

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NOTICE OF CLASS ACTION SETTLEMENT

If you are a current or former paying member of Angie’s List, Inc., you may get a payment or benefit from a proposed Class Action Settlement.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT WWW.MOOREvALSETTLEMENT.COM REGULARLY FOR UPDATES AND FURTHER DETAILS.

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

- A proposed settlement has been reached with Angie’s List, Inc. (“Angie’s List”) in connection with three putative class action lawsuits focusing on Angie’s List’s acceptance of advertising payments from service providers, and whether those payments affect service providers’ letter-grade ratings, reviews, and place in search-result rankings. Angie’s List denies Plaintiffs’ claims, including denying that advertising revenue can affect ratings or the content of reviews in any way and asserting that it discloses that it received revenue from certain service providers who are rated highly by members and further discloses that such revenue can affect the order of search-result rankings under certain settings.
- Angie’s List has agreed to settle the lawsuits for a payment of \$1,400,000 to the Settlement Class and other relief. Those included in the Settlement Class can submit a Claim for an estimated payment of \$5.00 and/or \$10.00, or up to four months of free membership to Angie’s List, depending on your period of membership. These benefits and how you can obtain them are explained in more detail in this Notice. The actual amount to be paid for Claims for a cash payment will depend on the number of timely and valid Claims for cash submitted.
- You may be included in this settlement if you paid to join Angie’s List or renew an Angie’s List membership between March 11, 2009 and July 12, 2016 (the “Settlement Class”).
- Your rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		<i>DUE DATE</i>
FILE A CLAIM FORM	This is the <u>only</u> way that you can receive an elected cash or membership benefit. A Claim Form can be obtained at www.MoorevALsettlement.com or by calling 1-888-293-9919.	<i><u>November 15, 2016</u></i>
EXCLUDE YOURSELF	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Angie’s List related to the legal claims this settlement resolves. However, you will give up the right to get a payment from this settlement. If you do not exclude yourself from this settlement, you will be bound by its terms if the settlement is approved by the Court.	<i><u>October 24, 2016</u></i>
OBJECT	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement.	<i><u>October 24, 2016</u></i>
GO TO A HEARING ON DECEMBER 5, 2016	You may object to the settlement and ask the Court for permission to speak at the Fairness Hearing about your objection.	<i><u>October 24, 2016</u></i>
DO NOTHING	If you are included in the Settlement Class, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement, and you will give up the right to sue, continue to sue, or be part of another lawsuit against Angie’s List about the legal claims resolved and released by this settlement.	

- These rights and options — **and the deadlines to exercise them** — are explained in this Notice.
- These **deadlines may be moved, cancelled, or otherwise modified**, so please check the Settlement Website at www.MoorevALsettlement.com regularly for updates and further details.
- The Court still has to decide whether to provide final approval to the proposed settlement. Benefits will be paid only if the Court approves the proposed settlement and after any appeals are resolved in favor of upholding the settlement. This can take time. Please be patient.



BASIC INFORMATION..... PAGE 3

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Who is included in the settlement?

THE SETTLEMENT BENEFITS – WHAT YOU GET..... PAGE 4

5. What does the settlement provide?
6. How can I get an elected benefit?
7. When would I get my elected benefit?
8. Am I giving up anything by remaining in the Settlement Class?

EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT..... PAGE 5-6

9. Can I get out of the settlement?
10. If I exclude myself from the Settlement Class, can I still receive settlement benefits?
11. If I don't exclude myself, can I sue Angie's List for the same thing later?

OBJECTING TO THE SETTLEMENT..... PAGE 6

12. How do I tell the Court that I do not like the settlement with Angie's List?
13. Is objecting the same as being excluded?

THE LAWYERS REPRESENTING YOU PAGE 7

14. Do I have a lawyer in this case?
15. Should I get my own lawyer?
16. How will the lawyers be paid?

THE COURT'S FAIRNESS HEARING..... PAGE 7-8

17. When and where will the Court decide whether to approve the settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

IF YOU DO NOTHING PAGE 8

20. What happens if I do nothing at all?

GETTING MORE INFORMATION..... PAGE 8

21. How do I get more information?
22. How do I get updates?

BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have the right to know about a proposed settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the proposed settlement.

Judge Stewart J. Dalzell of the United States District Court for the Eastern District of Pennsylvania is overseeing this class action. The case is known as *Moore v. Angie's List, Inc.*, No. 2:15-cv-01243 (E.D. Pa.). The person who filed the lawsuit is called the "Plaintiff" and the company she sued, Angie's List, is called the "Defendant."

