UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE RAMOS

ARKANSAS TEACHER RETIREMENT SYSTEM, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

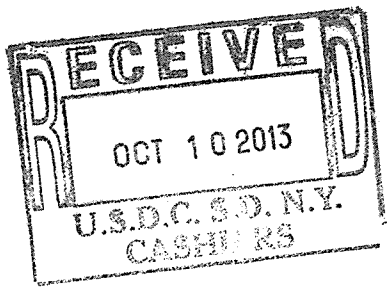
BANKRATE, INC., THOMAS R. EVANS, EDWARD J. DIMARIA, SETH BRODY, PETER C. MORSE, BRUCE NELSON, RICHARD J. PINOLA, CHRISTIAN STAHL, JAMES TIENG, MITCH TRUWIT, APAX PARTNERS L.P., APAX PARTNERS LLP, APAX PARTNERS EUROPE MANAGERS LTD., ALLEN & COMPANY LLC, CITIGROUP GLOBAL MARKETS, INC., CREDIT SUISSE SECURITES (USA), LLC, GOLDMAN SACHS & CO., J.P. MORGAN SECURITIES, LLC, MERRILL LYNCH, PIERCE, FENNER & SMITH, INC., RBC CAPITAL MARKETS, LLC, STEPHENS, INC., and STIFEL, NICOLAUS & COMPANY, INC.

Defendants.

File No. 13 CV 7183

ECF CASE

JURY TRIAL DEMANDED



CLASS ACTION COMPLAINT

Plaintiff Arkansas Teacher Retirement System, by its undersigned counsel, hereby brings this action on behalf of itself and all other similarly situated persons or entities, other than Defendants and their affiliates (as described herein, the "Class"), who purchased or otherwise acquired securities issued by Bankrate, Inc. ("Bankrate" or the "Company") (1) in or traceable to the Company's June 16, 2011 initial public offering (the "IPO"), (2) in the Company's December 6, 2011 stock offering (the "Secondary Offering"), or (3) on the open market during the period from June 16, 2011 through October 15, 2012 inclusive (the "Class Period") from June 16, 2011

through October 15, 2012 inclusive (the "Class Period"). Plaintiff seeks to recover damages caused by Defendants' violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the "Securities Act"), and Sections 10(b) and 20(a) of the Securities and Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder. The allegations of this Complaint are based on Plaintiff's personal knowledge as to itself and on information and belief (including an investigation by counsel and review of publicly available information) as to all other matters. Many facts supporting the allegations contained herein are known only to Defendants or are exclusively within their custody or control. Plaintiff believes that further substantial evidentiary support for the allegations set forth below will exist after a reasonable opportunity for discovery.

I. SUMMARY OF THE ACTION

1. This action arises from misrepresentations and a fraud perpetrated by Bankrate and its two most senior officers, CEO Thomas R. Evans ("Evans") and CFO Edward J. DiMaria ("DiMaria"). Bankrate is a publisher of personal finance information to consumers through Bankrate-owned websites. Bankrate generates revenues by connecting consumers to companies that offer financial products, such as insurance, credit cards, mortgages and bank deposits. For example, insurance carriers and insurance agents pay Bankrate a referral fee for providing the contact information of consumers who are looking to purchase insurance. Referral fees for such insurance "leads" and related advertising to insurance carriers and insurance agents constituted 40% to 50% of Bankrate's annual revenues, making insurance the single most important category of the Company's business during the Class Period.

2. Bankrate's insurance clients are willing to pay higher fees for leads and advertising to be connected to consumers who are actively looking to purchase insurance. By

contrast, insurance carriers and insurance agents are not willing to pay premium rates for low quality leads—consumers with little or no interest in purchasing insurance. Because the Company's insurance industry clients value leads who are in the market for insurance products and "ready to transact," such leads are referred to as "high quality" leads.

3. As alleged herein, Defendants misrepresented to investors during the Class Period that Bankrate's insurance leads were "high quality ready-to-transact" consumers who were "poised to engage in a high-value transaction." Defendants knew at all relevant times, however, that large volumes of insurance leads that Bankrate sold to insurance carriers and insurance agents were not high quality because they were not in the market for insurance products or ready to transact. In truth, large volumes of Bankrate's insurance leads were of dismal quality.

4. Defendants' misrepresentations and omissions about the quality of the Company's primary product created the false impression that Bankrate could extract higher referral fees and be more profitable than its competitors. Analysts highlighted how important it was to the Company that Bankrate's leads were "in-market," meaning they were ready-to-transact and therefore of a high-quality. For example, on July 27, 2011 analysts at RBC Capital Markets initiated coverage of Bankrate with a price target of $22 per share and explained that "Bankrate's business model thrives on its highly desirable 'in-market' audience for financial services products." The Company's stock price rose accordingly, from $15.00 in Bankrate's initial public offering on June 16, 2011 to a closing price of $24.75 on March 30, 2012.

5. On May 1, 2012, after the market closed, Defendants informed investors that Bankrate's revenues for the first quarter of 2012 were below consensus expectations because of a shortfall in Bankrate's lead generation business. During a conference call with analysts, Defendant Evans explained that the first quarter of 2012 was "a transformational quarter for the

insurance vertical, as [Bankrate] continued to transition to a higher-quality, better-converting lead model from a high volume model." Defendants' disclosure was the first indication that Bankrate's insurance business included the sale of a large number of poor quality leads and caused the price of Bankrate stock to drop significantly, from a closing price of $23.71 per share on May 1, 2012 to a closing price of $20.19 per share on May 2, 2012—a 15% drop. Defendants assured investors, however, that Bankrate had already curtailed the sale of poor-quality leads and would continue to experience growth in its insurance lead business, emphasizing that Bankrate had "gotten the most aggressive and egregious actors out early."

6. Defendants' assurances were false. After the market closed on October 15, 2012, Defendants announced that Bankrate would not meet the Company's publicly announced earnings expectation for the third quarter of 2012 because Bankrate had made additional reductions in the volume of its insurance leads due to their poor quality. Defendant Evans stated during a conference call on October 16, 2012 that additional cuts of poor quality insurance leads had had a "significant impact on our business." Analysts at J.P.Morgan expressed surprise, noting that "Bankrate had previously communicated that it had eliminated a majority of low quality insurance leads by the end of [the second quarter of 2012]." As a result of Defendants' disclosure, the price of Bankrate stock experienced another significant drop – more than 22% – from a closing price of $14.50 on October 15, 2012 to a closing price of $11.26 on October 16, 2012, on extraordinary volume.

7. Following the Class Period, Defendants admitted that they had intentionally withheld information about the dismal quality of Bankrate's insurance leads from investors. Specifically, Defendants admitted that as Bankrate began to cut poor quality insurance leads in 2011, Defendants tried to use Bankrate's increasing revenues from its non-insurance products

(credit cards, mortgages and deposits) to conceal the resulting impact on the volume of Bankrate's insurance leads. Defendants' scheme only came to light when Bankrate's non-insurance revenues were lower than expected and could no longer be used to conceal the volume reductions caused by the reduction of poor quality insurance leads. As Defendant Evans admitted on November 29, 2012 (after the dismal quality of Bankrate's insurance leads was finally revealed): "We thought that we could do this all in a completely sort of invisible way, that there would be enough growth there – there would be enough improvement and that sort of some of the other verticals, particularly credit cards would be masking whatever we were doing on the insurance side."

8. Defendants Evans and DiMaria profited enormously from their scheme not to disclose the dismal quality of Bankrate's insurance leads to investors by selling hundreds of thousands of Company shares at artificially inflated stock prices during the Class Period. On December 12, 2011, Defendant Evans sold 279,297 Bankrate shares in the open market for proceeds of approximately $4,692,189.60 – approximately ten times Defendant Evans' base salary for 2011. Defendant DiMaria reaped $4,990,028 in proceeds – approximately 12 ½ times his base salary for 2012 – by selling 232,177 Company shares in February and August 2012.

9. The disclosure of the truth about Bankrate's low quality insurance leads had a devastating impact on the Company's shareholders, wiping out more than $850 million in shareholder value and causing substantial damage to the Class. This action seeks to recover the damages suffered by those investors as a result of Defendants' fraudulent scheme.

II. JURISDICTION AND VENUE

10. The claims asserted herein arise under Sections 11, 12(a)(2) and 15 of the Securities Act, 15 U.S.C. §§ 77k, 77l(a)(2) and 77o, Sections 10(b) and 20(a) of the Exchange

Act, 15 U.S.C. §§ 78j(b) and 78t(a), and SEC Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5. In connection with the acts and conduct alleged in this Complaint, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including but not limited to the mails, interstate wire, interstate telephone communications, and facilities of the national securities markets.

11. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331, Section 22 of the Securities Act, 15 U.S.C § 77v, and Section 27 of the Securities Exchange Act of 1934, 15 U.S.C. § 78aa.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), (c) and (d). Bankrate maintains offices and conducts business in this District, Defendant Evans resides in this District, and many of the events and omissions giving rise to the claims occurred in this District.

III. THE PARTIES

A. Plaintiff

13. Plaintiff Arkansas Teacher Retirement System is a public pension system that has been providing retirement benefits to Arkansas's public school and education employees since 1937. As reflected in the accompanying certification, incorporated by reference herein, Plaintiff purchased Bankrate common stock during the Class Period and suffered damages as a result of the violations of the federal securities laws alleged herein.

