiff, the Class, and Subclass.

28. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Class and Subclass, and has retained counsel competent and experienced in complex litigation and class actions. Plaintiff has no interests antagonistic to those of the Class or Subclass, and Defendant has no defenses unique to Plaintiff.

29. **Appropriateness:** This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy and joinder of all members of the Class and Subclass is impracticable. The damages suffered by the individual members of the Class and Subclass will likely be small relative to the burden and expense of individual prosecution of the complex litigation necessitated by Defendant's wrongful conduct. Thus, it would be virtually impossible for the

individual members of the Class and Subclass to obtain effective relief from Defendant's misconduct. Even if members of the Class and Subclass could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

30. **Policies Generally Applicable to the Class:** This class action is also appropriate for certification because Defendant has acted or refused to act on grounds generally applicable to the Class and Subclass, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and Subclass, and making final injunctive relief appropriate with respect to the Class and Subclass as a whole. Defendant's policies challenged herein apply and affect members of the Class and Subclass uniformly and Plaintiff's challenge of these policies hinges on Defendant's conduct with respect to the Class and Subclass as a whole, not on facts or law applicable only to Plaintiff.

31. Plaintiff reserves the right to revise the Class and Subclass definitions based upon information learned through discovery.

Amount in Controversy

32. Plaintiff makes no specific allegations that the amount in controversy (including requests for attorneys' fees, injunctive and other relief) exceeds any specific dollar amount, let alone \$5,000,000.

**Count I: Declaratory Relief Pursuant to 735 ILCS 5/2-701
(On behalf of Plaintiff, the Class, and Subclass)**

33. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

34. There exists an actual controversy between Plaintiff, the Class and Subclass on the one hand, and Defendant on the other, to the extent Defendant's Sales and Issuance of gift certificates are contrary to Illinois public policy.

35. As explained *infra*, Defendant's agreements with Plaintiff, the Class and Subclass violate the Illinois Consumer Fraud and Deceptive Business Practices Act by, *inter alia*, selling certificates for non-food products that have expiration dates of less than five years from the issue date.

36. Defendant's sales of gift certificates for non-food products with expiration dates of less than five years from the issue date to Plaintiff, the Class and Subclass are contrary to applicable Illinois law and are therefore void as against Illinois public policy.

37. Plaintiff, the Class and Subclass have tangible legal interests in the instant controversy, including but not limited to:

- (a) Their interest in recouping any fees paid to Defendant for the sale of certificates of non-food products by Defendant containing expiration dates of less than five years from the dates of issue;
- (b) Their interest in avoiding or rescinding their Agreements at any time prior to Defendant rendering full performance of the agreed upon sale of certificates for non-food products with expiration dates of less than five years from the date of issue;
- (c) Their interest in avoiding or rescinding their Agreements at any time prior to Defendant rendering full performance of the agreed upon sale of

certificates for non-food products that contain post-contractual terms imposed upon them; and

- (d) Their interest in obtaining injunctive relief so that Defendant does not in the future employ deceptive practices in its business dealings with consumers.

**Count II: Violations of the Illinois Consumer Fraud and Deceptive Business Practices Fraud Act
(On behalf of Plaintiff, the Class, and Subclass)**

38. Plaintiff incorporates the foregoing allegations as fully set forth herein.

39. The ICFA provides that Defendant may not employ “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact.” 815 ILCS 505/2.

40. Defendant illegally sold and collected monies from Plaintiff, the Class, and Subclass for certificates for non-food products, “on or after January 1, 2008,” “that is subject to an expiration date earlier than 5 years after the date of issuance.” 815 ILCS 505/2SS(b).

41. By including the prohibited expiration date in the gift certificates it sold, Defendant violated the ICFA by selling such gift certificates to Plaintiff, the Class, and Subclass.

42. Defendant intended that Plaintiff, Class, and Subclass rely on its deceptive practices in that their reliance induced them to purchase said gift certificates. Defendant’s deception occurred during the marketing and sale of its gift certificates in the course of trade and commerce. As a result of Defendant’s violations of the ICFA as described herein, Plaintiff, the Class, and Subclass have been harmed and suffered actual damages.

Count III: Breach of Contract
(On behalf of Plaintiff, the Class, and Subclass)

43. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

44. Plaintiffs and members of the Class and Subclass entered into agreements with Defendant whereby Defendant agreed to sell and Plaintiffs agreed to give the Defendant a fixed amount in exchange for a certain amount of non-food products. (Ex. B.)