This settlement will also resolve two similar lawsuits currently pending in other courts. Those lawsuits are *Glick v. Angie's List, Inc.*, No. 16-cv-00546-MCA-MAH (D.N.J.), and *Zygelman v. Angie's List, Inc.*, No. 16-cv-00276-SK (N.D. Cal.). All three lawsuits are referred to as the "the Actions."

This Notice explains:

- What the lawsuit is about.
- Who is included in the proposed settlement.
- How the proposed settlement may benefit you.
- Your legal rights.

2. What is this lawsuit about?

The Actions allege that Angie's List does not adequately disclose that it accepts advertising payments from service providers or that the payments may affect service providers' letter-grade ratings, reviews, and placement in search-result rankings. The Actions also allege that Angie's List misstates that "businesses do not pay" to be on Angie's List when eligible businesses can pay to advertise promotions and discounts through Angie's List.

As noted above, Angie's List denies the claims and allegations made in the Actions. Angie's List is settling to avoid the expense, inconvenience, risk, and disruption of litigation. It is not an admission of any wrongdoing.

The Court has not decided whether Angie's List violated any laws. This Notice is not an expression of any opinion by the Court on the claims in the Actions.

3. Why is this lawsuit a class action?

In a class action, one or more people or businesses called "class representatives" sue not only for themselves, but also on behalf of other people or entities who have similar claims. If the Court finds that the legal requirements for establishing a class are met, then all of these people or businesses with similar claims and interests form a class. In this settlement, the class representatives are Janell Moore, Gary Glick, and Michelle Zygelman.

When a court decides a class action case or approves a class action settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has given its preliminary approval to the settlement and to the Settlement Class defined below in Question 4. A copy of the Court's order granting preliminary approval may be found at www.MoorevALsettlement.com.

4. Who is included in the settlement?

You are a member of the Settlement Class if you were a paying member of Angie's List at any time between March 11, 2009 and July 12, 2016. Excluded from the Settlement Class are (i) Angie's List, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which Angie's List has a controlling interest, and (ii) judges, justices, magistrates, or judicial officers presiding over the Actions.

If you're not sure whether you are included in the Settlement Class, call 1-888-293-9919, go to www.MoorevALsettlement.com, or write to one of the lawyers listed in Question 14 below.

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

5. What does the settlement provide?

You can receive cash or free membership to Angie’s List, as explained more below. The complete terms of the settlement, which is subject to final approval by the Court, are set forth in the written Settlement Agreement dated June 24, 2016 (the “Settlement Agreement”).

If you paid to purchase or renew an Angie’s List membership between March 11, 2009 and December 31, 2013, you can choose to receive either an estimated payment of \$10.00 or up to four free months of membership to Angie’s List (depending on how long you were a member). Cash payments will be paid out of a \$966,000 fund established by Angie’s List in this settlement. Actual cash payments to you may increase or decrease depending on how many people submit a timely and valid Claim.

If you paid to purchase or renew an Angie’s List membership between January 1, 2014 and July 12, 2016, you can choose to receive either an estimated payment of \$5.00 or up to two free months of membership to Angie’s List (depending on how long you were a member). Cash payments will be paid out of a \$434,000 fund established by Angie’s List in this settlement. Actual cash payments to you may increase or decrease depending on how many people submit a timely and valid Claim.

If you paid to purchase or renew an Angie’s List membership during both time periods above, you can receive both estimated cash payments or up to four months of free membership.

In addition, Angie’s List has also agreed as part of the settlement to add disclosures about service-provider advertising and revenue generated from service providers to Frequently Asked Questions on the Angie’s List website and to Angie’s List’s Membership Agreement. This agreement will be in place for five (5) years and is set forth more specifically in the Settlement Agreement.

In exchange for the elected benefits and other relief described above, the Settlement Class Members and certain other persons or entities (the “Releasing Parties”) release all claims against Angie’s List and certain other related persons or entities (the “Released Parties”), arising out of the conduct alleged in the Actions through the date this settlement is finally approved by the Court. The Settlement Agreement is available at www.MoorevALsettlement.com. The Settlement Agreement contains the full text of the Release for your review.

6. How can I get an elected benefit?

You must complete and submit a Claim Form by November 15, 2016. Claim Forms must be submitted online or downloaded for printing and submission via U.S. mail to *Moore v. Angie’s List* Settlement Administrator, P.O. Box 4109, Portland, OR 97208-4109. Claims Forms are also available by calling 1-888-293-9919, or by writing to *Moore v. Angie’s List* Settlement Administrator, P.O. Box 4109, Portland, OR 97208-4109.

