

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

ROSEMARIE RIVALI, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

SHUTTERFLY, LLC, a Delaware Limited Liability  
Company, and DOES 1 – 50, inclusive,

Defendant.

Case No. 37-2023-00019221-CU-BT-NC

IF YOU MADE PURCHASES FROM SHUTTERFLY.COM  
BETWEEN APRIL 1, 2018 AND AUGUST 25, 2023,  
YOU MAY BE ELIGIBLE TO RECEIVE A  
**VOUCHER FOR UP TO \$25 OFF ANY ONLINE PURCHASE**  
USABLE TOWARD FUTURE PURCHASES AT SHUTTERFLY.COM.

*A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.*

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of California, County of San Diego (“Action”). If the Court gives final approval to the Settlement, Shutterfly, LLC (“Shutterfly”) will provide, for each Class Member<sup>1</sup> who made a Qualifying Purchase during the Class Period and properly and timely completes and submits a Claim Form, one Voucher which may be applied for up to \$25.00 toward any purchase at Shutterfly.com. Class Members who do nothing in response to the Notice may receive one Direct Benefit Voucher which may be applied for up to \$5.00 toward any purchase at Shutterfly.com.

**Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available [HERE](#).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>SUBMIT A CLAIM FORM</b>	<b>If you received direct Notice of this Settlement via email or otherwise and made one or more Qualifying Purchase(s) between April 1, 2018 and August 25, 2023 (the “Class Period”):</b> you will receive one (1) Voucher after completion of a Claim Form. Visit the Settlement Website, located at <a href="http://www.SFDiscountSettlement.com">www.SFDiscountSettlement.com</a> , to obtain a Claim Form.	Deadline: <b>February 5, 2024</b>
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive a Voucher under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Shutterfly for the allegations in the Action ever again.	Deadline: <b>February 5, 2024</b>
<b>OBJECT</b>	You may file a written objection telling the Court why you object to (i.e., don’t like) the Settlement and think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: <b>February 5, 2024</b>
<b>GO TO THE “FAIRNESS HEARING”</b>	<p>The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Named Plaintiff’s request for a service award for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a “Notice of Intention to Appear” indicating your intent to do so.</p>	Hearing Date and Time: <b>February 9, 2024 at 1:30 p.m.</b>
<b>DO NOTHING</b>	<b>If you received direct Notice of this Settlement via email and made one or more Qualifying Purchase(s) during the Class Period:</b> if you do nothing, and the Court approves the Settlement, you will receive one (1) Direct Benefit Voucher in the amount of \$5.00. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Action.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

## WHAT THIS NOTICE CONTAINS

<b>BACKGROUND INFORMATION.....</b>	<b>PAGE 3</b>
1. Why did I get this notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a Settlement?	
5. How do I know if I am part of the Settlement?	
6. I'm still not sure if I am included.	
<b>THE PROPOSED SETTLEMENT .....</b>	<b>PAGE 4</b>
7. What relief does the Settlement provide to the Class Members?	
<b>HOW TO RECEIVE A VOUCHER – SUBMITTING A CLAIM FORM .....</b>	<b>PAGE 4</b>
8. How can I get a Voucher(s)?	
9. When will I get my Voucher(s)?	
<b>THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFF.....</b>	<b>PAGE 5</b>
10. Do I have a lawyer in this case?	
11. How will the lawyers be paid?	
12. Will the Named Plaintiff receive any compensation for her efforts in bringing this Action?	
<b>DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS .....</b>	<b>PAGE 6</b>
13. What am I giving up to obtain relief under the Settlement?	
<b>HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....</b>	<b>PAGE 7</b>
14. How do I exclude myself from the Settlement?	
<b>HOW TO OBJECT TO THE SETTLEMENT .....</b>	<b>PAGE 7</b>
15. How do I tell the Court that I disagree with the Settlement?	
16. What is the difference between excluding myself and objecting to the Settlement?	
<b>FAIRNESS HEARING .....</b>	<b>PAGE 8</b>
17. What is the Fairness Hearing?	
18. When and where is the Fairness Hearing?	
19. May I speak at the hearing?	
<b>ADDITIONAL INFORMATION .....</b>	<b>PAGE 9</b>
20. How do I get more information?	
21. What if my address or other information has changed or changes after I submit a Claim Form?	

