

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

**BARRIE ARLISS, individually and on
behalf of all others similarly situated,**

Plaintiff,

v.

**GROUPON, INC., a Delaware
Corporation, d/b/a Groupon,**

Defendant.

No.

**NOTICE OF REMOVAL OF ACTION
BY DEFENDANT Groupon, Inc. TO
UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF
WASHINGTON PURSUANT TO 28
U.S.C. § 1332**

**TO: THE CLERK OF THE COURT OF THE UNITED STATES DISTRICT
COURT FOR THE WESTERN DISTRICT OF WASHINGTON**

AND TO: PLAINTIFF THROUGH HER COUNSEL OF RECORD

20 PLEASE TAKE NOTICE that, for the reasons set forth below, defendant Groupon,
21 Inc. (“Defendant,” or “Groupon”), through its undersigned counsel, hereby removes the above-
22 captioned action from the Superior Court of the State of Washington in and for King County to
23 the United States District Court for the Western District of Washington. This Notice of
24 Removal is filed pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453 and Western District
25 of Washington Civil Rule 101. In support of its removal of this action, Defendant states as
26 follows:

NOTICE OF REMOVAL - 1

DLA Piper LLP (US)
701 Fifth Avenue, Suite 7000
Seattle, WA 98104-7044 Tel: 206.839.4800

1 **I. JURISDICTION**

2 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d), as
3 amended by the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (2005)
4 (“CAFA”). This is a putative class action in which (a) there are 100 or more members of
5 Plaintiff’s proposed class; (b) at least one member of the proposed class is a citizen of a state
6 other than that of a defendant; and (c) the amount in controversy exceeds the sum or value of
7 \$5,000,000 in aggregate. Removal to this Court is therefore proper under 28 U.S.C. §§ 1332,
8 1441, 1446, and 1453.

9 **II. BACKGROUND**

10 2. On or about March 23, 2011, plaintiff Barrie Arliss (“Plaintiff”) filed this action
11 in the Superior Court of the State of Washington in and for King County,
12 Case No. 11-2-10524-5 SEA, entitled *BARRIE ARLISS, individually and on behalf of all others*
13 *similarly situated versus Groupon, INC., a Delaware Corporation, d/b/a Groupon* (the
14 “Action”). Pursuant to 28 U.S.C. § 1446(a) and Local Rule 101(b), and the conjoined
15 verification of Stellman Keehnle, true and correct copies of all process, pleadings, and orders
16 served upon Defendant in the Action are attached to this Notice as Exhibit A. There have been
17 no other proceedings in this Action.

18 3. On or about March 24, 2011, Plaintiff served Groupon with a copy of the
19 Summons and Complaint. This notice of removal is therefore timely in accordance with 28
20 U.S.C. § 1446(b).

21 4. This Notice of Removal is filed in the United States District Court for the
22 Western District of Washington, which is the district in which Plaintiff filed the Complaint in
23 this Action. 28 U.S.C. §§ 1441(a), 1446(a).

24 **III. REMOVAL IS PROPER PURSUANT TO CAFA**

25 5. This Action is a putative class action brought by Plaintiff purporting to state
26 claims against Groupon for declaratory relief, violations of Washington’s gift certificate statute,

1 RCW 19.240.020, the Washington Consumer Protection Act (“CPA”), RCW 19.86.010 *et seq.*,
2 and for restitution/unjust enrichment.

3 6. This Action meets the applicable definition of a class action under CAFA, which
4 is: “any civil action filed under Rule 23 of the Federal Rules of Civil Procedure or similar State
5 statute or rule of judicial procedure.” 28 U.S.C. § 1332(d)(1)(B). The Complaint filed in the
6 Action states that “Plaintiff brings this action on behalf of herself and a Class and Subclasses of
7 individuals seeking injunctive relief, damages, and reasonable costs and attorneys’ fees for
8 Defendant’s violations.” (Compl. § I, ¶ 7; *see id.* § IX.)

9 7. Plaintiff claims Groupon sells gift certificates that contain expiration dates to
10 consumers in violation of Washington’s gift certificate law and the CPA, and that Groupon has
11 been unjustly enriched and Plaintiff is entitled to restitution. (*Id.* § I, ¶¶ 1-7.) Based on
12 Plaintiff’s claims, she seeks an order for declaratory and injunctive relief, requiring an
13 accounting and disgorgement of all revenue gained by Groupon through the sale of its vouchers
14 to Washington consumers, restitution, actual and liquidated damages, reasonable costs and
15 attorneys’ fees, and pre-and post-judgment interest. (*Id.* § I, ¶ 7; *see id.* § IX, Prayer for Relief.)

16 8. As set forth below, this action satisfies each of the requirements of § 1332(d),
17 vesting this Court with jurisdiction under CAFA.

18 A. **The Proposed Class Consists of 100 or More Members**

19 9. CAFA applies when the number of members of all proposed classes in the
20 aggregate is 100 or greater. *See* 28 U.S.C. § 1332(d)(5)(B).