7. When would I get my elected benefit?

The Court will hold a hearing at 9:30 AM on December 5, 2016 to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. The settlement payment and membership benefits will be distributed to eligible claiming Settlement Class Members as soon as possible, if and when the Court grants final approval of the settlement.

8. Am I giving up anything by remaining in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the settlement is approved and becomes final, all of the Court’s Orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any other lawsuit against Angie’s List about the legal issues in this case, but you will be able to submit a claim form to receive a payment or benefit from this settlement.

The rights you would be giving up are called Released Claims. Generally, if and when the Settlement Agreement becomes final, Settlement Class Members will be subject to the Release, which reads as follows:

All Releasing Parties agree to dismiss with prejudice all claims against the Released Parties, and to grant each the broadest release and covenant not to sue allowed by law, which shall unconditionally and forever bar the Releasing Parties from bringing, prosecuting, or participating in any and all claims, known or unknown, accrued or unaccrued, present or future, that were brought or could have been brought against Angie's List as of the Final Approval Date, that arise, in whole or in part from, or relate in any way to, the subject matter of, or the conduct, omissions, transactions, or occurrences alleged, or that could have been alleged, in the Complaints filed in Actions, including, without limitation, claims regarding representations, statements, alleged omissions and/or conduct relating in any way to service-provider ratings, reviews, rankings and/or revenue Angie's List derives from service providers, further including but not limited to service-provider advertising.

The Released Claims include known and unknown claims relating to the Actions, and this settlement is expressly intended to cover and include all such injuries or damages, including all rights of action thereunder. Settlement Class Members, on behalf of all Releasing Parties, will be deemed by the Final Order and the Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

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

Plaintiffs and the Settlement Class Members, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that the Releasing Parties are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the parties expressly acknowledges that it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the parties hereby expressly waives whatever benefits it may have had pursuant to such section. Plaintiffs acknowledge, and the Releasing Parties shall be deemed by operation of the Final Order and the Final Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT

9. Can I get out of the settlement?

Yes, you can get out of the proposed settlement and the Settlement Class. This is called excluding yourself, or "opting out." To exclude yourself, you can complete the Opt-Out Form, available on the Settlement Website, and submit it to both the Settlement Administrator and the Court via first class U.S. mail. If you want to exclude yourself but you do not want to use the Opt-Out Form, then you must send a signed letter including your name, address, and telephone number that clearly states that you want to be excluded from the settlement of the lawsuit *Moore v. Angie's List, Inc.*, No. 15-cv-01243-SD (E.D. Pa.), that you do not wish to be a Settlement Class Member, and that you elect to be excluded from any judgment entered pursuant to the settlement. If you decide not to use the Opt-Out Form, any statement or submission by you that could be interpreted as both an objection and opt-out shall be treated as an opt-out request.

Mail the Opt-Out Form or letter request to: *Moore v. Angie's List* Settlement Administrator, P.O. Box 4109, Portland, OR 97208-4109, and to the Court at the address provided in Question 12. Your opt-out request **must be postmarked no later than October 24, 2016.**

10. If I exclude myself from the Settlement Class, can I still receive settlement benefits?

No. If you exclude yourself from the Settlement Class, you will not get to share in the settlement, including any of the monetary and non-monetary benefits, and you cannot object to the settlement.

11. If I don't exclude myself, can I sue Angie's List for the same thing later?

No. If you do not exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Angie's List relating to conduct challenged in this case. The Court's orders will apply to you and legally bind you. If the settlement receives final Court approval, you will also be bound by the Final Order and the Final Judgment entered in the case.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court that I do not like the settlement with Angie's List?

If you are a Settlement Class Member and don't exclude yourself, you can tell the Court you don't like the settlement or some part of it. The Court will consider your views.

To object, you must file with the Court at the address below a written statement setting forth and identifying the aspect of the settlement, request for an Attorneys' Fee and Expense Award, or Plaintiffs' Service Awards being challenged, and the specific grounds of your objection along with any supporting law and evidence that you want to bring to the Court's attention. Be sure to include your name, address, telephone number, signature, and the specific reasons you object to the settlement. In addition, if you plan to appear at the Fairness Hearing on your own or through counsel you hire, you must expressly say so in your objection by including a "Notice of Appearance" at the time you file your objection with the Court.

