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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MEGAN TAYLOR, on behalf of herself and  
those similarly situated,

Plaintiff,

v.

SHUTTERFLY, INC.,

Defendant.

CASE NO. 5:18-cv-00266-BLF

**PLAINTIFF'S SUPPLEMENTAL  
BRIEF IN SUPPORT OF MOTION  
FOR APPROVAL OF CLASS ACTION  
SETTLEMENT**

Plaintiff Megan Taylor (“Plaintiff”), by and through her counsel,<sup>1</sup> respectfully submits this supplemental memorandum in support of Plaintiff’s Motion for Approval of Class Action Settlement, which was filed on March 5, 2021 (Dkt. #94) (the “Motion”). The Settlement Agreement and its exhibits were attached as Exhibit 1 to the Declaration of Seth A. Safier in Support of the Motion (the “Safier Decl.”). (Dkt. #94-1). The Amended Settlement Agreement and its exhibits are attached as Exhibit A to the Supplemental Declaration of Seth A. Safier (the “Supp. Safier Decl.”), filed concurrently herewith (hereinafter, the “Amended Settlement”).

During the August 12, 2021 hearing on the Motion, the Court requested that the Parties address various issues in amendments to the Settlement Agreement and exhibits. The Parties did so, as described below. *See* Supp. Safier Decl., Ex. A.<sup>2</sup>

First, Plaintiff provides the following clarifications. The Court requested that the Benefit Notice include information about any limitations applicable to the use of the Promotional Code that Class Members will receive as part of the Settlement. That information is already included in Exhibit B4, which provides that “The Promotional Code shall be applied to the balance due, after applying any other promotional offers entered by the purchaser then applicable to the Shutterfly purchase, including the Shipping Code.” *See* Supp. Safier Decl., Ex. A at Exhibit B4. There are no other limitations. *Id.*

Second, the Court requested that any unclaimed funds go to a *cy pres* recipient rather than revert to the Defendant. Paragraph 4.6(c) of the Settlement Agreement already provides that “Cash Refunds must be negotiated within 180 days of issuance or they shall be void, and such

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the same definitions as set out in the Amended Settlement Agreement.

<sup>2</sup> A redlined copy of the Amended Settlement Agreement showing the changes made to the Settlement Agreement and the Exhibits is attached as Exhibit B to the Supp. Safier Decl. for the Court’s convenience.

1 unclaimed Cash Refunds shall be paid cy pres to the National Consumer's League." *See* Supp.  
2 Safier Decl., Ex. A at ¶ 4.6(c).

3 Third, the Court requested that the parties eliminate from the Settlement Agreement, and  
4 its exhibits, the requirement that any objector(s) disclose all prior objections, or state that there  
5 were none, in order to have a valid objection. The Parties have done so in the Amended  
6 Settlement Agreement. *See* Supp. Safier Decl., Ex. A at ¶ 7.6(b).

7 Finally, the Parties remedied the typos and blanks that the Court identified in the exhibits  
8 and Proposed Order.

9  
10 Given the above, Plaintiff respectfully requests that the Court now grant the Motion.

11 Respectfully submitted,

12 DATED: August 20, 2021

**GUTRIDE SAFIER LLP**

13  
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