B. Defendants

Bankrate Defendants

14. Defendant Bankrate is a Delaware corporation that was at all relevant times majority-owned by Ben Holding S.à r.l., a company that, in turn, was at all relevant times beneficially owned by the Apax VII Funds (as defined below) and controlled by Defendant Apax Partners (as defined below). Bankrate is a publisher and distributor of personal finance

information on the Internet, providing consumers with personal finance editorial content, including on insurance, credit cards and mortgages. Bankrate became a publicly traded company through an initial public offering conducted in June 2011. The IPO was conducted pursuant to a Registration Statement that was filed with the SEC on June 16, 2011 (as amended) and an incorporated Prospectus dated June 16, 2011 (collectively the "IPO Offering Materials") that registered 20,000,000 shares. In the IPO, Defendant Bankrate sold 12,500,000 registered shares for proceeds of $176.2 million. In December 2011, Defendant Bankrate registered 12,500,000 shares for the Secondary Offering. The Secondary Offering was conducted pursuant to a Secondary Offering Registration Statement that was filed with the SEC on December 6, 2011 (the "Secondary Registration Statement") and an incorporated Secondary Offering Prospectus dated December 7, 2011 (collectively the "Secondary Offering Materials"). Bankrate maintains offices and conducts business in this District at 477 Madison Avenue, Suite 430, New York, NY 10022. Bankrate's securities trade on the New York Stock Exchange under the symbol "RATE."

15. Defendant Thomas R. Evans ("Evans") was at all relevant times Bankrate's President and Chief Executive Officer. Evans has been a Director of Bankrate or its predecessors since April 2004 and is domiciled in this District. During the Class Period, Evans reviewed, approved, and signed Bankrate's filings with the SEC that contained false and misleading statements, as detailed herein. Evans signed the IPO Registration Statement and the Secondary Offering Registration Statement. Evans also participated in conference calls with securities analysts in which Bankrate's false and misleading filings with the SEC were presented and discussed, and in which Evans made additional false and misleading statements. Evans participated in those conference calls from Bankrate's offices located in this District. As alleged herein, Evans knew at all relevant times that large volumes of Bankrate's insurance leads were

poor quality. In addition, Evans had a strong financial incentive to engage in the alleged misconduct. During the Class Period, Evans sold 279,297 shares of his Bankrate stock for proceeds of approximately $4,692,189.

16. Defendant Edward J. DiMaria ("DiMaria") was at all relevant times Bankrate's Senior Vice President—Chief Financial Officer. During the Class Period, DiMaria reviewed, approved, and signed Bankrate's filings with the SEC that contained false and misleading statements, as detailed herein. DiMaria signed the IPO Registration Statement and the Secondary Offering Registration Statement (as defined below). DiMaria also participated in conference calls with securities analysts in which Bankrate's false and misleading filings with the SEC were presented and discussed, and in which DiMaria made additional false and misleading statements. DiMaria participated in those conference calls from Bankrate's offices located in this District. As alleged herein, DiMaria knew at all relevant times that large volumes of Bankrate's insurance leads were poor quality. In addition, DiMaria had a strong financial incentive to engage in the alleged misconduct. During the Class Period, DiMaria sold 232,177 shares of his Bankrate stock for proceeds of approximately $4,990,028.

17. Defendants Evans and DiMaria are collectively referred to as the "Officer Defendants" and, together with Bankrate, as the "Bankrate Defendants." The Officer Defendants, because of their high-ranking positions and direct involvement in the everyday business of the Company, directly participated in the management of Bankrate's operations, including its accounting and reporting functions, had the ability and did control Bankrate's conduct, and were privy to confidential information concerning Bankrate and its business, operations and financial statements, as alleged herein. The Officer Defendants were directly involved in controlling the content and in drafting, reviewing, publishing and/or disseminating

the false and misleading statements and information alleged herein, were aware of, or recklessly disregarded, that the false and misleading statements and omissions were being issued, and approved or ratified these misstatements and omissions in violation of the federal securities laws.

Director Defendants

18. Defendant Seth Brody was at all relevant times a Director of Bankrate. Brody is also a partner and co-head of the portfolio support group at Defendant Apax Partners, a private equity firm that at all relevant times herein held a majority of Bankrate's voting common stock. Pursuant to a stockholders agreement (as amended and restated), Apax Partners was at all relevant times herein entitled to elect a majority of the members of Bankrate's Board of Directors. Brody served as Apax Partners' designee and representative on the Bankrate Board. Defendant Brody signed the IPO Registration Statement and the Secondary Offering Registration Statement, and is therefore liable under the Securities Act for the untrue and misleading statements and omissions in the Offering Materials for the IPO and Secondary Offering.

19. Defendant Peter C. Morse was at all relevant times a Director and Chairman of the Board of Bankrate. Defendant Morse signed the IPO Registration Statement and the Secondary Offering Registration Statement, and is therefore liable under the Securities Act for the untrue and misleading statements and omissions in the Offering Materials for the IPO and Secondary Offering.

20. Defendant Bruce Nelson has been a Director of Bankrate since September 2011. Defendant Brody signed the Secondary Offering Registration Statement, and is therefore liable under the Securities Act for the untrue and misleading statements and omissions in the Offering Materials for the Secondary Offering.

21. Defendant Richard J. Pinola has been a Director of Bankrate since approximately

June 2011. Defendant Pinola was named in the IPO Registration Statement with his consent as about to become a Director of Bankrate and signed the Secondary Offering Registration Statement. Defendant Nelson is therefore liable under the Securities Act for the untrue and misleading statements and omissions in the Offering Materials for the IPO and Secondary Offering.

22. Defendant Christian Stahl was at all relevant times a Director of Bankrate. Stahl is also a partner and co-head of the media team at Defendant Apax Partners, a private equity firm that at all relevant times herein held a majority of Bankrate's voting common stock. Pursuant to a stockholders agreement (as amended and restated), Apax Partners was at all relevant times herein entitled to elect a majority of the members of Bankrate's Board of Directors. Stahl served as Apax Partners' designee and representative on the Bankrate Board. Defendant Stahl signed the IPO Registration Statement and the Secondary Offering Registration Statement, and is therefore liable under the Securities Act for the untrue and misleading statements and omissions in the Offering Materials for the IPO and Secondary Offering.

23. Defendant James Tieng was a Director of Bankrate between June 2011 and February 2013. Tieng was also a senior associate at Defendant Apax Partners, a private equity firm that at all relevant times herein held a majority of Bankrate's voting common stock. Pursuant to a stockholders agreement (as amended and restated), Apax Partners was at all relevant times herein entitled to elect a majority of the members of Bankrate's Board of Directors. Tieng served as Apax Partners' designee and representative on the Bankrate Board. Defendant Tieng was named in the IPO Registration Statement with his consent as about to become a Director of Bankrate and signed the Secondary Offering Registration Statement. Defendant Tieng is therefore liable under the Securities Act for the untrue and misleading

statements and omissions in the Offering Materials for the IPO and Secondary Offering.

24. Defendant Mitch Truwit was at all relevant times a Director of Bankrate. Truwit is also a partner and co-head of the financial and business services team at Defendant Apax Partners, a private equity firm that at all relevant times herein held a majority of Bankrate's voting common stock. Pursuant to a stockholders agreement (as amended and restated), Apax Partners was at all relevant times herein entitled to elect a majority of the members of Bankrate's Board of Directors. Truwit served as Apax Partners' designee and representative on the Bankrate Board. Defendant Truwit signed the IPO Registration Statement and the Secondary Offering Registration Statement, and is therefore liable under the Securities Act for the untrue and misleading statements and omissions in the Offering Materials for the IPO and Secondary Offering.

25. Defendants Brody, Morse, Nelson, Pinola, Stahl, Tieng, and Truwit are collectively referred to as the "Director Defendants."

26. Defendants Apax Partners L.P., Apax Partners LLP, and Apax Partners Europe Managers Ltd. (collectively "Apax Partners") advised or managed funds, including but not limited to Apax US VII L.P., Apax Europe VII-A, L.P., Apax Europe VII-B, L.P. and Apax Europe VII-1, L.P. (collectively the "Apax VII Funds"), that held more than 85% of Bankrate's outstanding stock at the time of the IPO and approximately 65% at the time of the Secondary Offering. Defendant Apax Partners sold 6,782,929 shares of Bankrate stock in the IPO for proceeds exceeding $130 million. In addition, Defendant Apax Partners received payment of a $34,700,220 fee in connection with the IPO pursuant to an advisory agreement. In December 2011, Defendant Apax Partners sold 12,235,835 shares of Bankrate stock in the Secondary Offering pursuant to the Secondary Offering Materials, reaping proceeds of more than $205

million. Following the Secondary Offering, the Apax VII Funds (controlled by Defendant Apax Partners) continued to hold more than 55% of Bankrate's outstanding stock through Ben Holding S.à r.l.

Underwriter Defendants

27. Allen & Company LLC ("Allen & Co.") was an underwriter of the IPO and the Secondary Offering as specified herein. As an underwriter of the IPO and the Secondary Offering, Allen & Co. was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials and the Secondary Offering Materials.

28. Citigroup Global Markets, Inc. ("Citi") was an underwriter of the IPO and the Secondary Offering, as specified herein. As an underwriter of the IPO and the Secondary Offering, Citi was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials and the Secondary Offering Materials.

29. Credit Suisse Securites (USA), LLC ("Credit Suisse") was an underwriter of the IPO as specified herein. As an underwriter of the IPO, Credit Suisse was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials.

30. Goldman Sachs & Co. ("Goldman") was an underwriter of IPO and the Secondary Offering as specified herein. As an underwriter of the IPO and the Secondary Offering, Goldman was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials and the Secondary Offering Materials.

31. J.P. Morgan Securities, LLC ("JP Morgan") was an underwriter of the IPO and the Secondary Offering as specified herein. As an underwriter of the IPO and the Secondary Offering, JP Morgan was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials and the Secondary Offering Materials.