In addition to timely filing your objection with the Court, you must also send a copy of your objection to Plaintiffs' Class Counsel and Defense Counsel at the addresses below so that it is ***received by October 24, 2016***:

Plaintiffs' Class Counsel:

Ruben Honik, Esq.
David J. Stanoch, Esq.
GOLOMB & HONIK, P.C.
1515 Market Street, Suite 1100
Philadelphia, PA 19102

Defense Counsel:

J. Gordon Cooney, Jr.
Franco A. Corrado
MORGAN LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103

The Court:

Chambers of Judge Stewart Dalzell
Eastern District of Pennsylvania
James A. Byrne U.S. Courthouse
601 Market Street
Philadelphia, PA 19106

Remember, your objection must be **received by the Court, Plaintiffs' Class Counsel, and Defense Counsel no later than October 24, 2016** to be considered.

13. Is objecting the same as being excluded?

Objecting is the way to tell the Court what you don't like about the proposed settlement. You can object only if you stay in the Settlement Class and don't exclude yourself.

Excluding yourself is the way to tell the Court you do not want to be a part of the Settlement Class and the proposed settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object or claim a benefit because the proposed settlement no longer will affect you.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the lawyers listed below to represent you as Plaintiffs' Class Counsel. They are experienced in handling similar cases against other companies. You will not be charged for these lawyers.

Richard M. Golomb
Ruben Honik
Kenneth J. Grunfeld
David J. Stanoch
GOLOMB & HONIK
151 Market Street, Suite 1100
Philadelphia, Pennsylvania 19102

Kirk J. Wolden
**CARTER WOLDEN
CURTIS**
1111 Exposition Blvd., Suite 602
Sacramento, CA 95815

W. Daniel "Dee" Miles, III
**BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.**
218 Commerce Street
P.O. Box 4160
Montgomery, AL 36104

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Plaintiffs' Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense. If you hire your own lawyer to appear in this case, then you must tell the Court and send a copy of your notice to Plaintiffs' Class Counsel and Defense Counsel at the addresses in Question 12 above.

16. How will the lawyers be paid?

That is up to the Court, but Plaintiffs' Class Counsel will ask the Court to approve payment of attorneys' fees and expenses of no more than \$937,500. Plaintiffs' Class Counsel also will ask the Court for service awards not to exceed \$7,500 for Janell Moore; \$2,500 for Gary Glick; and \$2,500 for Michelle Zygelman. Angie's List will pay the amounts awarded by the Court up to these figures. The proposed settlement benefits won't be affected or reduced by Angie's List's payment of Plaintiffs' Class Counsel's attorneys' fees and expenses or any service award payments to the Plaintiffs.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:30 AM on December 5, 2016, in Courtroom 15-B at the James A. Byrne Courthouse at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who asked to be heard at the hearing in accordance with the procedures specified in this Notice. At or after the hearing, the Court will decide whether to approve the settlement and may also decide how much to award to Plaintiffs' Class Counsel for their fees and expenses and any class representative service awards. We do not know how long the decision will take.

Important! The time and date of this hearing may change without additional e-mailed, mailed, or published notice. For updated information on the hearing, visit: www.MoorevALsettlement.com.

18. Do I have to come to the hearing?

No. Plaintiffs' Class Counsel will answer questions posed by the Court. But, you and/or your lawyer are welcome to come at your own expense. If you or your counsel wish to be heard at the hearing, you must file a Notice of Appearance as explained in response to Question 12. If you send an objection on time, you do not have to come to the hearing for the Court to consider it. Moreover, attendance is not necessary to receive a settlement benefit.

19. May I speak at the hearing?

You can ask the Court to allow you (or your lawyer) to speak at the Fairness Hearing. To do so, you or your lawyer must include in your objection a Notice of Appearance that says you wish to speak. You can find how to file an objection and Notice of Appearance, and the due date for filing, in Question 12 of this Notice. If you submit an objection and wish to speak about it at the Fairness Hearing, you must include that information in your objection (see Question 12).

You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing:

- You will stay a member of the Settlement Class and all of the Court's orders will apply to you.
- You will not get a cash payment or any free monthly membership. You will only be eligible to receive an elected benefit if you submit a Claim Form.
- You won't be able to sue or join a new lawsuit against Angie's List, about the issues and claims in the Actions ever again unless you exclude yourself.

GETTING MORE INFORMATION

21. How do I get more information?

If you have questions about this case or want to get additional information, you may also call 1-888-293-9919, call or write to the lawyers listed in answer to Question 14, or visit the website www.MoorevALsettlement.com, which will also have the complete Settlement Agreement, exhibits, and other important documents related to this lawsuit. This is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. You can also look at all of the documents filed in the lawsuit at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797 during normal business hours.

22. How do I get updates?

The deadlines described in this Notice may be moved, modified, or cancelled. Other aspects of the settlement may be updated, revised, or amended as well. You should periodically check the Settlement Website for updates about the settlement.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**