21 10. Plaintiff alleges that the “exact number of Class members is unknown” but that
22 “Defendant has contracted with *thousands* of Class members throughout the State of
23 Washington.” (Compl. § VI, ¶ 2 (emphasis added).) Accordingly, Plaintiff’s proposed class
24 exceeds 100 members and far exceeds the minimum class member requirement under CAFA.

25 ////

26

1 **B. Minimal Diversity Required by CAFA Exists**

2 11. The requisite diversity of citizenship under CAFA is satisfied when “*any*
3 member of a class of plaintiffs is a citizen of a State different from *any* defendant.” 28 U.S.C.
4 § 1332(d)(2)(A) (emphasis added).

5 12. Plaintiff, according to her complaint, is a resident of Washington. (Compl. § III,
6 ¶ 1.) Accordingly, Plaintiff is domiciled in, and therefore a citizen of, Washington. Groupon is
7 a Delaware corporation with its principal place of business in Chicago, Illinois. (*See id.* § III, ¶
8 2 (stating that Groupon is “headquartered at 600 west Chicago Avenue, Suite 620, Chicago,
9 IL.”).) Thus, Groupon is a citizen of Delaware and Illinois. 28 U.S.C. § 1332(c)(1); *see Hertz*
10 *Corp. v. Friend*, -- U.S. --, 130 S. Ct. 1181, 1185-86 (2010) (“‘principal place of business’
11 refers to the place where the corporation’s high level officers direct, control, and coordinate the
12 corporation’s activities. . . . We believe [this] will typically be found at a corporation’s
13 headquarters.”).

14 13. Therefore, the diversity requirements for removal to federal court under CAFA
15 are satisfied with regard to Plaintiff’s putative class because Plaintiff resides in and is a citizen
16 of a state (Washington) different than the states of which Groupon is a citizen (Delaware and
17 Illinois).

18 **C. The Amount in Controversy Requirement is Satisfied**

19 14. Under CAFA, the claims of the individual class members are aggregated to
20 determine whether the amount in controversy exceeds the required “sum or value of
21 \$5,000,000, exclusive of interest and costs.” 28 U.S.C. §§ 1332(d)(2), (d)(6).

22 15. Although “the plaintiff is ‘master of her complaint’ and can plead to avoid
23 federal jurisdiction” (*Lowdermilk v. U.S. Bank. Nat'l Ass'n*, 479 F.3d 994, 998 (9th Cir. 2007)),
24 here Plaintiff admits that there are “thousands” of putative class members, but attempts to avoid
25 removal under CAFA by “mak[ing] no specific allegations that the amount in controversy ...
26 exceeds any specific dollar amount, let alone \$5,000,000.” (Compl. § VII.) Where, as here, a

1 plaintiff does not plead a specific amount of damages, a removing defendant must “prove by a
2 preponderance of the evidence” that the jurisdictional minimum amount in controversy has
3 been met. *Lowdermilk*, 479 F.3d at 998 (quoting *Abrego Abrego v. The Dow Chemical Co.*,
4 443 F.3d 676, 683 (9th Cir. 2006)). The preponderance of the evidence standard means the
5 “defendant must provide evidence establishing that it is ‘more likely than not’ that the amount
6 in controversy exceeds that amount.” *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404
7 (9th Cir. 1996). Courts recognize that under this standard, a removing defendant is not
8 obligated to “research, state, and prove the plaintiff’s claims for damages.” *McCraw v. Lyons*,
9 863 F.Supp. 430, 434 (W.D. Ky. 1994).

10 16. Without conceding the merit of any of the allegations of the Complaint,
11 Defendant has shown with a preponderance of the evidence that the aggregate amount in
12 controversy in this Action clearly exceeds \$5,000,000, exclusive of interest and costs. Plaintiff
13 alleges that Groupons “invariably” contain an allegedly unlawful expiration date (Compl. § II,
14 ¶ 3), and that they “are therefore void under RCW 19.240.110.” (*Id.* § VIII, Count I, ¶ 4.)
15 Plaintiff similarly alleges that Groupon “should not be permitted to retain the monies belonging
16 to Plaintiff, the Class, and Subclasses that they were paid in the form of payment for gift
17 certificates.” (*Id.* § VIII, Count IV, ¶ 3.) Accordingly, the allegations of Plaintiff’s Complaint
18 establish that Plaintiff seeks to recover, at a minimum, the full face-value of all Groupons¹ sold
19 in Washington. (*See also id.* § IX, Prayer for Relief.) The total face value of all Groupons sold
20 in Washington from August 3, 2009, when Groupon first began selling vouchers in
21 Washington, to March 22, 2011 significantly exceeds \$10 million. (Del Preto Decl. ¶ 4.) Thus,
22 the \$5,000,000 minimum amount in controversy requirement is easily met.