32. Merrill Lynch, Pierce, Fenner & Smith, Inc. ("Merrill") was an underwriter of the IPO and the Secondary Offering, as specified herein. As an underwriter of the IPO and the Secondary Offering, Merrill was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials and the Secondary Offering Materials.

33. RBC Capital Markets, LLC ("RBC") was an underwriter of the IPO and the Secondary Offering, as specified herein. As an underwriter of the IPO and the Secondary Offering, RBC was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials and the Secondary Offering Materials.

34. Stephens, Inc. ("Stephens") was an underwriter of the IPO as specified herein. As an underwriter of the IPO, Stephens was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials.

35. Stifel, Nicolaus & Company, Inc. ("Stifel") was an underwriter of the IPO as specified herein. As an underwriter of the IPO, Stifel was responsible for ensuring the truthfulness and accuracy of the various statements contained in or incorporated by reference into the IPO Offering Materials.

36. Defendants Allen & Co., Citi, Credit Suisse, Goldman, JP Morgan, Merrill, RBC, Stephens and Stifel are collectively referred to as the "Underwriter Defendants" and together with the Bankrate Defendants and the Director Defendants as "Defendants."

IV. BACKGROUND

A. Bankrate's Business

37. Bankrate is a publisher and distributor of personal finance information to consumers through a number of Internet websites. Bankrate provides four primary categories of financial information, known as "verticals," to consumers: insurance, credit cards, mortgages and deposits.

38. Bankrate generates revenues by connecting consumers to financial service providers in each vertical, including insurance carriers and agents in the insurance vertical, credit card issuers in the credit card vertical, and mortgage lenders in the mortgage vertical. For example, Bankrate's insurance clients pay a "cost per lead" or "CPL" fee when Bankrate provides contact information for a specific consumer (the "lead") who may be looking to purchase insurance. In addition, when posting advertisements on Bankrate's websites, Bankrate's insurance clients pay a "cost per mille" or "CPM" fee for every thousand consumers that visit a Bankrate website and view the insurance client's advertisement, and a "cost per click" or "CPC" fee when a consumer affirmatively clicks on the insurance client's advertisement and is thereby directed to that insurance client's own website.

39. During the Class Period, Bankrate generated 98% of its annual revenues by selling leads and advertising. The sale of insurance leads and related advertising represented 40% to 50% of Bankrate's annual revenues and was the single most important driver of the Company's business. The sale of leads and related advertising in Bankrate's credit card vertical represented approximately 30% of the Company's revenues and was the second most important

source of revenues.

40. Bankrate sells insurance leads and generates CPL fees by providing insurance carriers and insurance agents with personal information of consumers who may be interested in purchasing insurance, allowing the carrier or agent to contact those consumers directly to sell insurance. For example, a consumer may visit one of Bankrate's insurance websites such as www.insureme.com or www.netquote.com and fill out a form indicating interest in purchasing auto insurance. Bankrate sells this personal information to multiple insurance carriers such as GEICO and Allstate, and to multiple insurance agents who are located in the same geographical area as the consumer, so that the insurance companies and agents can contact the consumer directly. Each carrier and each agent pays Bankrate a CPL fee for referring the lead regardless whether the consumer ultimately purchases insurance from them or from any other carrier or agent.

41. There are many ways to obtain personal information from consumers on the Internet. Forms on websites that are dedicated to insurance are one way. However, personal information can also be collected through online promotions and other sweepstakes, by Internet companies sharing their registration databases ("co-registration"), by automated or "robo-filling" of personal information forms, and on websites that are not dedicated to a specific product or that are dedicated to an altogether different product. Consumers whose information is obtained from online promotions, co-registration, robo-filling, and non-dedicated websites are much less likely to be looking for insurance products offered by Bankrate's clients and may not have any interest in purchasing any insurance at all.

42. Bankrate's clients are willing to pay higher CPL fees for consumers who are actively looking to purchase insurance. By contrast, insurance carriers and insurance agents are

not willing to pay premium rates for low quality leads with little or no interest in their product. Thus, as Bankrate explained to investors, "the number of ready-to-transact consumers visiting our online network" was at all relevant times a "key driver" of Bankrate's business.

43. During the Class Period, Defendants represented to investors that Bankrate offered its insurance clients access to a "high quality ready-to-transact visitor base" and that Bankrate's growing revenues, including the Company's growing revenues in the insurance vertical, were attributable to the Company's increasing volume of high quality ready-to-transact leads. For example, during an August 10, 2011 conference call with analysts, Evans stated:

> The insurance sector continues to be strong. We're seeing more consumer demand and ***lead volume is up***. Earlier in the year, ***we made what has turned out to be a very good decision given that there was so much volume, to focus on high quality traffic and high quality sources***.

44. Defendants' representations that Bankrate provided its insurance clients "high quality" insurance leads and access to high quality ready-to-transact consumers were important to investors. For example, on July 27, 2011 analysts at J.P.Morgan wrote "Bankrate owns and operates several large personal finance websites with strong consumer brand awareness, helping ensure that its leads/clicks to advertisers are of a high quality." As a result of the Defendants' representations, Bankrate's stock price increased substantially during the Class Period, from $15.00 in Bankrate's initial public offering on June 16, 2011 to a closing price of $24.75 on March 30, 2012.

B. Bankrate's Poor Quality Insurance Leads

45. Bankrate's growing revenues in its critically important insurance vertical were not attributable to the increased sale of high quality ready-to-transact insurance leads. To the contrary, Bankrate purchased the vast majority of its insurance leads from other websites knowing that they were not "in-market" and had no intention of purchasing insurance at all.

Bankrate nevertheless sold these poor quality leads to its insurance clients. Indeed, Bankrate sold large volumes of the same poor quality leads to multiple carriers and agents at the same time, knowing that it would receive CPL fees regardless whether any lead would purchase insurance. Accordingly, rather than generating revenues from premium fees paid for quality leads as it told investors, Bankrate was actually generating revenues by selling large volumes of poor quality leads.

46. The Bankrate Defendants have since admitted that ***at least 40%*** of the insurance leads sold by Bankrate in the second half of 2011 and the first half of 2012 were poor quality. Specifically, Defendant Evans admitted on January 16, 2013 (after the Class Period) that "we've eliminated about 40% of our leads over the course of kind of the second half of 2012." Defendant Evans' admission came after his assurance on May 1, 2012 that Bankrate had already removed "the most aggressive and egregious" websites providing poor quality leads.

47. Bankrate's practice of selling large volumes of poor quality insurance leads to multiple insurance carriers and insurance agents had the short-term effect of boosting Bankrate's revenues, allowing the Company to report results in 2011 and the first half of 2012 that met or exceeded the Company's publicly announced earnings expectations. The practice also created the false appearance that Bankrate had a superior business model for selling insurance leads and performed better than its competitors.

V. DEFENDANTS' FALSE AND MISLEADING STATEMENTS AND OMISSIONS

48. During the Class Period, Defendants represented to investors that Bankrate was selling its insurance clients high quality, ready-to-transact insurance leads. Defendants' statements were materially false and misleading because, in truth, the Company was selling large volumes of poor quality leads, including information collected through promotions, co-registration and robo-filling. The paragraphs set forth below: (i) identify Defendants' Class

Period statements and omissions alleged to be materially false and misleading, (ii) set forth when, where, and by whom they were made, and (iii) summarize why those statements and omissions were materially false and misleading.

49. The June 2011 IPO: on June 16, 2011, the first day of the Class Period, the Officer Defendants and the Director Defendants caused Bankrate to file with the SEC a Form S-1 registration statement to register 20,000,000 shares of Bankrate common stock for sale to investors in an initial public offering (the "IPO Registration Statement"). The IPO Registration Statement – signed by Defendants Evans, DiMaria, Brody, Morse, Stahl and Truwit – represented that Bankrate offered its clients "access to a high quality ready-to-transact visitor base" and that "Bankrate's platform is a specific, highly contextual destination for consumers that are generally 'ready to transact.'"

50. Bankrate repeated the same representations in a prospectus dated June 16, 2011 (the "IPO Prospectus") that was incorporated into the IPO Registration Statement and that Defendants Evans, DiMaria, Brody, Morse, Stahl and Truwit caused to be filed with the SEC in order to provide material information concerning Bankrate's business to purchasers of Bankrate stock.

51. The underwriters for the IPO – Defendants Allen & Co., Citi, Credit Suisse, Goldman, JP Morgan, Merrill, RBC, Stephens and Stifel – sold and distributed the shares in the IPO to the investing public pursuant to the IPO Prospectus. The extent of the Underwriter Defendants' participation in the IPO was as follows:

Underwriter	Number of Shares
Allen & Co.	3,000,000
Citi	2,200,000
Credit Suisse	2,200,000

Goldman	4,400,000
JP Morgan	2,200,000
Merrill	3,600,000
RBC	600,000
Stephens	1,200,000
Stifel	600,000

52. Second Quarter 2011: on August 10, 2011, the Bankrate Defendants held a conference call with analysts covering Bankrate's stock to discuss Bankrate's results for the second quarter of 2011. During the conference call, Defendant Evans stated:

> Earlier in the year, we made what has turned out to be a very good decision given that there was so much volume, to focus on high quality traffic and high quality sources. ...
>
> We are really happy with the fact that we have controlled for volume, we focused early on quality and we think we are delivering you know a high value. Listen, there is a lot of volume out there in the business and I think one of the things we did intelligently on the insurance unit is we really tried to grow this methodically rather than get a huge pop and grow it – grow it with quality. ...
>
> So, we are feeling very good about the sources of our traffic. We think we're winning more of that business. There's a lot of volume out there so you can be picky about making sure it is high quality.

