

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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**

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

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 Groupons<sup>1</sup> 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 <sup>1</sup> 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.)

1 **IV. CONCLUSION**

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

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

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

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

14 Dated this 25th day of April, 2011.

15  
16  
17 Respectfully submitted,

18 *s/ Stelman Keehnel*

19 \_\_\_\_\_  
20 Stelman Keehnel, WSBA No. 9309  
21 Bradley T. Meissner, WSBA No. 39592  
22 DLA PIPER LLP (US)  
23 701 Fifth Avenue, Suite 7000  
24 Seattle, WA 98104  
25 Telephone: 206.839.4800  
26 Fax: 206.839.4801  
E-mail: [stellman.keehnel@dlapiper.com](mailto:stellman.keehnel@dlapiper.com)  
[bradley.meissner@dlapiper.com](mailto:bradley.meissner@dlapiper.com)

Attorneys for Defendant  
Groupon, Inc.

1 **VERIFICATION**

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

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

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

8  
9  
10 *s/ Stellman Keehnel*  
11 \_\_\_\_\_  
12 Stellman Keehnel, WSBA No. 9309  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1 **CERTIFICATE OF SERVICE**

2  
3 The undersigned certifies that a true and correct copy of the foregoing was served on  
4 the 25th day of April, 2011, on counsel of record for plaintiff as stated below in the manner  
5 indicated:

6  
7 *Via Hand Delivery:*  
8 Christopher Carney  
9 Carney Gillespie Isitt PLLP  
100 W. Harrison St., Suite N440  
Seattle, WA 98119

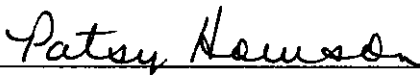
10 Jay Carlson  
11 Carlson Legal  
12 100 W. Harrison St., Suite N440  
Seattle, WA 98119

13 Shaun Van Eyk  
14 Van Eyk & Moore, PLLC  
15 100 W. Harrison St., Suite N440  
Seattle, WA 98119

16 Attorneys for Plaintiff

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

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

19  
20   
21 Patsy Howson



# EXHIBIT A

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**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.**

**Class Action Complaint**

**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  
21 belief, 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  
23  
24  
25  
26  
27  
28  
29

1 result of these unfair and deceptive practices is that consumers are often deceived out of redeeming  
2 their certificates, or deceived to believe that they must redeem them at a reduced rate.

3 5. During the process of purchasing a “Groupon,” Defendant does not disclose all of these  
4 stated restrictions to consumers. These stated restrictions in some cases contradict statements  
5 within Defendant’s “terms of use” that a consumer is required to “acknowledge,” but not actually  
6 review, before purchasing a “Groupon.” This is a misleading marketing practice that violates RCW  
7 19.86 *et seq.*  
8

9  
10 6. On information and belief, Defendant engages in these unfair and deceptive practices in  
11 an effort to maximize the number of customers who either never redeem their “Groupon” because  
12 of the perceived expiration date (therefore losing the entire value of the “Groupon”), and to  
13 maximize the number of customers who never redeem their “Groupon” for its full value. It is well  
14 known in the gift certificate industry that a significant source of the benefit for a business selling  
15 gift certificates is that a substantial number of customer never redeem them. Defendant is seeking  
16 to maximize this “margin” in the gift certificate business by misleadingly encouraging consumers to  
17 never redeem their gift certificates, or to redeem them for less than the full value to which they are  
18 entitled under law.  
19

20  
21 7. Plaintiff brings this action on behalf of herself and a Class and Subclasses of individuals  
22 seeking injunctive relief, damages, and reasonable costs and attorneys’ fees for Defendant’s  
23 violations of the CPA, breach of contract, unjust enrichment, and such other and further relief as the  
24 Court deems equitable and just.  
25  
26

## 27 II. Facts of the Claim

28 1. Defendant offers its services to consumers throughout the State of Washington.  
29



1  
2  
3  
4  
5  
6  
7  
8  
9

## V. Facts Regarding Plaintiff

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

## VI. Class Allegations

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

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

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

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

27 Excluded from the Class and Subclasses are (i) any judge presiding over this action and  
28 members of their families; (ii) Defendant, Defendant’s subsidiaries, parents, successors,  
29 predecessors, and any entity in which Defendant or its parents have a controlling interest and their

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

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

13  
14 These common questions include but are not limited to:

15 (a) Whether Defendant sold gift certificates to members of the Class and Subclasses  
16 containing an expiration date and other restrictions in violation of Washington law;