## BACKGROUND INFORMATION

### 1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

### 2. What is this lawsuit about?

Plaintiff Rosemarie Rivali (the “Named Plaintiff”) filed a lawsuit (the “Action”) against Shutterfly, LLC (“Shutterfly”), on behalf of herself and all others similarly situated. The Action alleges that Shutterfly engaged in deceptive advertising by advertising purportedly improper discounts on merchandise sold in its e-commerce store, Shutterfly.com.

Shutterfly denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Shutterfly further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Named Plaintiff’s claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

### 3. Why is this a class action?

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Rosemarie Rivali) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this Action, Shutterfly, LLC, is called the Defendant.

### 4. Why is there a Settlement?

The Named Plaintiff has made claims against Shutterfly. Shutterfly denies that it has done anything wrong or illegal and admits no liability. The Court has not decided that the Named Plaintiff or Shutterfly should win this Action. Instead, both sides agreed to the Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

### 5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All persons, within the United States, who, within the Class Period (April 1, 2018 until August 25, 2023), purchased from Shutterfly’s e-commerce website (www.shutterfly.com), one or more products at discounts from an advertised reference price and who have not received a refund or credit. Excluded from the Class is Shutterfly’s Counsel, Shutterfly’s officers directors and employees, and the judge presiding over the Action.

### 6. I’m still not sure if I am included.

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is info@SFDisc Settlement.com and the U.S. postal (mailing) address is:

Rivali v Shutterfly, LLC  
c/o Analytics Consulting LLC  
P.O. Box 2010  
Chanhausen MN 55317-2010

## THE PROPOSED SETTLEMENT

### 7. What relief does the Settlement provide to the Class Members?

Shutterfly has agreed to provide each Class Member who timely submits a valid Claim Form by the Response Deadline, one (1) Voucher which may be applied for up to \$25.00 toward any purchase at Shutterfly.com.

Shutterfly has further agreed to provide to each Class Member who does not submit a Claim Form by the Response Deadline one (1) Direct Benefit Voucher which may be applied for up to \$5.00 toward any purchase at Shutterfly.com.

Both Vouchers and Direct Benefit Vouchers will apply to the purchase prices that Shutterfly offers to the general public, will be transferable to others without restriction, and will be usable in conjunction with an available free shipping code. They will not be usable with other voucher or discount codes, will expire after one year after issuance, and will have no residual value if the amount redeemed is less than the voucher amount.

### HOW TO RECEIVE A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM

### 8. How can I get a Voucher(s)?

If you received Notice of this Settlement and wish to receive a Voucher for \$25.00, you must complete a Claim Form.

If you choose to do nothing, and do not object or exclude yourself from the Settlement, you will automatically receive a Direct Benefit Voucher for \$5.00

A Claim Form is available by clicking [HERE](#) or on the Internet at the website [www.SFDiscountSettlement.com](http://www.SFDiscountSettlement.com). The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the Claim Form, and postmark it by **February 5, 2024** or submit it online on or before 11:59 p.m. (Pacific) on **February 5, 2024**.

### 9. When will I get my Voucher(s)?

As described in Sections 17 and 18 below, the Court will hold a hearing on **February 9, 2024 at 1:30 p.m.**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when the appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at [www.SFDiscountSettlement.com](http://www.SFDiscountSettlement.com). *Please be patient.*

### THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFF

### 10. Do I have a lawyer in this case?

The Court has ordered that the law firms of Lynch Carpenter, LLP and Keller Postman LLC (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers’ services. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 11. How will the lawyers be paid?

Shutterfly has agreed to pay Class Counsel’s attorneys’ fees, costs, and an Individual Settlement Award up to \$2,400,000.00, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs. Please see paragraphs 2.5 and 2.6 of the Settlement Agreement, available [HERE](#), for additional details.

### 12. Will the Named Plaintiff receive any compensation for their efforts in bringing this Action?

The Named Plaintiff will request a service award of up to \$12,500 total for her service as Class representative and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiff.

## DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

### 13. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Shutterfly. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Shutterfly regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website [www.SFDiscountSettlement.com](http://www.SFDiscountSettlement.com) contains the full terms of the release.

### 14. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating: (a) the name and case number of the Action; (b) your full name, address, telephone number, and any email address(es) you may have used making purchases on shutterfly.com; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than **February 5, 2024** to the Claims Administrator at:

Rivali v Shutterfly, LLC  
c/o Analytics Consulting LLC  
P.O. Box 2010  
Chanhassen, MN 55317-2010

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Voucher or a Direct Benefit Voucher under the Settlement, you will not be bound by the Judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Shutterfly based on the conduct complained of in the Action.

### 15. How do I tell the Court that I disagree with the Settlement?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider Class Counsel's request for an award of attorneys' fees and costs, and the Individual Settlement award to the Named Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file a written objection with the Court and deliver copies of the written objection to the Claims Administrator, Class Counsel, and Shutterfly's Counsel at the addresses set forth below no later than (i.e., postmarked by) **February 5, 2024**.

<p><b>Claims Administrator</b> Rivali v Shutterfly, LLC c/o Analytics Consulting LLC P.O. Box 2010 Chanhassen, MN 55317-2010</p>	<p><b>Class Counsel</b> Todd D. Carpenter, Esq. James B. Drimmer, Esq. LYNCH CARPENTER, LLP 1350 Columbia Street Suite 603 San Diego, CA 92101  Warren Postman, Esq. KELLER POSTMAN LLC 1100 Vermont Ave, N.W. 12th Floor Washington DC 20005</p>	<p><b>Shutterfly's Counsel</b> Robert J. Herrington, Esq. GREENBERG TRAURIG 1840 Century Park East Suite 1900 Los Angeles, CA 90067</p>
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Any written objections must contain: (a) the name and case number of the Action; (b) the Class Member's full name, address, telephone number, and email address(es) he or she believes was used to make a Qualifying Purchase; (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the legal and factual arguments supporting the objection; (e) facts supporting the person's status as a Class Member (e.g., the date

and location of his/her Qualifying Purchases and description of the item(s) purchased); (f) the Class Member's signature and the date; and (g) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

**16. What is the difference between excluding myself and objecting to the Settlement?**

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FAIRNESS HEARING**

**17. What is the Fairness Hearing?**

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Representative Plaintiff. You may attend, but you do not have to.

**18. When and where is the Fairness Hearing?**

On **February 9, 2024 at 1:30 p.m.** Pacific Standard Time, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Hon. Cynthia A. Freeland in Courtroom N-47 of the Superior Court of California, County of San Diego, located at 325 S. Melrose Dr, Vista, CA 92081. The hearing may be postponed to a different date or time or location without notice. Please check [www.SFDiscountSettlement.com](http://www.SFDiscountSettlement.com) for any updates about the Settlement generally, or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

**19. May I speak at the hearing?**

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

## ADDITIONAL INFORMATION

### 20. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, please visit the Settlement Website located at: [www.SFDiscountSettlement.com](http://www.SFDiscountSettlement.com). Alternatively, you may contact the Claims Administrator at the email address: [info@SFDiscountSettlement.com](mailto:info@SFDiscountSettlement.com) or the U.S. postal (mailing) address:

Rivali v Shutterfly, LLC  
c/o Analytics Consulting LLC  
P.O. Box 2010  
Chanhassen, MN 55317-2010  
Email: [info@SFDiscountSettlement.com](mailto:info@SFDiscountSettlement.com)  
Phone: (888) 691-8270

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit <https://roa.sdcourt.ca.gov/roa/> or the Clerk's office at 325 South Melrose Dr., Vista, CA 92081. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

### 21. What if my address or other information has changed or changes after I submit a Claim Form?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Rivali v Shutterfly, LLC  
c/o Analytics Consulting LLC  
P.O. Box 2010  
Chanhassen, MN 55317-2010  
Email: [info@SFDiscountSettlement.com](mailto:info@SFDiscountSettlement.com)

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**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

Dated: October 24, 2023

By: Order of the Superior Court of California

HONORABLE CYNTHIA A. FREELAND  
SUPERIOR COURT JUDGE