53. During the August 10, 2011 analyst conference call to discuss Bankrate's results for the second quarter of 2011, Defendant DiMaria stated:

> We saw continued strength in our core lead generation products including both insurance and credit cards, with increases in volume and monetization. We are continuing to benefit from the Bankrate high quality, more affluent customer following with banks, agents and carriers, very much engaged on our platform and competing for our customers. ...
>
> The key is, we'll grow the volume, ***but we're not going to compromise on quality. I mean quality is really number one, what we're focused on.*** So, we'll work additional volume in as cost continues to improve in the industry.

54. Third Quarter 2011: On October 27, 2011, the Bankrate Defendants announced

Bankrate's results for the third quarter of 2011. During an analyst conference call on the same day, Defendant DiMaria explained Bankrate's "terrific quarter" as follows:

> We saw an acceleration of growth in our core lead generation products, including both insurance and credit cards, with increases in consumer traffic and monetization. We are continuing to benefit from the secular trends and the Bankrate high quality more affluent consumer following with banks, agents and carriers, very much engaged on our platform and competing for our consumers. ...
>
> But let me take a minute to explain some of the overarching factors driving our strong growth. Really it all boils down to executing on the strategy, we talked about on the road, and that is to attract and deliver the highest quality consumers who can readily convert either to a mortgage, or credit card, or insurance policy or deposit at a good [return on investment] for our advertisers. And the key here is quality, everything that is taken place over the past few years have returned advertisers back to seeking low risk and high reward, namely prime and super prime consumers with high disposable net income. ...

During the same conference call, Defendant Evans added:

> It's a little bit like our point of view has always been, ***we are providing jet fuel and not swamp water*** and I think people will pay up for their jet fuel.

55. The December 2011 Secondary Offering: on December 6, 2011, the Officer Defendants and the Director Defendants caused Bankrate to file with the SEC a Form S-1 registration statement to register 12,500,000 shares of Bankrate common stock for sale to investors in the Secondary Offering (the "Secondary Offering Registration Statement"). The Secondary Offering Registration Statement – signed by Defendants Evans, DiMaria, Brody, Morse, Nelson, Pinola, Stahl, Tieng and Truwit – represented that Bankrate offered its clients "access to a high quality ready-to-transact visitor base" and that "Bankrate's platform is a specific, highly contextual destination for consumers that are generally 'ready to transact.'"

56. Bankrate repeated the same representations in a prospectus dated December 6, 2011 (the "Secondary Offering Prospectus") that was incorporated into the Secondary Offering Registration Statement and that Defendants Evans, DiMaria, Brody, Morse, Nelson, Pinola,

Stahl, Tieng and Truwit caused to be filed with the SEC on December 7, 2011 in order to provide material information concerning Bankrate's business to purchasers of Bankrate stock.

57. The underwriters for the Secondary Offering – Defendants Allen & Co., Citi, Goldman, JP Morgan, Merrill, and RBC – sold and distributed the shares in the Secondary Offering to the investing public pursuant to the Secondary Offering Prospectus. The extent of these Underwriter Defendants' participation in the Secondary Offering was as follows:

Underwriter	Number of Shares
Allen & Co.	2,100,900
Citi	1,540,662
Goldman	3,562,575
JP Morgan	1,540,662
Merrill	2,914,838
RBC	840,363

58. Fourth Quarter 2011: On February 6, 2012, the Bankrate Defendants announced Bankrate's results for the fourth quarter of 2011. During an analyst conference call on the same day, Defendant Evans noted that Bankrate had experienced another "strong quarter" and had achieved results that were even better than anticipated, stating:

> So, we are obviously pleased with the results we achieved, particularly during the second half, which included a strong fourth quarter. Overall traffic in 2011 was up significantly, and we believe that is the result of our overarching strategy, and that is that our branded, content rich destination sites have become an even more valuable place for consumers to find information in this environment of economic uncertainty. Consumers trust our platforms and engage with the content, calculators, and tools that they find useful, and are willing to click, apply, and convert with the offers that they find on our sites.

59. During a February 6, 2012 conference call with analysts, Defendant DiMaria stated that "[i]n our market, high quality prime consumers are the type of consumers that our advertisers are seeking, and they are competing and paying for them, given the quality

conversion rates they experience on our platform."

60. During the February 6, 2012 conference call with analysts, the Bankrate Defendants also discussed Bankrate's acquisition of the insurance lead business of "InsWeb." Defendant Evans noted that integration of the InsWeb business would allow Bankrate to further improve the quality of insurance leads, stating: "[i]t is something we have been pushing on for the past six plus months, and we believe doing so will improve agent retention, will improve agent and carrier conversion rates, and ultimately improve value and pricing."

61. Year End 2011: on March 12, 2012, the Bankrate Defendants filed a Form 10-K reporting the results of Bankrate's operations for the full year that ended December 31, 2011 (the "2011 10-K"). The 2011 10-K – signed by Defendants Evans and DiMaria – represented that Bankrate offered its clients "access to a high quality ready-to-transact visitor base" and that "Bankrate's platform is a specific, highly contextual destination for consumers that are generally 'ready to transact.'"

62. The statements set forth in ¶¶49-61 were material to investors. Analysts also relied on these statements to inform investors about Bankrate's business results and future profitability. For example, an October 28, 2011 report prepared by analysts at Stephens noted that "[t]he insurance side of the business continued to benefit from large growth in supply of quality insurance leads coupled with leverage off of the industry's largest agent base."

63. The statements set forth in ¶¶49-61 were materially false and misleading. When the Bankrate Defendants made these statements, Bankrate was selling large volumes of insurance leads that were not high quality, not in-market for insurance products, and not ready-to-transact. The Bankrate Defendants have since admitted that at least 40% of Bankrate's insurance leads during the second half of 2011 and the first half of 2012 were poor quality.

64. By having chosen to speak about the purported quality of Bankrate's insurance leads, Defendants had a duty to speak fully and truthfully to that subject. Thus Defendants had a duty to disclose that significant volumes of Bankrate's insurance leads were not "high quality" and not "ready to transact." Defendants' failure to disclose the true quality of Bankrate's insurance leads rendered the statements set forth above at ¶¶49-61 false and misleading. As a result, investors were misled with respect to a material part of Bankrate's business.

65. First Quarter 2012: On May 1, 2012, after the market closed, Bankrate informed investors of the results of the first quarter of 2012. Bankrate's revenues were below consensus expectations, primarily because of a shortfall in Bankrate's lead generation business. During a May 1, 2012 conference call with analysts, Defendant Evans stated that the first quarter was "a transformational quarter for the insurance vertical, as [Bankrate] continued to transition to a higher-quality, better-converting lead model from a high volume model."

66. The Bankrate Defendants' announcement caused the price of Bankrate stock to drop significantly, from a closing price of $23.71 per share on May 1, 2012 to a closing price of $20.19 per share on May 2, 2012 – a 15% drop during the first day after the announcement – on 9 ½ times the average trading volume during the Class Period. The market's strong reaction corresponded with the significance of the Bankrate Defendants' partial disclosure of previously-concealed facts about the sources and quality of Bankrate's insurance leads. Rhe Bankrate Defendants assured investors, however, that Bankrate had already aggressively curtailed the sale of poor quality leads and would continue to experience growth in its insurance lead business. For example, during the May 1, 2012 conference call with analysts, Defendant Evans stated that Bankrate had "***gotten the most aggressive and egregious actors out early***," and that the Company's insurance lead revenue "shouldn't get worse, it should get better."

67. On May 14, 2012, the Bankrate Defendants filed a Form 10-Q reporting the results of Bankrate's operations for quarter ended March 31, 2012 ("2012 10Q/1"). The 2012 10Q/1 – signed by Defendant DiMaria – represented that "Lead generation revenue increased by $12.2 million for the three months ended March 31, 2012 compared to the same period in 2011 due to an increase in lead volume ($5.7 million impact) as well as an increase in yield ($6.5 million impact)." Defendants Evans and DiMaria signed certifications filed with the 2012 10Q/1 in which they represented that "[b]ased on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report."

68. On June 6, 2012, Defendant DiMaria attended the Stephens Spring Investment Conference. Defendant DiMaria made a presentation to analysts and investors at the conference in his capacity as Bankrate's chief financial officer. DiMaria described Bankrate's operations as a "network of high quality destination-based sites and really what characterizes or ***what distinguishes us is the quality of the consumer***." DiMaria added that Bankrate was "really benefiting from the quality consumers that were able to drive the conversion rate and how well we are able to monetize."

69. On June 19, 2012, Defendant Evans attended the Stifel Nicolaus Internet, Media and Publishing Conference. Defendant Evans made a presentation to analysts and investors at the conference in his capacity as Bankrate's CEO. Evans described the purportedly realized improvements in the quality of Bankrate's insurance leads, stating that "[w]e really started cutting back and monitoring affiliates and seeing what was a good lead and what was a bad

lead," and that "I can tell you absolutely categorically that it's having a very nice impact on quality on conversion."

70. Second Quarter 2012: On July 31, 2012, Bankrate reported the results of the second quarter of 2012 to investors and analysts. During a July 31, 2012 conference call with analysts, Defendant Evans stated that Bankrate continued to be focused on "executing on our long-term strategy" and that "insurance leads grew significantly during the quarter." Evans also reassured investors that "we've seen very positive results reflected in meaningful improvements in quality, that's making our platform perform better for our agent and carrier partners. And as a result, we've been able to negotiate price increases and/or tiered pricing with a number of large partners." Evans added that "[t]here has been a lot of noise around the insurance business, but I can assure you that it's working and we're absolutely seeing better conversion rates and better pricing."