17  
18 (b) Whether Defendant's practices violate the CPA;

19 (c) Whether Defendant's practices violate the public policy of the State of  
20 Washington;

21 (d) Whether Defendant was unjustly enriched as a result of receiving payments from  
22 Plaintiffs, the Class and Subclasses; and

23  
24 (e) Whether Plaintiff, the Class, and Subclasses are entitled to relief, and the nature  
25 of such relief.  
26  
27  
28  
29

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

9           6.    **Appropriateness:** This class action is appropriate for certification because class  
10 proceedings are superior to all other available methods for the fair and efficient adjudication of this  
11 controversy and joinder of all members of the Class and Subclasses is impracticable. The damages  
12 suffered by the individual members of the Class and Subclasses will likely be small relative to the  
13 burden and expense of individual prosecution of the complex litigation necessitated by Defendant's  
14 wrongful conduct. Thus, it would be virtually impossible for the individual members of the Class  
15 and Subclasses to obtain effective relief from Defendant's misconduct. Even if members of the  
16 Class and Subclasses could sustain such individual litigation, it would not be preferable to a class  
17 action because individual litigation would increase the delay and expense to all parties due to the  
18 complex legal and factual controversies presented in this Complaint. By contrast, a class action  
19 presents far fewer management difficulties and provides the benefits of single adjudication,  
20 economy of scale, and comprehensive supervision by a single court. Economies of time, effort, and  
21 expense will be fostered and uniformity of decisions will be ensured.  
22

23           7.    **Policies Generally Applicable to the Class:** This class action is also appropriate for  
24 certification because Defendant has acted or refused to act on grounds generally applicable to the  
25  
26  
27  
28  
29



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
- 20 1. Plaintiff incorporates the foregoing allegations as if fully set forth herein.
  - 21 2. There exists an actual controversy between Plaintiff, the Class and Subclasses on the one  
22 hand, and Defendant on the other, to the extent Defendant's Sales and Issuance of gift certificates  
23 are contrary to Washington law and public policy.
  - 24 3. As explained *infra*, Defendant's agreements with Plaintiff, the Class and Subclasses  
25 violate the Washington Consumer Protection Act by, *inter alia*, selling gift certificates that purport  
26 to have expiration dates and unlawfully restricting redemption to a single transaction.  
27  
28  
29

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

13 6. Plaintiff, the Class and Subclasses seek injunctive relief prohibiting Defendant from  
14 refusing to honor certificates in accordance in Washington, and to prevent Defendant from  
15 continuing its unlawful, unfair and deceptive business practices as described in this Complaint.  
16

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

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

19 1. Plaintiff incorporates the foregoing allegations as fully set forth herein.  
20

21 2. The CPA provides that “[u]nfair methods of competition and unfair or deceptive acts or  
22 practices in the conduct of any trade or commerce are hereby declared unlawful.” RCW 19.86.020.  
23

24 3. Defendant engages in numerous unfair or deceptive practices in violation of the  
25 Consumer Protection Act, including but not limited to: (1) marketing and selling “Groupons” that  
26 are subject to purported expiration dates which violate state law, (2) marketing and selling  
27 “Groupons” with purported explicit restrictions on the “Groupon,” such as those stating: **"Must use**  
28

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

19 2. RCW 19.240.020 prohibits the sale or issuance of a gift certificate containing an  
20 expiration date. It also requires that when a purchase is made with a gift certificate for an amount  
21 that is less than the value of the gift certificate, the issuer must make the remaining value available  
22 to the bearer in cash or as a gift certificate at the option of the issuer.  
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  
28  
29

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

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

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

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.

19 Dated this March 23, 2011.

20 Respectfully submitted,

CARNEY GILLESPIE ISITT PLLP



---

Christopher Carney, WSBA No. 30325  
Sean Gillespie, WSBA No. 35365  
Kenan Isitt, WSBA No. 35317  
CARNEY GILLESPIE & ISITT PLLP  
Jay Carlson, WSBA No. 30411  
CARLSON LEGAL  
Shaun Van Eyk, WSBA No. 41476  
Jason Moore, WSBA No. 41324  
VAN EYK & MOORE, PLLC  
Attorneys for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

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

Barrie Arliss

vs

Groupon, Inc.