23

24

25 1 Groupon sells promotional vouchers, also called “Groupons,” that holders can use to purchase goods or services
26 at designated stores or service providers, with whom Groupon has contracted to make promotional offers in the
State of Washington. (Declaration of Joseph Del Preto in Support of Notice of Removal of Action by Groupon,
Inc. to the United States District Court for the Western District of Washington Under 28 U.S.C. § 1332 (“Del Preto
Decl.”) ¶ 2.)

IV. CONCLUSION

17. For the reasons stated, federal diversity jurisdiction exists pursuant to the Class Action Fairness Act of 2005 and 28 U.S.C. § 1453. Accordingly, this Action is removable to this honorable Court.

18. Nothing in this Notice of Removal is intended or should be construed as an admission of the merits of any of Plaintiff's claims or as a waiver by Groupon of any of its defenses to the Complaint.

19. A copy of this Notice of Removal is being served on Plaintiff through counsel, and is being filed with the clerk of the King County Superior Court. See 28 U.S.C. § 1446(d).

Wherefore, pursuant to 28 U.S.C. §§ 1441, 1446, 1453, and 1332, and Western District Local Rule 101, Groupon hereby removes this lawsuit from the Superior Court for the State of Washington in and for King County to the United States District Court for the Western District of Washington.

Dated this 25th day of April, 2011.

Respectfully submitted,

s/ Stellman Keehnel

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**Attorneys for Defendant
Groupon, Inc.**

VERIFICATION

Pursuant to Western District of Washington Local Rule 101(b), the undersigned counsel for Defendant hereby verifies that the pleadings and other documents attached hereto as Exhibit A are true and complete copies of the pleadings and documents in the state court proceeding.

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

EXECUTED at Seattle, Washington this 25th day of April, 2011.

s/ Stellman Keehnel
Stellman Keehnel, WSBA No. 9309

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was served on the 25th day of April, 2011, on counsel of record for plaintiff as stated below in the manner indicated:

Via Hand Delivery:

**Christopher Carney
Carney Gillespie Isitt PLLP
100 W. Harrison St., Suite N440
Seattle, WA 98119**

Jay Carlson
Carlson Legal
100 W. Harrison St., Suite N440
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**Shaun Van Eyk
Van Eyk & Moore, PLLC
100 W. Harrison St., Suite N440
Seattle, WA 98119**

Attorneys for Plaintiff

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

Dated at Seattle, Washington this 25th day of April, 2011.

Patsy Howson
Patsy Howson

EXHIBIT A

BARRIE ARLISS, individually and on behalf |

COUNTY OF KING

**BARRIE ARLISS, individually and on behalf
of all others similarly situated,**

No.

Plaintiff,

VS.

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

Class Action Complaint

Defendant

CLASS ACTION COMPLAINT

Plaintiff Barrie Arliss (“Plaintiff”), for her Class Action Complaint, alleges as follows upon personal knowledge as to herself and her own acts and experiences and, as to all other matters, upon information and belief based upon, *inter alia*, investigation conducted by her attorneys:

I. Introduction

1. Plaintiff's claims herein are based upon Defendant Groupon, Inc.'s (d/b/a Groupon) ("Defendant") illegal practices related to its business selling online gift certificates.

2. Defendant is a company that sells gift certificates to consumers, as defined by RCW 19.240.010(4), (5). Defendant refers to its gift certificates as “Groupons.” Defendant sells these

1 gift certificates online throughout the State of Washington, and targets specific cities in the State for
2 the sale of certificates.

3 3. Defendant violates Washington law by inducing consumers to buy gift certificates
4 intended for use in the State of Washington, while knowing that its certificates contain expiration
5 dates, which are forbidden under RCW 19.240.020. In fact, Defendant prints the illegal expiration
6 dates in bold print on the face of its certificates. Defendant imposes other illegal restrictions on the
7 use of its certificates as well. For example, Defendant states: “**Must use gift certificate in one**
8 **visit**” or similar language in bold print on the face of its certificates. Defendant also states: “Not
9 valid for cash back (unless required by law)” on the face of its certificates. These limitations are
10 also clearly forbidden under RCW 19.240.020.
11

12 4. Defendant’s deceptive business practices violate the Washington Consumer Protection
13 Act (RCW 19.86 *et seq.*) (“CPA”) by unlawfully printing expiration dates and other limitations on
14 the face of the certificates that its customers have purchased, and by falsely informing customers
15 that they are not entitled to retain surplus value or use the certificates in multiple transactions.
16 Customers are never informed that these restrictions are in direct violation of Washington law. On
17 information and belief, many customers choose to forego using their “Groupons” when the
18 “Groupon” shows on its face that it has already expired. On information and belief, many
19 customers forego asking for a refund of any unused value of their “Groupon,” based upon the
20 bolded statement on the “Groupon”: “**Must use gift certificate in one visit.**” On information and belief,
21 many customers forgo asking for a refund of any unused value of their “Groupon,” based on
22 the statement on the “Groupon”: “not valid for cash back (unless required by applicable law).” The
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result of these unfair and deceptive practices is that consumers are often deceived out of redeeming their certificates, or deceived to believe that they must redeem them at a reduced rate.

