UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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| MEGAN TAYLOR, individually and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>SHUTTERFLY, INC., and DOES 1-50,<br><br>Defendants. | CASE NO. 5:18-cv-00266-BLF<br><br>~~[PROPOSED]~~ **FINAL JUDGMENT** |

**WHEREAS**, on December 7, 2021, this Court, following a public hearing and after considering Plaintiff Megan Taylor's ("Plaintiff" or "Class Representative") Motion for Approval of Class Action Settlement, the terms and conditions of which are set forth in the Settlement Agreement filed with the Court on August 20, 2021 ("Settlement Agreement") (Dkt. 98-2), finally approved the Class Action Settlement (the "Final Approval Order") (Dkt. 106).

Good cause appearing as provided in the Final Approval Order, the Court hereby enters judgment approving the class action settlement.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. Upon the Effective Date, Class Representative and Class Members, including any person claiming derivative rights of the Class Representative or Class Member as such person's parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate, shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from the Released Claims. Upon the Effective Date, Class Representative and Class Members shall be forever barred from initiating, maintaining, or prosecuting any Released Claims against Released Parties. None of the Class Members releases claims to enforce the terms of the Settlement and none of the Class Members releases their rights to dispute or challenge, in any other proceeding, the validity or enforceability of any arbitration

agreement that may exist between such Class Member and Defendant.

2. "Released Claims" means all claims that were, or could have been, asserted in the Litigation that arise out of or relate to (i) the allegations that the Shutterfly General Spend Groupon promotions were false, misleading or deceptive, (ii) the allegations that Shutterfly committed breaches of contract or fraud in connection with the Shutterfly General Spend Groupon promotions, (iii) the allegations that Shutterfly is liable for damages or penalties for including and/or trying to enforce an unlawful or unenforceable arbitration agreement in its Terms of Use, or (iv) the allegations that Shutterfly engaged in unfair or unlawful business practices with respect to its General Spend Groupon promotions and/or the arbitration agreement in its Terms of Use. The Released Claims shall not release any Class Member's claims for personal injury against Defendant or the Released Parties or rights to enforce this Agreement.

3. In addition to the releases granted by Plaintiff in the prior section, upon the Effective Date, Plaintiff, her predecessors, successors, agents, assigns, attorneys and members of their families) on the one hand, and Released Parties on the other hand, shall have unconditionally, completely, and irrevocably released and forever discharged each other from and shall be forever barred from instituting, maintaining, or prosecuting any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, that Plaintiff, on the one hand, and Released Parties, on the other hand, have had in the past, or now have, whether or not related to the Released Claims.

4. By operation of this Order and Judgment, Plaintiff and Defendant shall with respect to the released claims set forth above in subsections 1 and 2, and Class Members shall with respect to the released claims set forth above in subsection 1, be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR

OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff, Defendant and Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases.

5. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with the Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind whatsoever to any other Party. Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under this Order and Judgment and the Settlement Agreement, or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of the persons or entities released under this Order and Judgment and the Settlement Agreement, in any proceeding in any court, administrative agency, or other tribunal. Defendant's agreement not to oppose the entry of this Order and Judgment shall not be construed as an admission or concession by Defendant that class certification was appropriate in the Litigation or would be appropriate in any other action.

6. Except as provided in this Order, Plaintiff shall take nothing against Defendant by his Complaint. This Order shall constitute a final judgment binding the Parties and Class Members with respect to this Litigation.

7. The Litigation is hereby dismissed on the merits and with prejudice and final judgment shall be entered thereon, as set forth in this Order.

8. Without affecting the finality of the judgment hereby entered, the Court reserves

jurisdiction over the implementation of the Settlement Agreement. In the event the Effective Date does not occur in accordance with the terms of the Settlement Agreement, then this Order and any judgment entered thereon shall be rendered null and void and shall be vacated, and in such event, all orders and judgments entered and releases delivered in connection herewith shall be null and void and the Parties shall be returned to their respective positions ex ante.

9. There is no just reason for delay in the entry of this Judgment, and immediate entry by the Clerk of the Court is expressly directed.

Dated: December 8, 2021

Hon. Beth Labson Freeman
U.S. Magistrate Judge