45. Defendant expressly and/or impliedly agreed to provide Plaintiff, the Class, and Subclass a product without expiration date. At no time prior to or after purchase did Defendant require Plaintiff to “click” to signify acquiescence to an expiration date, illegal or otherwise. (Ex. B).

46. Defendant further expressly and/or impliedly agreed to carry out its obligations in good faith and fair dealing. Defendant breached its contractual obligations by providing Plaintiffs and the Class and Subclass with additional and illegal terms containing an expiration date on the gift certificates it issued and further limitations on the certificate that were not agreed to by the Plaintiff when the agreement was formed. (Ex. C).

47. Defendant further breached its contractual obligations, including its contractual obligation of good faith and fair dealing, by knowingly adding the illegal expiration dates despite knowledge that its post-contractual terms were in violation of Illinois law. (Ex. C).

48. Plaintiffs and the Class and Subclass have performed their obligations under the contracts. The aforementioned breaches of contract have proximately caused Plaintiffs, the Class, and Subclass economic injury and other damages.

**Count IV: Restitution/Unjust Enrichment
(On behalf of Plaintiff, the Class, and Subclass)**

49. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

50. Defendant has knowingly received and retained benefits from Plaintiff, the Class, and Subclass under circumstances that would render it unjust to allow Defendant to retain such benefits.

51. By requiring Plaintiff, the Class, and Subclass to pay upfront monies and then post-contractually adding additional terms, Defendant knowingly received and appreciated benefits at the expense and to the detriment of Plaintiff, the Class, and Subclass.

52. Defendant's receipt of monies from Plaintiff, the Class, and Subclass, allowed it to utilize those monies for its own purposes, without expending resources to perform its obligations under the contract.

53. Defendant appreciates or has knowledge of that benefit.

54. Under principles of equity and good conscience, Defendant should not be permitted to retain the monies belonging to Plaintiff, the Class, and Subclass that they were paid in the form of payment for gift certificates and that Defendant unjustly received as a result of its misconduct alleged herein.

Prayer for Relief

WHEREFORE, Plaintiff Daniel Keeler, on his own behalf and on behalf of the Class and Subclass, prays that the Court enter an order and judgment in his favor and against Defendant as follows:

- (a) Certifying this case as a class action, designating Plaintiff as Class Representative and his attorneys as Class Counsel;

- (b) Declaring Defendant's Agreements for sale of certificates with Plaintiff, the Class and Subclass void and granting such injunctive release that is necessary to protect the Plaintiff, Class, and Subclass;
- (c) Awarding actual damages to Plaintiff, the Class, and Subclass under 815 ILCS 505/2SS(b) for Counts II and III, in an amount to be proven at trial;
- (d) Granting equitable and injunctive relief to Plaintiff, the Class, and Subclass for Count IV, including restitution, disgorgement, and an accounting of all revenue gained by Defendant through its unlawful conduct alleged herein;
- (e) Awarding Plaintiff, the Class, and Subclass reasonable costs and attorneys' fees;
- (f) Awarding Plaintiff, the Class, and Subclass pre- and post-judgment interest; and
- (g) Granting such other and further relief as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff requests trial by jury of all matters that can be so tried.

Dated: 3-2-10

DANIEL KEELER, individually
and on behalf of all others similarly
situated,

By: 

One of Mr. Keeler's attorneys

Jay Edelson
William C. Gray
EDELSON MCGUIRE, LLC
350 North LaSalle Street, Suite 1300
Chicago, Illinois 60654
Telephone: 312/589-6370
Firm ID: 44146

Exhibit

A

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Email Me Chicago's Daily Deal

Or Follow Us Elsewhere

Daily Deals on the Best in

Chicago

Total dollars saved

\$98,788,671

Total Groupons bought

2,101,434

Oh no... You're too late for this Groupon!

Sign up for our daily email so you never miss another Groupon!

\$40 for \$80 Worth of Flower Design and Delivery from Grow Flower Shop

\$40	No Longer Available		
	Value	Discount	You Save
	\$80	50%	\$40

355 bought

The deal is on!

Tipped at 10:09AM with 150 bought

The Fine Print

- Expires 07/20/2010
- Valentine's Day orders must be placed before Feb 5. Tax not included.
- [Read the Deal FAQ](#) for the basics.

