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F I L E D
Clerk of the Superior Court

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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT**

On February 16, 2024, this Court heard Plaintiff Rosemarie Rivali's motion for final approval of the Class¹ Settlement. This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement and Release ("Settlement Agreement"); (b) any objections filed with, or presented to, the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments. Based on this review and the findings below, the Court found good cause to grant the motion.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves it.

¹ 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 2. The Court also finds that extensive arm's-length negotiations have taken place, in
2 good faith, between Class Counsel and Shutterfly' Counsel resulting in the Settlement Agreement.
3 Parts of these negotiations were presided over by the experienced JAMS Mediator, Shirish Gupta.

4 3. The Settlement Agreement provides substantial value to the Class in the form of
5 Vouchers and Direct Benefit Vouchers.

6 4. Class Counsel provided Notice to Class Members in compliance with the
7 Settlement Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f). The
8 Notices: (i) fully and accurately informed Class Members about the Action and Settlement;
9 (ii) provided sufficient information so that Class Members could decide whether to accept the
10 benefits offered, opt-out and pursue their own remedies, or object to the Settlement; (iii) provided
11 procedures for Class Members to submit written objections to the proposed Settlement, to appear
12 at the Fairness Hearing, and to state objections to the proposed Settlement; and (iv) provided the
13 time, date, and place of the final Fairness Hearing.

14 5. The Parties adequately performed their obligations under the Settlement
15 Agreement.

16 6. For the reasons stated in the Preliminary Approval and Provisional Class
17 Certification Order, and having found nothing in any submitted objections that would disturb these
18 previous findings, this Court finds and determines that the proposed Class, as defined below, meets
19 all of the legal requirements for class certification, for Settlement purposes only, under California
20 Code of Civil Procedure § 382.

21 7. An award of \$2,400,000 in attorneys' fees, costs and an Individual Settlement
22 Award to Class Counsel is fair and reasonable in light of the nature of this Action, Class Counsel's
23 experience and efforts in prosecuting this Action, and the benefits obtained for the Class.

24 8. Incentive award to Named Plaintiff Rosemarie Rivali of \$12,500 is fair and
25 reasonable in light of: (a) Named Plaintiff's risks (including financial, professional, and emotional)
26 in commencing this Action as the Class Representative; (b) the time and effort spent by Named
27 Plaintiff in litigating this Action as the Class Representative; and (c) Named Plaintiff's public
28 interest service.

1 **IT IS ORDERED THAT:**

2 1. **Class Members.** The Class Members are defined as:

3 All persons, within the United States, who, within the Class Period (April 1, 2018
4 until the date of Preliminary Approval), purchased from Shutterfly's e-commerce
5 website (www.shutterfly.com), one or more products at discounts from an
6 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.

7 2. **Binding Effect of Order.** This Order applies to all claims or causes of action settled
8 under the Settlement Agreement, and binds all Class Members, including those who did not
9 properly request exclusion under Paragraph 7 of the Preliminary Approval and Provisional Class
10 Certification Order. This order does not bind persons who submitted timely and valid requests for
11 exclusion.

12 3. **Release.** Named Plaintiff and all Class Members who did not properly request
13 exclusion are: (a) deemed to have released and discharged Shutterfly from all claims arising out of,
14 or asserted in, this Action and claims released under the Settlement Agreement; and (b) barred and
15 permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these
16 claims. The full terms of the release described in this paragraph are set forth in Sections 1.10, 1.35,
17 2.10, 2.11 of the Settlement Agreement and are specifically incorporated herein by this reference.

18 4. **Class Relief.** Shutterfly shall provide each Class Member who timely submits a
19 valid Claim Form by the Response Deadline, one (1) Voucher. Shutterfly shall provide to each Class
20 Member who does not submit a Claim Form by the Response Deadline one (1) Direct Benefit
21 Voucher.

22 5. **Attorneys' fees and costs.** Class Counsel is awarded \$2,400,000 in fees, costs, and
23 Class administration costs. Payment shall be made pursuant to the timeline stated in Section 2.5 of
24 the Settlement Agreement.

25 6. **Incentive Awards.** Named Plaintiff Rosemarie Rivali is awarded \$12,500 total as
26 an Individual Settlement Award. Payment shall be made pursuant to the timeline stated in
27 Section 2.5 of the Settlement Agreement.

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7. **Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain jurisdiction over this Action and the Parties until final performance of the Settlement Agreement.

DATED: FEBRUARY 16, 2024

Cynthia A. Freeland
SUPERIOR COURT JUDGE
CYNTHIA A. FREELAND