5. During the process of purchasing a “Groupon,” Defendant does not disclose all of these stated restrictions to consumers. These stated restrictions in some cases contradict statements within Defendant’s “terms of use” that a consumer is required to “acknowledge,” but not actually review, before purchasing a “Groupon.” This is a misleading marketing practice that violates RCW 19.86 *et seq.*

6. On information and belief, Defendant engages in these unfair and deceptive practices in an effort to maximize the number of customers who either never redeem their “Groupon” because of the perceived expiration date (therefore losing the entire value of the “Groupon”), and to maximize the number of customers who never redeem their “Groupon” for its full value. It is well known in the gift certificate industry that a significant source of the benefit for a business selling gift certificates is that a substantial number of customer never redeem them. Defendant is seeking to maximize this “margin” in the gift certificate business by misleadingly encouraging consumers to never redeem their gift certificates, or to redeem them for less than the full value to which they are entitled under law.

7. Plaintiff brings this action on behalf of herself and a Class and Subclasses of individuals seeking injunctive relief, damages, and reasonable costs and attorneys' fees for Defendant's violations of the CPA, breach of contract, unjust enrichment, and such other and further relief as the Court deems equitable and just.

II. Facts of the Claim

1. Defendant offers its services to consumers throughout the State of Washington.

2. Defendant 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.

3. The consumer agrees to purchase the certificate for a specified price. The certificate is then issued to the consumer, invariably containing an unlawful expiration date and the restriction that the entire value of the certificate must be used in one transaction.

4. The unlawful expiration dates and redemption conditions Defendant imposes on its consumers resulting in unjust gains for Defendant to the detriment of the consumer. Furthermore, on information and belief, Defendant has knowledge of the illegality of their actions, through, *inter alia*, its customer service interactions, which reveal complaints about Defendant's inclusion of illegal expiration dates.

III. Parties

1. **Plaintiff Barrie Arliss:** Plaintiff is a resident of Seattle, Washington. Plaintiff purchased gift certificates from Defendant in 2010 and 2011.

2. Defendant Groupon, Inc. d/b/a Groupon: Defendant is an internet seller of gift certificates. Defendant is a Delaware corporation registered at 1209 Orange Street, Wilmington, Delaware 19801. Defendant does business throughout the State of Washington and the nation and is headquartered at 600 West Chicago Avenue, Suite 620, Chicago, IL 60654.

IV. Jurisdiction and Venue

1. The Court has jurisdiction over the claims pursuant to RCW 4.12.020.
2. Venue is proper in this Court pursuant to RCW 4.12.020.

V. Facts Regarding Plaintiff

1. **Plaintiff Barrie Arliss:** Plaintiff is a resident of Seattle, Washington. Plaintiff purchased “Groupons” from Defendant on May 8, 2010, July 9, 2010, August 20, 2010, and September 19, 2010. In clear violation of Washington State law, the gift certificates have expiration dates of one year or less and other terms that violate Washington State as described in this Complaint.

VI. Class Allegations

1. Plaintiff seeks certification of a class and subclasses as defined below.

(a) **The Expiration Class:** All citizens of the State of Washington who at any time for three years from the date of this action purchased a “Groupon” in the State of Washington and were deceived into the belief that the certificate validly expired before use.

(b) **The Unused Certificate Subclass:** All members of the Class who, for three years from the date of this action purchased a gift certificate that contained an expiration date and have not yet redeemed the certificate for goods or services.

(c) **The Surplus Value Subclass:** All members of the class who, for three years from the date of this action purchased a gift certificate and were unlawfully required to either surrender surplus value after their purchase using the certificate or who were induced to accept goods and/or services they did not want in order to exhaust the full value of the certificate, thereby depriving them of the full face value of the certificate.

Excluded from the Class and Subclasses 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

CARNEY

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1 current or former employees, officers and directors; (iii) persons who properly execute and file a
2 timely request for exclusion from the Class; and (iv) the legal representatives, successors or assigns
3 of any such excluded persons.

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

8 3. **Commonality and Predominance:** Common questions of law and fact exist as to all
9 members of the Class and Subclasses and predominate over any questions affecting only individual
10 members.

11 These common questions include but are not limited to:

- 12 (a) Whether Defendant sold gift certificates to members of the Class and Subclasses
13 containing an expiration date and other restrictions in violation of Washington law;
- 14 (b) Whether Defendant's practices violate the CPA;
- 15 (c) Whether Defendant's practices violate the public policy of the State of
16 Washington;
- 17 (d) Whether Defendant was unjustly enriched as a result of receiving payments from
18 Plaintiffs, the Class and Subclasses; and
- 19 (e) Whether Plaintiff, the Class, and Subclasses are entitled to relief, and the nature
20 of such relief.



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

4 5. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the
5 interests of the Class and Subclasses, and has retained counsel competent to litigate this action.
6 Plaintiff has no interests antagonistic to those of the Class or Subclasses, and Defendant has no
7 defenses unique to Plaintiff.