Plaintiff(s)

Defendant(s)

NO. 11-2-10524-5 SEA

Order Setting Civil Case Schedule (\*ORSCS)

ASSIGNED JUDGE Eadie 33

FILE DATE: 03/23/2011

**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](http://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 <i>KCLMAR 2.1(a) and Notices on Page 2</i> ]. <b>\$220 arbitration fee must be paid</b>	Wed 08/31/2011	*
<b>DEADLINE</b> to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLCR 4.2(a) and Notices on Page 2</i> ].	Wed 08/31/2011	*
<b>DEADLINE</b> for Hearing Motions to Change Case Assignment Area. [See <i>KCLCR 82(e)</i> ]	Wed 09/14/2011	
<b>DEADLINE</b> for Disclosure of Possible Primary Witnesses [See <i>KCLCR 26(b)</i> ].	Mon 04/09/2012	
<b>DEADLINE</b> for Disclosure of Possible Additional Witnesses [See <i>KCLCR 26(b)</i> ].	Mon 05/21/2012	
<b>DEADLINE</b> for Jury Demand [See <i>KCLCR 38(b)(2)</i> ].	Mon 06/04/2012	*
<b>DEADLINE</b> for Setting Motion for a Change in Trial Date [See <i>KCLCR 40(d)(2)</i> ].	Mon 06/04/2012	*
<b>DEADLINE</b> for Discovery Cutoff [See <i>KCLCR 37(g)</i> ].	Mon 07/23/2012	
<b>DEADLINE</b> for Engaging in Alternative Dispute Resolution [See <i>KCLCR 16(b)</i> ].	Mon 08/13/2012	
<b>DEADLINE</b> for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLCR 4(j)</i> ].	Mon 08/20/2012	
<b>DEADLINE</b> to file Joint Confirmation of Trial Readiness [See <i>KCLCR 16</i> ].	Mon 08/20/2012	*
<b>DEADLINE</b> for Hearing Dispositive Pretrial Motions [See <i>KCLCR 56; CR 56</i> ].	Mon 08/27/2012	
Joint Statement of Evidence [See <i>KCLCR (4)(k)</i> ].	Tue 09/04/2012	*
<b>DEADLINE</b> 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 <i>KCLCR 40</i> ].	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](http://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](http://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](http://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/PEITITONER 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

VS

Groupon, Inc.

NO. 11-2-10524-5 SEA

CASE INFORMATION COVER SHEET  
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.

FILED

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,**

**Class Action Complaint**

**vs.**

**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  
14

15 **CARNEY GILLESPIE ISITT PLLP**  
16

17  
18   
19

20  
21 \_\_\_\_\_  
22 Christopher Carney, WSBA No. 30325  
23 Sean Gillespie, WSBA No. 35365  
24 Kenan Isitt, WSBA No. 35317  
25 CARNEY GILLESPIE & ISITT PLLP  
26 Jay Carlson, WSBA No. 30411  
27 CARLSON LEGAL  
28 Shaun Van Eyk, WSBA No. 41476  
29 Jason Moore, WSBA No. 41324  
VAN EYK & MOORE, PLLC  
Attorneys for Plaintiff



FILED

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  
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  
14

15 **CARNEY GILLESPIE ISITT PLLP**  
16

17  
18   
19

20  
21 \_\_\_\_\_  
22 Christopher Carney, WSBA No. 30325  
23 Sean Gillespie, WSBA No. 35365  
24 Kenan Isitt, WSBA No. 35317  
25 CARNEY GILLESPIE & ISITT PLLP  
26 Jay Carlson, WSBA No. 30411  
27 CARLSON LEGAL  
28 Shaun Van Eyk, WSBA No. 41476  
29 Jason Moore, WSBA No. 41324  
VAN EYK & MOORE, PLLC  
Attorneys for Plaintiff

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.**

**Affidavit of Personal Service**

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

**Defendant**

\_\_\_\_\_, on oath says:

1. I am over 18 years of age;
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.

*[Handwritten Signature]*

[Process Server]



1 STATE OF ILLINOIS )  
2 : ss. ACKNOWLEDGEMENT  
3 COUNTY OF COOK )

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

8 **GIVEN** under my hand and official seal this 25<sup>th</sup> day of March, 2011.

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



12 Print Name: Sue L. Erickson  
13 Residing at: \_\_\_\_\_  
14 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.

3-25-11  
Dated

  
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

# Invoice

Invoice Number:  
38245

Invoice Date:  
Mar 25, 2011

Page:  
1

Customer ID: VANEYK

Ordered By: Shaun

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
	<b>TOTAL</b>	<b>0.00</b>