71. On August 13, 2012, the Bankrate Defendants filed a Form 10-Q reporting the results of Bankrate's operations for quarter ended June 30, 2012 ("2012 10Q/2"). The 2012 10Q/2 – signed by Defendant DiMaria – represented that "Our lead quality initiative has resulted in better monetization of higher quality leads while we have restricted distributing low quality leads." Defendants Evans and DiMaria signed certifications filed with the 2012 10Q/1 in which they represented that "[b]ased on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report."

72. The statements set forth at ¶¶65-71 were material to investors. For example, analysts at RBC Capital Markets wrote in an August 1, 2012 report for investors that "[p]rogress

continues and is on track in the clean-up of insurance leads" and that "the most significant impact on traffic has occurred."

73. The statements set forth in ¶¶65-71 were materially false and misleading. When Defendants made these statements, Bankrate continued to sell large volumes of insurance leads that were not high quality, not in-market for insurance products, and not ready-to-transact. The Bankrate Defendants have since admitted Bankrate took "the most dramatic" reductions in poor quality insurance volume in the third quarter of 2012 and that the Company again took "a very large cut" to lower performing leads in the fourth quarter of 2012.

74. By having chosen to speak about the Company's increasing lead generation revenues and the purported quality of the insurance leads that Bankrate was selling to its insurance clients, including the results of Bankrate's purported efforts to improve the quality of those leads, Defendants had a duty to speak fully and truthfully on those subjects. Thus, Defendants had a duty to disclose that significant volumes of Bankrate's insurance leads continued to be poor quality. Defendants' failure to disclose these facts rendered the statements set forth above at ¶¶65-71 false and misleading. As a result, investors continued to be materially misled with respect to a material part of Bankrate's business following the May 1, 2012 partial disclosure.

VI. THE TRUTH IS REVEALED

75. On October 15, 2012, after the market closed, Bankrate pre-announced that it expected a revenue shortfall for the quarter that ended September 30, 2012. The Officer Defendants caused Bankrate to issue an October 15, 2012 press release attributing the shortfall to reductions in poor quality insurance leads and stagnated credit card approvals. The press release quoted Defendant Evans as stating that "[w]e have continued to make adjustments and have been

even more aggressive about cutting back our insurance lead volume as we got more disposition data and feedback." Analysts at J.P.Morgan expressed surprise, noting in an October 15, 2012 report for investors that "Bankrate had previously communicated that it had eliminated a majority of low quality insurance leads by the end of 2Q [the second quarter of 2012]."

76. On October 16, 2012, before the market opened, the Bankrate Defendants held a conference call with analysts to discuss the shortfall in Bankrate's revenues. Defendant Evans admitted that Bankrate's insurance leads had included "incentivized leads," and "leads of people that did not have real intent," but added that "We've cut those people out. ***That was a significant impact on our business***."

77. The Bankrate Defendants' announcement caused the price of Bankrate stock to experience another significant drop – more than 22% – from a closing price of $14.50 on October 15, 2012 to a closing price of $11.26 on October 16, 2012 on extraordinary volume of over 23 times Bankrate's average trading volume during the Class Period and exceeding the volume of any other day since Bankrate's IPO. The market's strong reaction corresponded with the significance of Defendants' disclosure of previously-concealed facts about the true quality of Bankrate's insurance leads.

VII. THE BANKRATE DEFENDANTS ACTED WITH SCIENTER

78. Numerous facts alleged herein establish that the Bankrate Defendants' misstatements were intentional and/or reckless, including the facts that: (1) the Bankrate Defendants have admitted that they knew as early as 2011 that large volumes of Bankrate insurance leads were poor quality; (2) the Bankrate Defendants have admitted that they were trying to conceal the poor quality of Bankrate's insurance leads from investors—a fact which alone is sufficient to establish a strong inference of scienter; and (3) Defendants Evans and

DiMaria profited handsomely from the fraud by selling their stock in the Company at artificially inflated prices during the Class Period, resulting in proceeds of approximately $9.7 million.

79. The Bankrate Defendants have admitted that they began to focus on improving Bankrate's insurance lead quality as early as the time of Bankrate's IPO in June 2011. As Defendant Evans stated on February 6, 2012, the consolidation of InsWeb with Bankrate "allows us to use that scale to continue to push the insurance vertical to focus on better lead quality. ***It is something we have been pushing on for the past six plus months***." Moreover, the Bankrate Defendants have admitted that from the beginning of Bankrate's "insurance initiative," they understood that 20% of Bankrate insurance leads were poor quality. For example, Defendant Evans stated on February 12, 2013 that "[w]hen we originally modeled what we thought the impact of the insurance initiative would be, we estimated that we would eliminate somewhere around 20% of the lead volume." Thus, at least as early as June 2011, the Bankrate Defendants understood that at least one in every five Bankrate insurance leads that Bankrate simultaneously sold to multiple insurance clients was poor quality.

80. Moreover, the Bankrate Defendants have admitted that they intentionally concealed the poor quality of Bankrate's insurance leads from investors during the Class Period. Specifically, the Bankrate Defendants have admitted that they surreptitiously reduced Bankrate's poor quality insurance leads by concealing the corresponding reduction in Bankrate's insurance lead volume behind growing revenues in Bankrate's non-insurance product categories. The Bankrate Defendants' scheme unraveled when Bankrate's results in the non-insurance verticals – in particular the credit card vertical – declined during 2012 as a result of tightening credit card underwriting standards. As Defendant Evans admitted on November 29, 2012 (after the dismal quality of Bankrate's insurance leads was revealed), "***We thought that we could do this all in a***

completely sort of invisible way that there would be enough growth there – there would be enough improvement and that sort of some of the other verticals, particularly credit cards would be masking whatever we were doing on the insurance side." The Bankrate Defendants' admission that they intentionally concealed the fact that large volumes of Bankrate's insurance leads were poor quality supports a strong inference of scienter.

81. The Bankrate Defendants were at all relevant times informed about the sources and the quality of Bankrate's insurance leads. For example, the Bankrate Defendants used the Company's own technological capabilities to monitor the sources and volume of Bankrate insurance leads. As Defendant Evans noted on August 10, 2011, "Through our Truevey platform, there is a lot we can do to really discern what the sources are and monitor the volume that we are getting." The Bankrate Defendants were also acutely aware of the quality of Bankrate insurance leads by monitoring the feedback from insurance agents who purchased Bankrate leads, including how many of those leads converted into a sale of insurance. Given the critical importance of the insurance vertical to Bankrate's business and revenues and Bankrate's active monitoring of the sources and quality, it is not plausible that Bankrate, Bankrate's Chief Executive Officer and Bankrate's Chief Financial Officer were unaware that significant volumes of Bankrate's insurance leads were poor quality during the Class Period. Thus, the Bankrate Defendants knew, or at least recklessly disregarded, that their representations and omissions during the Class Period about the quality of Bankrate's insurance leads were materially false and misleading when made.

82. Defendants Evans and DiMaria profited enormously from the Bankrate Defendants' scheme to misrepresent the true quality of Bankrate's insurance leads during the Class Period. While in possession of material, nonpublic information regarding the poor quality

of Bankrate's insurance leads, Defendants Evans and DiMaria sold substantial amounts of Bankrate common stock from their holdings at artificially inflated prices. The prices at which Defendants Evans and DiMaria sold their stock far exceeded the closing price of Bankrate stock after the Company announced that the removal of poor quality insurance leads had a significant impact on Bankrate's business and had led to a revenue shortfall (*i.e.* $11.26 on October 16, 2012). Defendants Evans and DiMaria made no open market purchases of Bankrate stock during the Class Period.

83. On December 12, 2011, Defendant Evans sold 279,297 Bankrate shares in the open market at $16.80 per share for proceeds of approximately $4,692,189.60. Defendant Evans' stock sale is suspicious in timing and amount because: (i) Evans made this significant stock sale knowing that he was intentionally concealing from investors that 20% or more of Bankrate's insurance leads were poor quality; and (ii) the $4,692,189.60 in proceeds he reaped on this transaction represented approximately ***ten times*** Evans' base salary for 2011. As such, Defendant Evans' significant insider stock sale while in possession of material nonpublic information regarding the true quality of Bankrate's insurance leads helps raise a strong inference of his scienter.

84. Defendant DiMaria also profited from the sale of Bankrate stock at artificially inflated prices during the Class Period. The chart below shows DiMaria's sales of Bankrate stock during the Class Period:

Defendant DiMarias Insider Sales During the Class Period				
Date	Share	% of holdings	Share price (≈)	Proceeds
2/8/2012	125,000	29%	23.4	$2,925,000
8/9/2012	79,848	26%	19.34	$1,544,252
8/10/2012	26,729	12%	19.05	$509,286
8/13/2012	600	0.3%	19.15	$11,489
Total	**232,177**			**$4,990,028**

85. Defendant DiMaria's stock sales are suspicious in amount and in timing, because: (i) DiMaria made the significant stock sale in February 2012 with insider knowledge that large volumes of the insurance leads that Bankrate simultaneously sold to multiple insurance clients were poor quality; (ii) DiMaria made the significant stock sale in August 2012 with insider knowledge that large volumes of Bankrate's insurance leads continued to be poor quality despite Defendants' assurances to investors that Bankrate had aggressively curtailed the sale of poor quality leads; (iii) the $4,990,028.09 in proceeds DiMaria reaped on this insider transactions represented approximately 12 ½ times DiMaria's base salary for 2012; and (iv) the large number of shares sold by DiMaria represented 54% of his holdings in Bankrate common stock. As such, Defendant DiMaria's significant insider stock sales while in possession of material nonpublic information regarding the true quality of Bankrate's insurance leads help raise a strong inference of his scienter.