8 6. **Appropriateness:** This class action is appropriate for certification because class
9 proceedings are superior to all other available methods for the fair and efficient adjudication of this
10 controversy and joinder of all members of the Class and Subclasses is impracticable. The damages
11 suffered by the individual members of the Class and Subclasses will likely be small relative to the
12 burden and expense of individual prosecution of the complex litigation necessitated by Defendant's
13 wrongful conduct. Thus, it would be virtually impossible for the individual members of the Class
14 and Subclasses to obtain effective relief from Defendant's misconduct. Even if members of the
15 Class and Subclasses could sustain such individual litigation, it would not be preferable to a class
16 action because individual litigation would increase the delay and expense to all parties due to the
17 complex legal and factual controversies presented in this Complaint. By contrast, a class action
18 presents far fewer management difficulties and provides the benefits of single adjudication,
19 economy of scale, and comprehensive supervision by a single court. Economies of time, effort, and
20 expense will be fostered and uniformity of decisions will be ensured.

21 7. **Policies Generally Applicable to the Class:** This class action is also appropriate for
22 certification because Defendant has acted or refused to act on grounds generally applicable to the
23



1 Class and Subclasses, thereby requiring the Court's imposition of uniform relief to ensure
2 compatible standards of conduct toward the members of the Class and Subclasses, and making final
3 injunctive relief appropriate with respect to the Class and Subclasses as a whole. Defendant's
4 policies challenged herein apply and affect members of the Class and Subclasses uniformly and
5 Plaintiff's challenge of these policies hinges on Defendant's conduct with respect to the Class and
6 Subclasses as a whole, not on facts or law applicable only to Plaintiff.
7

8 8. Plaintiff reserves the right to revise the Class and Subclasses definitions based upon
9 information learned through discovery.
10

11 **VII. Amount in Controversy**

12 Plaintiff makes no specific allegations that the amount in controversy (including requests for
13 attorneys' fees, injunctive and other relief) exceeds any specific dollar amount, let alone
14 \$5,000,000.
15

16 **VIII. Claims**

17 **Count 1: Declaratory Relief pursuant to RCW 7.24 *et seq.***

18 **(On behalf of Plaintiff, the Class, and Subclasses)**

- 19 1. Plaintiff incorporates the foregoing allegations as if fully set forth herein.
20 2. There exists an actual controversy between Plaintiff, the Class and Subclasses on the one
21 hand, and Defendant on the other, to the extent Defendant's Sales and Issuance of gift certificates
22 are contrary to Washington law and public policy.
23 3. As explained *infra*, Defendant's agreements with Plaintiff, the Class and Subclasses
24 violate the Washington Consumer Protection Act by, *inter alia*, selling gift certificates that purport
25 to have expiration dates and unlawfully restricting redemption to a single transaction.
26



1 4. Defendant's sales of gift certificates with expiration dates and redemption restrictions to
2 Plaintiff, the Class and Subclasses are contrary to applicable Washington law and are therefore void
3 under RCW 19.240.110.

4 5. Plaintiff, the Class and Subclasses have tangible legal interests in the instant
5 controversy, including but not limited to:

- 6 (a) Their interest in receiving full value of the certificates they purchased from
7 Defendant without regard to unlawful expiration dates and single-transaction redemption
8 restrictions; and
9
10 (b) Their interest in obtaining injunctive relief so that Defendant does not in the
11 future employ deceptive practices in its business dealings with consumers.

12 6. Plaintiff, the Class and Subclasses seek injunctive relief prohibiting Defendant from
13 refusing to honor certificates in accordance in Washington, and to prevent Defendant from
14 continuing its unlawful, unfair and deceptive business practices as described in this Complaint.

15 **Count II: Violation of the Washington Consumer Protection Act**

16 **(On behalf of Plaintiff, the Class, and Subclasses)**

17 1. Plaintiff incorporates the foregoing allegations as fully set forth herein.
18
19 2. The CPA provides that “[u]nfair methods of competition and unfair or deceptive acts or
20 practices in the conduct of any trade or commerce are hereby declared unlawful.” RCW 19.86.020.
21
22 3. Defendant engages in numerous unfair or deceptive practices in violation of the
23 Consumer Protection Act, including but not limited to: (1) marketing and selling “Groupons” that
24 are subject to purported expiration dates which violate state law, (2) marketing and selling
25 “Groupons” with purported explicit restrictions on the “Groupon,” such as those stating: “**Must use**
26
27 **C A R N E Y G I L L E S P I E I S I T T**
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1 gift certificate in one visit" and "not valid for cash back (unless required by applicable law),"
2 which restrictions violate state law, (3) marketing and selling "Groupons" with terms on the face of
3 the "Groupon" that contradict terms contained in Groupon's own terms of use, thereby misleadingly
4 obfuscating the contents and meaning of the terms of use.
5

6 4. The result of these unfair and deceptive practices is that members of the Class and
7 Subclasses have been deprived of the full value of the certificate to which they are legally entitled
8 under Washington law, and have either discarded certificates that they were deceived into believing
9 had "expired," or have been deceived into either giving up some portion of the value of the
10 certificate or accepting delivery of goods and/or services that they did not want for the sole purpose
11 of receiving some approximation of full value of the certificate. Defendant's unfair and deceptive
12 business practices have therefore caused economic harm to Plaintiff, the Class, and the Subclasses.
13
14

15 **Count III: Violation of the RCW 19.240.020: Expiration, Surplus Value**

16 **(On behalf of Plaintiff, the Class, and Subclasses)**

17 1. Plaintiff incorporates the foregoing allegations as fully set forth herein.