Highlights

- Stunning designs
- Friendly service
- Pick-up or delivery
- Great for Valentines

Jump to: [Reviews](#) | [Is That All You've Got, You Pansy?](#)

Love means having someone who will split your cable bill and co-sign on loans. Express your strictly utilitarian approval of that special someone with today's Groupon to [Grow Flower Shop](#). For \$40, you'll get \$80 toward an artful flower arrangement and delivery. Grow delivers throughout the Chicagoland area, and local delivery begins at \$12. If you want to hand-deliver your profession of flora, you can pick up your arrangement at Grow's shop in NBC Tower. To get your flowers for Valentine's Day, place your order by February 5.

The friendly floral artists at Grow are happy to help you find a design and size that incorporates your favorite flowers within your budget. Peruse some of Grow's [\\$50 to \\$75](#) arrangements, in which verdant leaves become intricate living origami, hydrangeas fill the room with their delicate aroma, orange roses climb the walls, and sunflowers tower over a cloud of baby's breath. Arrangements from [\\$75 to \\$100](#) build an elegant curve of roses juxtaposed against the ordered chaos of woody vines. Grow's artistry celebrates the natural beauty of fresh flowers through stunning combinations, shapes, and even the manipulation of bamboo into curlicues.

Grow Flower Shop is a family-owned business. Sisters and co-owners Maureen and Peggy bring years of marketing, sales, and design experience to Grow, making customer service and stunning, original floral art the centerpiece of their business model. They'll happily tune their innovative arrangements to the same frequency as the message you'd like to send, or complement your chosen menu with a vibrant focal point for your dinner-party table.

Reviews

Though there are few online reviews, here are a few customer testimonials that Grow sent to us:

- Premium flowers, artful design, a creative approach, coupled with enthusiasm and a friendly smile are what I expect from my flower purveyor, and that's exactly what I receive from Grow Flower Shop! – Jeff Russell, University of Chicago
- It's always a pleasure working with Grow Flower Shop for your talented and dependable services! – Allison Parker, Wolfgang Puck Catering

Is That All You've Got, You Pansy?

Grow Flower Shop is doing much better than its cruel competitors at the Grow, Flower! Grow! What Is Wrong With You?! Shop. Most experts agree that plants flourish in the presence of stimuli, and especially like being talked to, but Grow, Flower! Grow! might be taking it too far, resorting to vulgar personal insults and unusual threats. An extreme sect of these florists (known as "florturers") don black hoods with narrow eye slits and set the budding flowers before motion-detecting blowtorches that incinerate blossoms growing slower than 1 millimeter per hour. In response to these stimuli, the flowers do grow quickly, but are often short-lived, brittle to the touch, and upon closer inspection appear to be shivering.

The Company

- Grow Flower Shop
- www.growflowershop.com
 - NBC Tower
 - 455 N Cityfront Plaza Dr
 - Chicago, Illinois 60611
 - [Map it!](#)

- **Today's Side Deal**

\$40 for VIP Ticket to Disney On Ice's "Let's Celebrate!"

- **Urban Daddy - Chicago**

UrbanDaddy exists to bring you the best of the best every day. We know there's a lot of noise out there when it comes to exploring your city - poor recommendations, shills, promoters, liars, enemies... Our goal is to be the kind of friend who knows everyone - the maitre d's at all the right **restaurants**, the bouncers at all the right **clubs**, the addresses of all the great **parties** and the **deals at all the right shops**. Once a day, UD sends you a short breaking alert on the latest greatness in your city - underground opium dens turned cocktail lounges, ten-handed massages and exclusive access to **private sales** and **special bonuses**. That and other ways to succeed in your city without really trying. And it's all **100% free**... [Sign up now](#)

- **Give the Gift of Groupon!**

Available to print or email.

- **Get Your Business On Groupon!**

[Learn More](#) about how Groupon can help bring tons of customers to your door

Groupon Presents

Chicago

redeyechicago Had the pleasure of meeting the @heartyboys today. Great guys. Definitely a worthy #followfriday

gapersblock A/C: Still In Love with Hip-Hop <http://bit.ly/btYhnR>

Blagica 2nd ward residents, BIG meeting on March 2 , 6 pm , 401 s. state street, about the upcoming 3 year road construction hitting the south loop

DanielHonigman Reading: Facebook Secures Patent for News Feed (via @Mashable) <http://post.ly/PjQ5>

4 minutes ago

Chicago Chicago Chicago

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Email Me Chicago's Daily Deal

Or Follow Us Elsewhere

Daily Deals on the Best in

Chicago

Total dollars saved

\$100,007,369

Total Groupons bought

2,134,143

Your Purchase

Description	Quantity	Price	Total
\$80 Groupon to Naha Restaurant	<input type="text" value="1"/>	X \$ 40	\$ 40
Give this Groupon as a gift	total	=	

Payment

Your credit card will be charged and your groupon will be ready within 24hrs

Pay With Existing Card **Card Number**

American Express **** [Edit Card](#)

American Express **** [Edit Card](#)

[Add new card >>](#)

[Never Mind](#)

Have a gift card?