VIII. LOSS CAUSATION

86. Defendants' wrongful conduct directly caused the economic loss suffered by Plaintiff and the other members of the Class. The materially false and misleading statements set forth above were widely disseminated to the securities markets, investment analysts and the investing public. As a result, Plaintiff and the other members of the Class purchased Bankrate securities at artificially inflated prices and were damaged when the artificial inflation dissipated as a result of partial-corrective disclosures entering the market that revealed the true quality of Bankrate's insurance leads.

87. The Bankrate Defendants' scheme to overstate and conceal the large volume of poor quality insurance leads began to be revealed when Bankrate announced after the market closed on May 1, 2012 that Bankrate's results for the first quarter of 2012 were below consensus expectations because Defendants were transforming the insurance lead business from a high

volume model to a higher-quality, better-converting lead model. In response to this information, Bankrate shares fell 15%, or more than $3 per share to close at $20.19 per share on May 2, 2012. Due to Bankrate's and the Officer Defendants' public statements reassuring investors that Bankrate had "gotten the most aggressive and egregious actors out early," and that Bankrate's insurance lead revenue "shouldn't get worse, it should get better," the price of Bankrate stock remained artificially high and the fraud continued.

88. On October 15, 2012, the Bankrate Defendants again shocked investors by announcing, after the market closed, that Bankrate expected a revenue shortfall for the quarter that ended September 30, 2012 because Bankrate had further reduced the volume of low quality leads sold to insurance carriers and insurance agents. As discussed above, Bankrate and the Officer Defendants emphasized on May 1, 2012 and July 31, 2102 that Bankrate had already removed the lowest quality providers of leads and was experiencing "meaningful improvements in quality." The October 15, 2012 disclosure caused the price of Bankrate stock to experience a second significant drop – more than 22% in one day – from a closing price of $14.50 on October 15, 2012 to a closing price of $11.26 on October 16, 2012 on extraordinary volume of over 23 times Bankrate's average trading volume during the Class Period and exceeding the volume of any other day since Bankrate's IPO.

89. The decline in Bankrate's stock price was a direct and proximate result of the Defendants' scheme being revealed to investors and to the market. The timing and magnitude of Bankrate's stock price decline negates any inference that the losses suffered by Plaintiff and the other members of the Class were caused by changed market conditions, macroeconomic factors, or even Company-specific facts unrelated to the Bankrate Defendants' fraudulent conduct.

IX. PRESUMPTION OF RELIANCE

90. Plaintiff is entitled to a presumption of reliance under *Affiliated Ute Citizens of*

Utah v. U.S., 406 U.S. 128 (1972) because the claims asserted herein against Defendants are predicated in part upon material omissions of fact that Defendants had a duty to disclose.

91. Plaintiff is also entitled to a presumption of reliance on Defendants' material misrepresentations and omissions pursuant to the fraud-on-the-market doctrine because, at all relevant times, the market for Bankrate securities was open, efficient, and well-developed for the following reasons, among others:

(a) Bankrate's stock met the requirements for listing, and was listed and actively traded on the New York Stock Exchange, a highly efficient market for securities;

(b) As a public company, Bankrate filed periodic reports with the SEC;

(c) Bankrate regularly communicated with public investors via established market communication mechanisms, including through regular disseminations of press releases on the national circuits of major newswire services;

(d) Bankrate was followed by numerous securities analysts employed by major brokerage firms who wrote reports which were distributed to those brokerage firms' sales force and certain customers;

(e) The price of Bankrate securities promptly reacted to the dissemination of new information regarding the Company, as set forth above. Bankrate securities were actively traded throughout the Class Period with substantial trading volume.

92. As a result of the foregoing, the market for Bankrate stock promptly digested current information regarding Bankrate from all publicly available sources and reflected such information in Bankrate's stock price. Under these circumstances, all purchasers of Bankrate common stock during the Class Period suffered similar injury through their purchase of Bankrate common stock at artificially inflated prices, and a presumption of reliance applies.

93. Accordingly, Plaintiff and the other members of the Class did rely and are entitled to have relied on the integrity of the market price for Bankrate securities and on a presumption of reliance on Defendants' materially false and misleading statements and omissions during the Class Period.

X. NO SAFE HARBOR

94. The statutory safe harbor applicable to forward-looking statements under certain circumstances does not apply to any of the false and misleading statements pleaded in this Complaint. None of the statements complained of herein was a forward-looking statement, nor were any of the statements identified as forward-looking when made. Rather, the false and misleading statements and omissions complained of in this Complaint concerned misstatements and omissions of historical and current facts and conditions existing at the time the statements were made, including statements and omissions about the true quality of Bankrate's then-existing insurance leads.

95. Alternatively, to the extent that any of the false and misleading statements alleged herein can be construed as forward looking statements, they were not accompanied by meaningful cautionary language identifying important facts that could cause actual results to differ materially from those in the purportedly forward-looking statements. Furthermore, to the extent that the statutory safe harbor would otherwise apply to any statement found by the Court to be forward-looking, Defendants are liable for those false or misleading forward looking statements because at the time each of those statements was made, the speaker knew that the statement was false or misleading, or the statement was authorized and/or approved by an executive officer of Bankrate who knew that the statement was false or misleading when made.

XI. CLASS ACTION ALLEGATIONS

96. Plaintiff brings this action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of a Class consisting of all persons and entities who purchased or otherwise acquired securities issued by Bankrate, Inc. ("Bankrate" or the "Company") (1) in or traceable to the IPO, (2) in the Secondary Offering, or (3) on the open market during the period from June 16, 2011 through October 15, 2012 inclusive, and who were

damaged thereby. Excluded from the Class are Defendants; Bankrate's affiliates and subsidiaries; the officers and Directors of Bankrate and its subsidiaries and affiliates at all relevant times; members of the immediate family of any excluded person; heirs, successors, and assigns of any excluded person or entity; and any entity in which any excluded person has or had a controlling interest.

97. The members of the Class are so numerous that joinder of all members is impracticable. Throughout the Class Period, Bankrate common shares were actively traded on the New York Stock Exchange. As of April 22, 2013, Bankrate had approximately 100,047,441 shares of common stock issued and outstanding. Although the exact number of Class members is unknown to Plaintiff at this time, Plaintiff believes that there are at least thousands of members of the proposed Class. Members of the Class can be identified from records maintained by Bankrate or its transfer agent(s), and may be notified of the pendency of this action by publication using a form of notice similar to that customarily used in securities class actions.

98. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class were similarly damaged by Defendants' conduct as complained of herein.

99. Common questions of law and fact exist to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of fact and law common to the Class are:

(a) whether Defendants' misrepresentations and omissions as alleged herein violated the federal securities laws;

(b) whether Defendants' misrepresentations and omissions as alleged herein misrepresented material facts about the quality of Bankrate's insurance leads during the Class Period;

(c) whether the Officer Defendants and the Director Defendants are personally liable for the alleged misrepresentations and omissions described herein;

(d) whether Defendant Apax Partners is liable for violations of the Securities Act;

(e) whether Defendants' misrepresentations and omissions as alleged herein caused the Class members to suffer a compensable loss; and

(f) whether the members of the Class have sustained damages, and the proper measure of damages.

100. Plaintiff will fairly and adequately protect the interests of the members of the Class and have retained counsel competent and experienced in class actions and securities litigation. Plaintiff has no interest that conflicts with the interests of the Class.

101. A class action is superior to all other available methods for the fair and efficient adjudication of this action. Joinder of all Class members is impracticable. Additionally, the damage suffered by some individual Class members may be small relative to the burden and expense of individual litigation, making it practically impossible for such members to redress individually the wrongs done to them. There will be no difficulty in the management of this action as a class action.

XII. CAUSES OF ACTION

COUNT I

VIOLATIONS OF SECTION 11 OF THE SECURITIES ACT
(Against all Defendants other than Apax Partners)

102. This Count, relating to the allegations set forth ¶¶14-77 *supra*, is brought pursuant to §11 of the Securities Act, 15 U.S.C. § 77k, on behalf of all members of the Class who purchased or otherwise acquired the common stock sold pursuant or traceable to the IPO and/or the Secondary Offering, and who were damaged thereby. With respect to the IPO, this Count is asserted against the Bankrate Defendants, the Director Defendants, and the Underwriter Defendants. With respect to the Secondary Offering, this Count is asserted against the Bankrate Defendants, the Director Defendants, and the Underwriter Defendants (excluding Credit Suisse, Stephens and Stifel).

103. This Count expressly excludes and disclaims any allegation that could be construed as alleging fraud or intentional or reckless conduct, as this Count is solely based on claims of strict liability and/or negligence of the Securities Act. For purposes of asserting this Count, Plaintiff does not allege that Defendants acted with scienter or fraudulent intent, which are not elements of a Section 11 claim.

104. Liability under this Count is predicated on the Bankrate Defendants and the Director Defendants signing of the IPO Registration Statement and the Secondary Registration Statement (and in the case of Defendants Pinola and Tieng being named with their consent in the IPO Registration Statement as about to become a Bankrate Director), and all Defendants' respective participation in the IPO and Secondary Offering, which were conducted pursuant to the IPO Offering Materials and the Secondary Offering Materials, respectively. The IPO Offering Materials and the Secondary Offering Materials were false and misleading, contained untrue statements of material facts, omitted to state facts necessary to make the statements not misleading, and omitted to state material facts required to be stated therein concerning *inter alia* the purported "high quality" of the insurance leads that Bankrate sold to its customers.

105. Less than one year has elapsed since the time that Plaintiff discovered, or could reasonably have discovered, the facts upon which this Complaint is based. Less than three years has elapsed since the time that the securities at issue in this Complaint were bona fide offered to the public.

106. By reason of the foregoing, the Defendants named in this Count are each jointly and severably liable for violations of Section 11 of the Securities Act to Plaintiff and the other members of the Class pursuant to Section 11(e).