18 2. RCW 19.240.020 prohibits the sale or issuance of a gift certificate containing an
19 expiration date. It also requires that when a purchase is made with a gift certificate for an amount
20 that is less than the value of the gift certificate, the issuer must make the remaining value available
21 to the bearer in cash or as a gift certificate at the option of the issuer.
22
23

24 3. Defendant sold gift certificates to Plaintiff, the Class, and Subclasses that are
25 represented by Defendant to have expiration dates, which is unlawful under Washington law (RCW
26 19.240.020(1)(a)). Similarly, the face of the certificates indicates that the consumer must use the
27 full value of the certificate during a single transaction and that no residual value will be returned to
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1 the consumer. This violates RCW 19.240.020(3).

2 4. The result of these unfair and deceptive practices is that members of the Class and
3 Subclasses have been deprived of the full value of the certificate to which they are legally entitled
4 under Washington law, and have either discarded certificates that they were deceived into believing
5 had “expired,” or have been deceived into either giving up some portion of the value of the
6 certificate or accepting delivery of goods and/or services that they did not want for the sole purpose
7 of receiving some approximation of full value of the certificate. Defendant’s unfair and deceptive
8 business practices have therefore caused economic harm to Plaintiffs, the Class, and the Subclasses.

9

10 **Count IV: Restitution/Unjust Enrichment**

11

12 **(On behalf of Plaintiff, the Class, and Subclasses)**

- 13
- 14 1. Plaintiff incorporates the foregoing allegations as if fully set forth herein.
- 15 2. Defendant has knowingly received and retained benefits from Plaintiff, the Class, and
16 Subclasses under circumstances that would render it unjust to allow Defendant to retain such
17 benefits.
- 18
- 19 3. Under principles of equity and good conscience, Defendant should not be permitted to
20 retain the monies belonging to Plaintiff, the Class, and Subclasses that they were paid in the form of
21 payment for gift certificates and that Defendant unjustly received as a result of its misconduct
22 alleged herein.

23

24 **IX. Prayer for Relief**

25

26 WHEREFORE, Plaintiff, on her own behalf and on behalf of the Class and
27 Subclasses, prays that the Court enter an order and judgment in her favor and against Defendant as
28 follows:



1 (a) Certifying this case as a class action, and designating Plaintiff as Class
2 Representative and her attorneys as Class Counsel;

3 (b) Declaring Defendant's conduct in the sale of gift certificates to Plaintiff, the
4 Class and Subclasses to be illegal under State law, and granting injunctive relief as necessary to
5 protect the Plaintiff, Class, and Subclasses and to prohibit the continuing conduct of Defendant's
6 business in ways that violate State law;

7 (c) Awarding actual and liquidated damages to Plaintiff, the Class, and Subclasses in
8 an amount to be proven at trial;

9 (d) Granting equitable and injunctive relief to Plaintiff, the Class, including
10 restitution, disgorgement, and an accounting of all revenue gained by Defendant through its
11 unlawful conduct alleged herein;

12 (e) Awarding Plaintiff, the Class, and Subclasses reasonable costs and attorneys'
13 fees;

14 (f) Awarding Plaintiff, the Class, and Subclasses pre- and post-judgment interest;
15 and

16 (g) Granting such other and further relief as the Court deems equitable and just.

17 **X. DEMAND FOR JURY TRIAL**

18 Plaintiff request trial by a jury of 12 members of all matters that can be so tried.

20 Dated this March 23, 2011.

22 Respectfully submitted,

1 CARNEY GILLESPIE ISITT PLLP
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7 Christopher Carney, WSBA No. 30325
8 Sean Gillespie, WSBA No. 35365
9 Kenan Isitt, WSBA No. 35317
10 CARNEY GILLESPIE & ISITT PLLP
11 Jay Carlson, WSBA No. 30411
12 CARLSON LEGAL
13 Shaun Van Eyk, WSBA No. 41476
14 Jason Moore, WSBA No. 41324
15 VAN EYK & MOORE, PLLC
16 Attorneys for Plaintiff
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11 MAR 23 AM 9:06

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 11-2-10524-5 SEA

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

Barrie Arliss	Plaintiff(s)	NO. 11-2-10524-5 SEA
vs		Order Setting Civil Case Schedule (*ORSCS)
Groupon, Inc.		ASSIGNED JUDGE <u>Eadie</u> 33
		FILE DATE: 03/23/2011
	Defendant(s)	TRIAL DATE: 09/10/2012