[Click to Redeem](#)

[Payment FAQ](#)

What happens after I buy?

Within a few minutes you'll receive an email receipt confirming that your card has been charged. Your receipt will describe how to print your Groupon, and your Groupon will include everything you need to know to redeem it. If the deal hasn't tipped yet, your receipt will arrive when it does. If the deal doesn't tip before time runs out, your card isn't charged and nobody gets the deal.

What if I buy as a gift?

When you buy a Groupon as a gift and choose to email it, an email will be sent to the recipient as soon as your card is charged, with all the instructions they need to claim their gift with a single click. If you chose to print your gift, you'll be able to do that on 'My Gifts' once your card has been charged.

Can I change or cancel my purchase?

Yes, you can modify your purchase up until the deal closes, as long as you haven't printed your Groupons - once you print, you can no longer change your purchase. You'll see all your purchases on 'My Groupons', with a link to 'Change my purchase' where appropriate.

Is this safe?

Extremely. Your credit card number is transmitted by SSL directly to a secure electronic

vault, and the little 'padlock' icon on your browser confirms this. At no time is your credit card information stored on our servers.

Nothing is more important to us than treating our customers well. If you ever feel like Groupon let you down, give us a call and we'll return your purchase - simple as that.

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- Learn More
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 - [Press](#)
- Fun Stuff
 - [Suggest a Business](#)
 - [Groupon Schwag](#)
 - [Developers / API](#)
 - [Affiliate Program](#)
- Follow Us
 - [Twitter](#)
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-

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Exhibit

C

GROUPON

groupon.com

1035731-3

\$80 Groupon to Grow Flower Shop

Recipients:
Daniel Keeler

Expires On:
Jul 20, 2010

Fine Print:
Valentine's Day orders must be placed before
Feb 5. Tax not included.

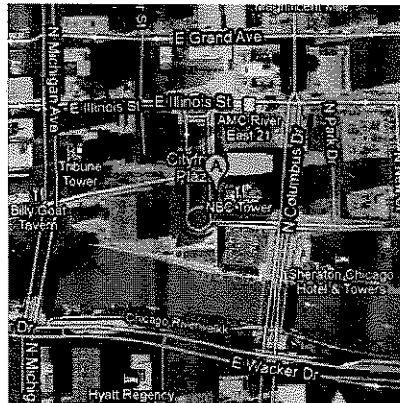
Redeem at:
NBC Tower
455 N Cityfront Plaza Dr
Chicago, Illinois 60611



How to use this:

1. Print Groupon.
2. Call (312) 396-1234 to place order, mention Groupon.
3. Enjoy!

Map:



Groupon Support: (877) 788-7858 Monday-Friday 9am-5pm CST

Email Groupon: support@groupon.com



Send Us Your Pictures!

Want to win \$100? Email creative pictures (or videos!) of you redeeming your Groupon to pictures@groupon.com. Each month we'll award \$100 in Groupon credit for our favorite photo! Keep in mind, by submitting a photo, you are giving us permission to use it on our Flickr stream, in our promotions, or on our website.

Legal Stuff We Have To Say:

Discount Voucher Expires On: Jul 20, 2010 Partial Redemptions: If you redeem the Groupon for less than the total face value, you will not be entitled to receive any credit or cash for the difference between the face value and the amount you redeemed, unless otherwise required by law. You will only be entitled to a redemption value equal to the amount you paid for the Groupon less the amount actually redeemed. Redemption Value: If not redeemed by the discount voucher expiration date, this Groupon will continue to have a redemption value equal to the amount you paid (\$40) at the named merchant for the period specified by applicable law. The redemption value will be reduced by the amount of purchases made. This Groupon can only be used for making purchases at the named merchant. It cannot be redeemed for cash or applied as payment to any account unless required by law. Neither Groupon nor the named merchant shall be responsible for Groupons that are lost or damaged.