COUNT II

VIOLATIONS OF SECTION 12(a)(2) OF THE SECURITIES ACT (Against Bankrate, Apax Partners, and the Underwriter Defendants)

107. This Count, relating to the allegations set forth in ¶¶14-77 *supra*, is brought pursuant to Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77k, on behalf of all members of the Class who purchased or otherwise acquired Bankrate stock in the IPO and/or the Secondary Offering, and who were damaged thereby. With respect to the IPO, this Count is asserted against Bankrate, Apax Partners and the Underwriter Defendants. With respect to the Secondary Offering, this Count is asserted against Bankrate, Apax Partners and the Underwriter Defendants (except Credit Suisse, Stephens and Stifel).

108. This Count expressly excludes and disclaims any allegation that could be construed as alleging fraud or intentional or reckless conduct, as this Count is solely based on claims of strict liability and/or negligence of the Securities Act. For purposes of asserting this Count, Plaintiff does not allege that Defendants acted with scienter or fraudulent intent, which are not elements of a Section 12(a)(2) claim.

109. Bankrate was a statutory seller of Bankrate stock that was registered in the IPO pursuant to the IPO Registration Statement and sold pursuant to the IPO Prospectus, and of Bankrate stock that was registered in the Secondary Offering pursuant to the Secondary Offering Registration Statement and sold pursuant to the Secondary Offering Prospectus. Bankrate signed the IPO and Secondary Offering Registration Statements, assisted in preparing the IPO and Secondary Offering Materials, participated in the selection of the Underwriter Defendants, and sold 12,500,000 shares in the IPO. In sum, Bankrate was a seller, offeror, and/or solicitor of sales of the securities that were sold in the IPO and in the Secondary Offering pursuant to the IPO Prospectus and the Secondary Offering Prospectus.

110. Apax Partners was a statutory seller of Bankrate stock that was registered in the IPO pursuant to the IPO Registration Statement and sold by means of the IPO Prospectus, and of Bankrate stock that was registered in the Secondary Offering pursuant to the Secondary Offering Registration Statement and sold by means of the Secondary Offering Prospectus. Apax Partners was motivated by raising millions of dollars in proceeds by registering and selling Bankrate stock in the IPO and in the Secondary Offering. By means of the IPO and Secondary Offering prospectuses, Apax Partners sold 6,782,929 shares of Bankrate stock in the IPO and 12,235,835 shares of Bankrate stock in the Secondary Offering, reaping more than $230 million in proceeds. Apax Partners' agents on the Bankrate Board signed the IPO and Secondary Offering Registration Statements, assisted in preparing the IPO and Secondary Offering Materials, and participated in the selection of the Underwriter Defendants. In sum, Apax Partners was a seller, offeror, and/or solicitor of sales of the securities that were sold in the IPO and in the Secondary Offering by means of the IPO and Secondary Offering Prospectuses.

111. The Underwriter Defendants were statutory sellers of Bankrate stock that was registered in the IPO pursuant to the IPO Registration Statement and sold by means of the IPO Prospectus, and of Bankrate stock that was registered in the Secondary Offering pursuant to the Secondary Offering Registration Statement and sold by means of the Secondary Offering Prospectus. By means of the IPO and Secondary Offering prospectuses, the Underwriter Defendants sold 32,500,000 shares of Bankrate stock that were registered in the IPO and in the Secondary Offering to members of the Class. The Underwriter Defendants were at all relevant times motivated by their own financial interests. In sum, the Underwriter Defendants were sellers, offerors, and/or solicitors of sales of the securities that were sold in the IPO and in the Secondary Offering by means of the IPO and Secondary Offering Prospectuses.

112. The IPO and Secondary Offering Materials, including the incorporated IPO and Secondary Offering Prospectuses, contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts, as set forth in the charts provided herein. These statements include *inter alia* representations concerning the purported "high quality" of the insurance leads that Bankrate sold to its customers.

113. Less than one year has elapsed since the time that Plaintiff discovered, or could reasonably have discovered, the facts upon which this Complaint is based. Less than three years has elapsed since the time that the securities at issue in this Complaint were bona fide offered to the public.

114. By reason of the foregoing, Bankrate, Apax Partners, and the Underwriter Defendants are liable for violations of Section 12(a)(2) of the Securities Act to Plaintiff and the other members of the Class who purchased stock in the IPO and/or in the Secondary Offering, and who were damaged thereby.

COUNT III

VIOLATIONS OF SECTION 15 OF THE SECURITIES ACT
(Against the Officer Defendants)

115. This Count, relating to the allegations set forth in ¶¶14-77 *supra*, is asserted against Defendants Evans and DiMaria for violations of Section 15 of the Securities Act, 15 U.S.C. § 77o, on behalf of Plaintiff and the other members of the Class who have asserted claims pursuant to Sections 11 and 12(a)(2) of the Securities Act set forth above.

116. This Count expressly excludes and disclaims any allegation that could be construed as alleging fraud or intentional or reckless conduct, as this Count is solely based on claims of strict liability and/or negligence of the Securities Act. For purposes of asserting this

Count, Plaintiff does not allege that Defendants Evans and DiMaria acted with scienter or fraudulent intent, which are not elements of a Section15 claim.

117. Defendants Evans and DiMaria were at all relevant times controlling persons of Bankrate within the meaning of Section 15 of the Securities Act. Each of the Officer Defendants served as the most senior executive officers of Bankrate prior to and/or at the time of the IPO and the Secondary Offering. The Officer Defendants participated at all relevant times in the operation and management of Bankrate, and conducted and participated, directly and indirectly, in the conduct of Bankrate's business affairs. As officers of a publicly owned company, Defendants Evans and DiMaria had a duty to disseminate accurate and truthful information with respect to Bankrate's financial condition and results of operations. Because of their positions of control and authority as officers of Bankrate, the Officer Defendants were able to, and did, control the contents of the IPO Offering Materials and the Secondary Offering Materials, which contained materially untrue financial information and omissions.

118. By reason of the foregoing, Defendants Evans and DiMaria are liable under Section 15 of the Securities Act, to the same extent that Bankrate is liable under Sections 11, 12(a)(2) of the Securities Act, to Plaintiff and the other members of the Class.

COUNT IV

VIOLATIONS OF SECTION 15 OF THE SECURITIES ACT
(Against Apax Partners)

119. This Count, relating to the allegations set forth in ¶¶14-77 *supra*, is asserted against Defendant Apax Partners for violations of Section 15 of the Securities Act, 15 U.S.C. § 77o, on behalf of Plaintiff and the other members of the Class who have asserted claims pursuant to Sections 11 and 12(a)(2) of the Securities Act set forth above.

120. This Count expressly excludes and disclaims any allegation that could be

construed as alleging fraud or intentional or reckless conduct, as this Count is solely based on claims of strict liability and/or negligence of the Securities Act. For purposes of asserting this Count, Plaintiff does not allege that Defendant Apax Partners acted with scienter or fraudulent intent, which are not elements of a Section15 claim.

121. Defendant Apax Partners was at all relevant times a controlling person within the meaning of Section 15 of the Securities Act of: (i) Defendant Bankrate and (ii) the four Board members that Apax Partners employed and designated to the Bankrate Board, Defendants Brody, Stahl, Tieng, and Truwit. Each of these Defendants is liable pursuant to Section 11 of the Securities Act, as alleged in Count I.

122. Defendant Apax Partners was a controlling person of Bankrate through its ownership of a majority of Bankrate's outstanding voting stock to the Bankrate Board. Immediately prior to the IPO, Apax Partners controlled more than 85% of Bankrate's outstanding stock. Immediately prior to the Secondary Offering, Apax Partners controlled more than 65% of Bankrate's outstanding stock. As acknowledged in the Offering Materials, Bankrate was at all relevant times a "controlled company" because more than 50% of its outstanding voting power was held by funds that were controlled by Apax Partners. The Offering Materials also acknowledged that even if Apax Partners' equity in the Company would fall below 50% (which it never did), Apax Partners would continue to have the ability to "significantly influence or effectively control" Bankrate's decisions.

123. Defendant Apax Partners was also controlling person of Bankrate through its designation of Apax Partners employees as its agents to the Bankrate Board. Bankrate never had a majority of independent Directors during the Class Period and, as a "controlled company," elected not to have an independent compensation committee, nominating committee or corporate

governance as otherwise required by the New York Stock Exchange listing requirements. As a result, Apax Partners at all relevant times had a corporate veto power over the IPO and the Secondary Offering, as well as executive compensation, Board nominations, significant corporate governance matters, and the continued employment and remuneration of Bankrate's most senior executives, Defendants Evans and DiMaria. Moreover, through its agents on the Board, Defendant Apax Partners had access to all reports, agendas, and other information available to the Bankrate Board, participated in the preparation and dissemination of the Offering Materials, and controlled whether Bankrate would undertake the IPO and Secondary Offering.

124. In addition to controlling Bankrate, Defendant Apax Partners was also a controlling person of its agents on the Bankrate Board, Defendants Brody, Stahl, Tieng, and Truwit. Specifically, Apax Partners was the direct employer of these Defendants and controlled the manner in which these Defendants voted as Bankrate Directors, including on whether Bankrate would undertake the IPO and Secondary Offering.

125. By reason of its control of Defendants Bankrate, Brody, Stahl, Tieng, and Truwit, Defendant Apax Partners was able to, and did, control the contents of the IPO Registration Statement, the Secondary Offering Registration Statement, and the incorporated prospectuses, which contained materially untrue and misleading information and omitted material facts.

126. By reason of the foregoing, Defendants Apax Partner is liable under Section 15 of the Securities Act, to the same extent that Defendants Bankrate, Brody, Stahl, Tieng, and Truwit are liable under Sections 11, 12(a)(2) of the Securities Act, to Plaintiff and the other members of the Class.