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

Print Name _____ Sign Name _____

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of **\$230** must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this **Schedule** are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Wed 03/23/2011	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. \$220 arbitration fee must be paid	Wed 08/31/2011	*
DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See KCLCR 4.2(a) and Notices on Page 2].	Wed 08/31/2011	*
DEADLINE for Hearing Motions to Change Case Assignment Area. [See KCLCR 82(e)]	Wed 09/14/2011	
DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(b)].	Mon 04/09/2012	
DEADLINE for Disclosure of Possible Additional Witnesses [See KCLCR 26(b)].	Mon 05/21/2012	
DEADLINE for Jury Demand [See KCLCR 38(b)(2)].	Mon 06/04/2012	*
DEADLINE for Setting Motion for a Change in Trial Date [See KCLCR 40(d)(2)].	Mon 06/04/2012	*
DEADLINE for Discovery Cutoff [See KCLCR 37(g)].	Mon 07/23/2012	
DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].	Mon 08/13/2012	
DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)].	Mon 08/20/2012	
DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16]	Mon 08/20/2012	*
DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].	Mon 08/27/2012	
Joint Statement of Evidence [See KCLCR (4)(k)].	Tue 09/04/2012	*
DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk)	Tue 09/04/2012	*
Trial Date [See KCLCR 40].	Mon 09/10/2012	

III. ORDER

Pursuant to King County Local Civil Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Civil Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this Order Setting Civil Case Schedule and attachment on all other parties.

DATED: 03/23/2011



PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx> .

CASE SCHEDULE AND REQUIREMENTS

Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx> . If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Nondispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents

All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents. E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

C. Form

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITIONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

King County
Department of Judicial Administration
Superior Court Clerk's Office

IMPORTANT NOTICE
KING COUNTY SUPERIOR COURT HEARING LOCATIONS
WILL CHANGE
IF THE MALENG REGIONAL JUSTICE CENTER IN KENT IS
CLOSED

The Maleng Regional Justice Center (MRJC) in Kent lies within the former Green River floodplain and is at risk of flooding if the Green River overtops its levies in a major flood event. The MRJC facility will likely be evacuated and closed if an imminent flood is predicted and operations normally located there will be forced to relocate.

If it becomes necessary to close the MRJC facility and relocate the courtrooms, some scheduled court proceedings at the King County Courthouse in Seattle will also be affected, with a changed location.

PLEASE NOTE: If you have a court proceeding scheduled at either the King County Courthouse in Seattle or the Maleng Regional Justice Center in Kent, please call (206) 296-9300 x '0' to learn if there is a flood related change to the location of your court proceeding. Call within two days of your scheduled court date for the current information.

Current MRJC flood status and proceeding location information will also be posted online here:

King County Superior Court's website: <http://www.kingcounty.gov/courts/superiorcourt>

King County Clerk's Office website: <http://www.kingcounty.gov/courts/Clerk>

The Clerk's Office and Superior Court remain committed to providing good customer service throughout the flood watch season and, if necessary, during a MRJC facility closure period. We thank you for your patience during this time.

***Please include a copy of this notice when providing copies of court documents to other parties.**

FILED

11 MAR 23 AM 9:06

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 11-2-10524-5 SEA

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

Barrie Arliss	NO. 11-2-10524-5 SEA
VS	CASE INFORMATION COVER SHEET
Groupon, Inc.	AND AREA DESIGNATION

CAUSE OF ACTION

(MSC) - OTHER COMPLAINTS/PETITIONS

AREA DESIGNATION

SEATTLE - Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

11 MAR 23 AM 9:15

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 11-2-10524-5 SEA

Hon. Eadie

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

BARRIE ARLISS, individually and on behalf
of all others similarly situated,

No. 11-2-10524-5 SEA

Plaintiff,

vs.

Class Action Complaint

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

Defendant

The State of Washington to Groupon, Inc., Defendant:

A lawsuit has been started against you in the above-entitled court by Barrie Arliss, plaintiff.

Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this
summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your
defense in writing, and by serving a copy upon the person signing this summons within 60-days after
the service of this summons, excluding the day of service, or a default judgment may be entered
against you without notice. A default judgment is one in which plaintiff is entitled to what he asks



1 for because you have not responded. If you serve a notice of appearance on the undersigned
2 attorney, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand
4 must be in writing and must be served upon the person signing this summons. Within 14 days after
5 you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this
6 summons and complaint will be void.
7

8 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
9 your written response, if any, may be served on time. This summons is issued pursuant to Rule 4 of
10 the Superior Court Civil Rules of the State of Washington.
11

12 Dated this March 23, 2011.
13

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15 CARNEY GILLESPIE ISITT PLLP
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21 Christopher Carney, WSBA No. 30325
22 Sean Gillespie, WSBA No. 35365
23 Kenan Isitt, WSBA No. 35317
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25 Jay Carlson, WSBA No. 30411
26 CARLSON LEGAL
27 Shaun Van Eyk, WSBA No. 41476
28 Jason Moore, WSBA No. 41324
29 VAN EYK & MOORE, PLLC
Atorneys for Plaintiff



11 MAR 23 AM 9:30

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 11-2-10524-5 SEA

Hon. Eadie

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

BARRIE ARLISS, individually and on behalf
of all others similarly situated,

No. 11-2-10524-5 SEA

Plaintiff,

vs.

