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**F I L E D**  
Clerk of the Superior Court

D. FEB 16 2024

By: M. Garland

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

~~CAP~~ [PROPOSED] FINAL JUDGMENT

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement<sup>1</sup> entered between Rosemarie Rivali ("Plaintiff") and Shutterfly, LLC ("Shutterfly" or "Defendant") and the Court's Order Granting Final Approval of Class Settlement.

**IT IS ORDERED AND ADJUDGED THAT:**

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification, for purposes of Settlement only, of a Class defined as: All persons, within the United States, who, within the Class Period (April 1, 2018 until the date of Preliminary Approval), 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

<sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement. (ROA No. 12, Ex. 1.)

1 presiding over the Action. All persons who satisfy the Class definition above are "Class Members."

2 However, persons who timely submitted valid requests for exclusion are not Class Members.

3         2.         In the Order Granting Final Approval of Class Settlement, the Court found that the  
4 Notice to Class Members provided through email (for Class Members for whom Shutterfly had a  
5 valid email address) and print advertisement was made in compliance with Section 3.3 of the  
6 Settlement Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f).

7         3.         Plaintiff Rosemarie Rivali is awarded \$12,500 as an Individual Settlement Award.

8         4.         Class Counsel (Lynch Carpenter, LLP and Keller Postman LLC) is awarded  
9 \$2,400,000 in attorneys' fees, costs and Class administration costs.

10         5.         Shutterfly shall provide each Class Member who timely submits a valid Claim  
11 Form by the Response Deadline and who does not exclude themselves from the Settlement, one  
12 (1) Voucher. Shutterfly shall provide to each Class Member who does not submit a Claim Form by  
13 the Response Deadline, and who does not exclude themselves from the Settlement, one (1) Direct  
14 Benefit Voucher.

15         6.         All Class Members who did not validly and timely request to be excluded from the  
16 Settlement, and each of their respective successors, assigns, legatees, spouses, heirs, and personal  
17 representatives, shall waive and forfeit, and be deemed to have fully, finally and forever released  
18 and discharged all manner of action, causes of action, claims, demands, rights, suits, obligations,  
19 debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs,  
20 expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed  
21 or contingent, which they have or may have, arising out of or relating to any of the acts, omissions  
22 or other conduct that have or could have been alleged or otherwise referred to in the Complaint, or  
23 any preceding version thereof filed in the Action, including any and all claims related in any way  
24 to the advertisement of prices by Shutterfly or any of its subsidiaries or affiliates (including  
25 Unknown Claims, as defined in Section 1.35 of the Settlement Agreement) (collectively, "Class  
26 Released Claims," as defined in Section 1.10 of the Settlement Agreement) against Shutterfly and  
27 each of its direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related  
28 entities, predecessors, successors and assigns, partners, privities, and any of their present and former

1 directors, officers, employees, shareholders, agents, representatives, attorneys, accountants,  
2 insurers, and all persons acting by, through, under or in concert with it, or any of them (collectively  
3 "Released Parties").

4 As used in this release, the term "Unknown Claims" means with respect to the Class  
5 Released Claims only (as defined in Section 1.10 of the Settlement Agreement), Plaintiff and the  
6 Class Members expressly waive and relinquish, to the fullest extent permitted by law, the  
7 provisions, rights and benefits of Section 1542 of the California Civil Code, and any other similar  
8 provision under federal or state law, which provides:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
10 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
11 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
12 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
13 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
14 **DEBTOR OR RELEASED PARTY.**

15 As part of this Agreement, Plaintiff and the Class Members state that they fully understand  
16 that the facts on which the Settlement Agreement is to be executed may be different from the facts  
17 now believed by Plaintiff, Class Members and Class Counsel to be true, and expressly accept and  
18 assume the risk of this possible difference in facts, and agree that the Settlement Agreement will  
19 remain effective despite any difference in facts. Further, Plaintiff and the Class Members agree that  
20 this waiver is an essential and material term of this release and the Settlement that underlies it, and  
21 that without such waiver the Settlement would not have been accepted.

22 7. In addition to the releases made by the Class Members set forth above, Rosemarie  
23 Rivali makes the additional following general release of all claims, known or unknown: Rosemarie  
24 Rivali and her successors, assigns, legatees, spouses, heirs, and personal representatives release and  
25 forever discharge the Released Parties, from all manner of action, causes of action, claims,  
26 demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages,  
27 charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or  
28 unknown, in law or equity, fixed or contingent.

In addition, Rosemarie Rivali and her successors, assigns, legatees, spouses, heirs, and  
personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the

1 provisions, rights and benefits of Section 1542 of the California Civil Code, and any other similar  
2 provision under federal or state law, which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
5 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
6 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
8 **DEBTOR OR RELEASED PARTY.**

9 Rosemarie Rivali fully understands that the facts on which the Settlement Agreement is to  
10 be executed may be different from the facts now believed by Rosemarie Rivali and her Counsel to  
11 be true, and expressly accepts and assumes the risk of this possible difference in facts, and agrees  
12 that the Settlement Agreement will remain effective despite any difference in facts. Further,  
13 Rosemarie Rivali agrees that this waiver is an essential and material term of this release and the  
14 Settlement that underlies it, and that without such waiver the Settlement would not have been  
15 accepted.

16 8. All Class Members are bound by this Final Judgment, by the Order Granting Final  
17 Approval of Class Settlement, and by the terms of the Settlement Agreement.

18 NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the  
19 Clerk to enter this Final Judgment forthwith.

20 DATED: February 16, 2024

Cynthia A. Freeland  
21 SUPERIOR COURT JUDGE  
22 CYNTHIA A. FREELAND  
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