COUNT V

VIOLATIONS OF SECTION 10(b) OF THE EXCHANGE ACT AND RULE 10b-5 PROMULGATED THEREUNDER
(Against the Bankrate Defendants)

127. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

128. During the Class Period, Defendants Bankrate, Evans and DiMaria carried out a plan, scheme and course of conduct which was intended to, and throughout the Class Period, did: (i) deceive the investing public regarding Bankrate's business, operations, management and the intrinsic value of Bankrate securities; (ii) enabled Defendants to artificially inflate the price of Bankrate securities; (iii) enabled the Officer Defendants to sell almost $10 million of their privately-held Bankrate shares during the Class Period and while in possession of material adverse non-public information about the Company; and (iv) caused Plaintiff and other members of the Class to purchase Bankrate securities at artificially inflated prices. In furtherance of this unlawful scheme, plan and course of conduct, Defendants jointly and individually (and each of them) took the actions set forth herein.

129. Defendants (1) employed devices, schemes, and artifices to defraud; (2) made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (3) engaged in acts, practices, and a course of business that operated as a fraud or deceit upon the purchasers of the Company's securities during the Class Period in an effort to maintain artificially high market prices for Bankrate securities in violation of Section 10(b) of the Exchange Act and Rule 10b-5. Defendants are sued as primary participants in the wrongful and illegal conduct charged herein. The Officer Defendants are also sued as controlling persons as alleged below.

130. Defendants, individually and in concert, directly and indirectly, by the use, means or instrumentalities of interstate commerce and/or of the mails, engaged and participated in a continuous course of conduct to conceal adverse material information about the business, operations and future prospects of Bankrate as specified herein.

131. Defendants employed devices, schemes and artifices to defraud, while in possession of material adverse non-public information and engaged in acts, practices, and a course of conduct as alleged herein in an effort to assure investors of Bankrate's value and performance and continued substantial growth, which included the making of, and the participation in the making of, untrue statements or material facts and omitting to state material facts necessary in order to make the statements made about Bankrate and its business operations and future prospects in light of the circumstances in which they were made, not misleading, as forth more particularly herein, and engaged in transactions, practices and a course of business which operated as a fraud and deceit upon the purchasers of Bankrate securities during the Class Period.

132. Defendant Bankrate is liable for all materially false and misleading statements made during the Class Period, as alleged above, including without limitation the false and misleading statements in:

a. Bankrate's IPO Registration Statement

b. Bankrate's IPO Prospectus

c. Bankrate's August 10, 2011 analyst conference call

d. Bankrate's October 27, 2011 analyst conference call

e. Bankrate's Secondary Offering Registration Statement

f. Bankrate's Secondary Offering Prospectus

g. Bankrate's February 6, 2012 analyst conference call

h. Bankrate's 2011 10-K

i. Bankrate's May 1, 2012 analyst conference call

j. Bankrate's 2012 10Q/1

k. Bankrate's July 31, 2012 analyst conference call

l. Bankrate's 2012 10Q/2

133. Bankrate is liable for the false and misleading statements made by Bankrate officers during conference calls with investors and analysts as the maker of such statements and under the principle of respondeat superior.

134. Defendants Evans and DiMaria, as the most senior officers of the Company, are liable as direct participants in the wrongs complained of herein. Through their high-ranking positions of control and authority as the most senior executive officers of the Company, each of these Defendants was able to control, and did directly control, the content of the public statements disseminated by Bankrate. Defendants Evans and DiMaria had direct involvement in the daily business of the Company and participated in the preparation and dissemination of Bankrate's materially false and misleading statements set forth above.

135. In addition, Defendants Evans and DiMaria are liable for, among other material omissions and false and misleading statements, the false and misleading statements and omissions they made as follows:

Defendant Evans:

a. Defendant Evans signed the IPO Registration Statement, the Secondary Offering Registration Statement, and the 2011 10-K, and certifications pursuant to Section 302 of the Sarbanes-Oxley Act attached to all Forms 10-Q and 10-K during the Class Period.

b. Defendant Evans made statements during numerous conference calls and other public conferences, and in press releases and annual reports to investors during the Class Period as alleged herein, including calls, conferences, press releases and

annual reports on August 10, 2011, October 27, 2011, February 6, 2012, May 1, 2012, June 19, 2012, and July 31, 2102.

Defendant DiMaria

a. Defendant DiMaria signed the IPO Registration Statement, the Secondary Offering Registration Statement, the 2011 10-K, the 2012 10Q/1 and 2012 10Q/2, and certifications pursuant to Section 302 of the Sarbanes-Oxley Act attached to all Forms 10-Q and 10-K during the Class Period.

b. Defendant DiMaria made statements during numerous conference calls and other public conferences, and in press releases and annual reports to investors during the Class Period as alleged herein, including calls, conferences, press releases and annual reports on August 10, 2011 and June 6, 2012.

136. Defendants Evans and DiMaria profited from making these false and misleading statements and omissions through their insider stock sales of Bankrate stock at artificially inflated stock prices—Evans' proceeds during the Class Period were $4,692,189; DiMaria's proceeds were $4,990,028.

137. The allegations in this Complaint establish a strong inference that Defendants acted with scienter throughout the Class Period in that they had actual knowledge of the misrepresentations and omissions of material facts set forth herein, or acted with reckless disregard for the truth in that they failed to ascertain and disclose such facts. Defendants' misrepresentations and omissions were done knowingly or with recklessness for the purpose and effect of concealing Bankrate's operating condition and future business prospects from the investing public and supporting the artificially inflated price of Bankrate's securities. As demonstrated by Defendants' material misstatements and omissions throughout the Class Period, if Defendants did not have actual knowledge of the misrepresentations and omissions alleged herein, they were reckless in failing to obtain such knowledge by recklessly refraining from taking those steps necessary to discover whether their statements were false or misleading, even though such facts were available to them. Specifically, Defendants knew or recklessly

disregarded that Bankrate was selling large volumes of poor quality insurance leads, as described more fully above.

138. Plaintiff and the other members of the Class have suffered damages in that, in direct reliance on the integrity of the market in which the securities trade and/or the material false and misleading statements and omissions made by Defendants, they paid artificially inflated prices for Bankrate common stock, which inflation was removed from the stock when the true facts became known. Plaintiff and the other members of the Class would not have purchased Bankrate common stock at the prices they paid, or at all, if they had been aware that the market price had been artificially and falsely inflated by Defendants' misleading statements.

139. By virtue of the foregoing, Defendants have violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder.

140. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and the other members of the Class suffered damages in connection with their respective purchases of Bankrate securities during the Class Period.

COUNT VI

FOR VIOLATIONS OF SECTION 20(a) OF THE EXCHANGE ACT (Against the Officer Defendants)

141. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

142. Defendants Evans and DiMaria acted as controlling persons of Bankrate within the meaning of Section 20(a) of the Exchange Act, as alleged herein. By reason of their high-level positions of control and authority as the Company's most senior officers and, in the case of Evans also as a Bankrate Director, the Officer Defendants had the power and authority to influence and control, and did influence and control, the decision-making and activities of the

Company and its employees, and to cause the Company to engage in the wrongful conduct complained of herein. The Officer Defendants were able to and did influence and control, directly and indirectly, the content and dissemination of the public statements made by Bankrate during the Class Period, thereby causing the dissemination of the false and misleading statements and omissions of material facts as alleged herein. Defendants were provided with or had unlimited access to copies of the Company's press releases, public filings and other statements alleged by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or case the statements to be corrected.

143. In their capacities as Bankrate's most senior corporate officers, and as more fully described above, Defendants Evans and DiMaria had direct and supervisory involvement in the day-to-day operations of the Company and, therefore, are presumed to have had the power to control or influence the particular transactions giving rise the securities law violations as alleged herein. Defendants Evans and DiMaria signed Bankrate SEC filings and Sarbanes-Oxley certifications, and were directly involved in providing false information and certifying and/or approving the false statements disseminated by Bankrate during the Class Period.

144. By virtue of their positions as controlling persons of Bankrate and as a result of their own aforementioned conduct, Defendants Evans and DiMaria, together and individually, are liable pursuant to Section 20(a) of the Exchange Act, jointly and severally with, and to the same extent as the Company is liable under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder. Moreover, as detailed above, during the time that Defendants Evans and DiMaria served as Bankrate's most senior officers, each of these Defendants was culpable for the material misstatements and omissions made by Bankrate, including such misstatements as

to the quality of Bankrate's insurance leads, as set forth above.

145. As a direct and proximate result of these Defendants' misconduct, Plaintiff and the other members of the Class suffered damages in connection with their purchases or acquisitions of Bankrate securities during the Class Period.

XIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for relief and judgment as follows:

(a) Declaring that this action is a proper class action and certifying Plaintiff as class representative under Rule 23 of the Federal Rules of Civil Procedure;

(b) Awarding compensatory damages in favor of Plaintiff and the other Class members against all Defendants, jointly and severally, for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;

(c) Awarding Plaintiff and the other members of the Class their reasonable costs and expenses incurred in this action, including attorneys' fees and expert fees; and

(d) As to the claims set forth under the Securities Act (Sections 11, 12(a)(2) and/or 15), awarding rescission or a recessionary measure of damages; and

(e) Awarding such other and further relief as the Court may deem just and proper.

XIV. JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: October 10, 2013

BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP

Gerald H. Silk
Avi Josefson
Jeroen van Kwawegen
1285 Avenue of the Americas, 38th Floor
New York, NY 10019
Tel: (212) 554-1400
Fax: (212) 554-1444

Attorneys for Plaintiff Arkansas Teacher Retirement System