Summons

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

Defendant

The State of Washington to Groupon, Inc., Defendant:

A lawsuit has been started against you in the above-entitled court by Barrie Arliss, plaintiff.

Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60-days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one in which plaintiff is entitled to what he asks



1 for because you have not responded. If you serve a notice of appearance on the undersigned
2 attorney, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand
4 must be in writing and must be served upon the person signing this summons. Within 14 days after
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6 summons and complaint will be void.
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8 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
9 your written response, if any, may be served on time. This summons is issued pursuant to Rule 4 of
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12 Dated this March 23, 2011.
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26 CARLSON LEGAL
27 Shaun Van Eyk, WSBA No. 41476
28 Jason Moore, WSBA No. 41324
29 VAN EYK & MOORE, PLLC
Atorneys for Plaintiff



FILED

11 MAR 28 PM 1:29

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 11-2-10524-5 SEA

Hon. Eadie

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

BARRIE ARLISS, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

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

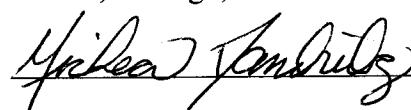
Defendant

No. 11-2-10524-5 SEA

Affidavit of Personal Service

, on oath says:

1. I am over 18 years of age;
3-24-11 at 3:40pm
2. On [Date & Time], I served a true copy of the Class Action Complaint, Summons, Case Schedule and Case Information Coversheet on Lourdes Vina of C T Corporation System, registered agent for Groupon, Inc. in the State of Illinois, by in-hand delivery at 208 So. LaSalle Street, Suite 814, Chicago, Illinois 60604.



[Process Server]

CARNEY

GILLESPIE

ISITT

100 W. HARRISON ST. SUITE N440
SEATTLE, WA 98119

• 206 445-0207

• 206 260-2486

1 STATE OF ILLINOIS

2)

: ss. ACKNOWLEDGEMENT

2 COUNTY OF COOK

)

3 On this day personally appeared before me Michael Dandridge to me known to
4 be the individual described in and who executed the within and foregoing instrument, and
5 acknowledged that he signed the same as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

6 GIVEN under my hand and official seal this 25th day of March, 2011.

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Sue L. Erickson
NOTARY PUBLIC, in and for the
State of Illinois



Print Name: Sue L. Erickson

Residing at: _____

My commission expires: 4-27-13



State of Washington

General No.: 112105245SEA

County of King

AFFIDAVIT OF SERVICE

MICHEAL DANDRIDGE deposes and says that he/she is a licensed or registered employee of a Private Detective Agency, licensed by the Illinois Department of Professional Regulation and therefore authorized, pursuant to the provisions of Chapter 735, Code of Civil Procedure Section 5/2-202, Illinois Compiled Statutes, to serve process in the above cause, and that the defendant was served in the following manner:

On 3/24/2011 at 3:40:00 PM by leaving a true and correct copy of the attached SUMMONS and COMPLAINT with Groupon, Inc. c/o CT Corporation as shown below:

Served the within named Groupon, Inc. c/o CT Corporation by delivering a true and correct copy of the SUMMONS and COMPLAINT , to Lourdes Vina a person authorized to accept service of process as agent.

Said service was effected at 208 S. LaSalle St., Ste. 814, Chicago, IL 60604

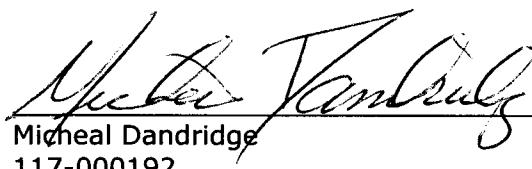
Description of Person Served Sex: Height: Weight: Race: Age:

Additional or Other Information:

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to such matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated

3-25-11


Micheal Dandridge
117-000192

VTS Investigations, LLC
P.O. Box 971
Elgin, IL 60123-0971
USA

FEIN: 36-4367848

Chicago Office: Voice 312-782-7361
Fax 312-782-2838

Elgin Office: Voice 847-888-4464
Fax 847-888-8588

To:

VANEYK & MOORE, PLLC
100 W. Harrison Street
Suite N440
Seattle, WA 98119

Re: Arliss v. Groupon
Directed To: Groupon c/o CT Corp
General No.: 112105245SEA

Customer ID: VANEYK

Please return one copy of this invoice with payment

Quantity	Description	Unit Price	Extension
1.00	Process Service upon Groupon c/o CT Corp., 208 S. LaSalle St., Chicago, IL	65.00	65.00

		Subtotal	65.00
		Total Invoice Amount	65.00
Check No:	003306	Payment Received	65.00
		TOTAL	0.00