

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

Debbie Lei v. Zazzle Inc., Case No. 24CU027803N

If you purchased a product at a discount from Zazzle.com while residing in California, Washington, or Oregon during the time periods listed below, you may be entitled to compensation from a class action settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit alleging that Defendant deceptively advertised various discounts of its products on its website, Zazzle.com.
- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- Defendant has agreed to pay Settlement Benefits, and other expenses, as described below, to fully resolve and release the claims of all consumers who purchased one or more products at a purported discount on Zazzle.com, and whose purchases were: (1) made in the state of California or Washington from July 1, 2020 to September 25, 2023, or (2) made in the state of Oregon from July 1, 2023, to September 25, 2023. Excluded from the Settlement Class are persons who did not receive a purported discount on any of their Zazzle.com purchases, and instead paid the list prices for each item purchased.
- Under the terms of the Settlement, Settlement Class Members will each receive a **\$5.00** merchandise credit that can be applied towards any purchase made on Zazzle.com for a period of at least one year after it is distributed (“Settlement Voucher”). Settlement Class Members who spent more than \$35 on discounted Zazzle.com goods during the Class Period will automatically receive **\$10.00** worth of settlement vouchers. As an additional benefit, upon use of a Settlement Voucher when placing an order on Zazzle.com, Settlement Class Members will also receive a free one-month subscription of Zazzle Plus. In addition to these benefits, Defendant has also agreed to pay notice and administration costs, an incentive award of up to \$2,500 to the Class Representative, and reasonable attorneys’ fees and expenses of up to \$650,000, as approved by the Court. Payment of these costs and fees will not reduce the other benefits that Settlement Class Members will receive under the Settlement.
- Your legal rights may be affected whether you act, or do not act. Read this Notice carefully.

Your Legal Rights and Options in This Settlement:	
DO NOTHING	If you do nothing, you will receive a \$5.00 Settlement Voucher. If you spent more than \$35 on discounted Zazzle.com goods within the class period, you will receive a total of \$10.00 in Settlement Vouchers. Settlement Vouchers can be applied towards any purchase made on Zazzle.com. More information about the Settlement Vouchers is provided below. By doing nothing, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: APRIL 28, 2025	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is April 28, 2025.
OBJECT TO THE SETTLEMENT DEADLINE: APRIL 28, 2025	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Benefit. The deadline for objecting is April 28, 2025.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Benefits will be issued if the Court approves the Settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a court has conditionally certified this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you purchased one or more products at a purported discount from Zazzle.com, and your purchases were: (1) made in the state of California or Washington from July 1, 2020 to September 25, 2023, or (2) made in the state of Oregon from July 1, 2023, to September 25, 2023, you may have legal rights and options in this case. This Notice explains all of these issues. The Superior Court of California, County of San Diego, is overseeing this class action. The case is known as *Debbie Lei v. Zazzle Inc.*, Case No. 24CU027803N (the “Action”). The person who sued is called the Plaintiff. The company she sued is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Debbie Lei, the named “Plaintiff”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only (the “Settlement Class”). More information about why this is a class action can be found in the Court’s Preliminary Approval Order, which is available at www.LeiPricingSettlement.com.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks she would have prevailed, but Defendant thinks the Plaintiff would not have won anything. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class

Members will receive compensation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant deceptively advertised various discounts of its products on its website, Zazzle.com. The lawsuit claims that Defendant violated California, Washington, and Oregon consumer protection laws. Defendant denies Plaintiff's allegations and believes its advertising was accurate, lawful, and nondeceptive. More information can be found in the Consolidated Class Action Complaint, available at www.LeiPricingSettlement.com.

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The Settlement Class consists of:

- All persons who, while in the states of California or Washington, purchased one or more products at a purported discount from Zazzle.com from July 1, 2020 to September 25, 2023.
- All persons who, while in the state of Oregon, purchased one or more products at a purported discount from Zazzle.com from July 1, 2023 to September 25, 2023.
- Excluded from the Settlement Class are persons who did not receive a purported discount on any of their Zazzle.com purchases, and instead paid the list prices for each item purchased.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Defendant's website, Zazzle.com, underlying the claims in the operative complaint in the Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members will each automatically receive a \$5.00 Settlement Voucher if they placed an order on Zazzle.com during the Class Period. Settlement Class Members who spent more than \$35.00 on discounted Zazzle.com goods during the Class Period will automatically receive \$10.00 worth of Settlement Vouchers. Settlement Vouchers can be applied towards any purchase made on Zazzle.com.

Settlement Vouchers will be valid for one year after distribution and can be used at any time, towards any purchase with no blackout dates or restrictions. Settlement Vouchers can be combined with any other discount or offer, and are freely transferable. Settlement Vouchers are stackable and can be combined, meaning that Settlement Class Members who receive two Settlement Vouchers can choose to apply both (or \$10) to one order. Settlement Vouchers are a one-time use.

Settlement Class Members who use a Settlement Voucher will also receive a one-month free membership of Zazzle Plus ("Membership Benefit") at no cost. The Membership Benefit will begin when a Settlement Class Member makes a purchase using a Settlement Voucher and will provide Settlement Class Members

with all benefits included with a Zazzle Plus membership, including free shipping on that purchase to any location in the continental United States, as well as Alaska and Hawaii (and unlimited free shipping on any other Zazzle purchases during the duration of the Membership Benefit). The Membership Benefit will automatically end after one month and will not automatically renew or be converted into a paid Zazzle Plus membership, and Settlement Class Members will have no obligation to cancel or otherwise end their Zazzle Plus membership.

In addition to these benefits, Defendant has also agreed to pay notice and administration costs, and to pay incentive awards of up to \$2,500 for the Class Representative, and reasonable attorneys' fees and expenses of up to \$650,000, as approved by the Court. Payment of these costs and fees will not reduce the value of any other benefits that Settlement Class Members will receive under the Settlement.

7. How much will my payment be?

Each Settlement Voucher will be worth \$5.00. Settlement Class Members who spent more than \$35.00 on discounted Zazzle.com goods in the Class Period will receive a second Settlement Voucher worth \$5.00, for a total of \$10.00 in Settlement Vouchers.

Settlement Class Members are directed to consult their own tax advisors regarding the tax consequences and any tax reporting obligations of the Settlement, if any.

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you do nothing, you will agree to release Defendant from any and all claims under federal and state law that arise from or relate to the allegations concerning Defendant's advertising practices at issue in this action.

9. When would I receive compensation?

The Court will hold a hearing on June 27, 2025, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Benefits will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at www.LeiPricingSettlement.com. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The Court has appointed Simon Franzini, Grace Bennett, and Martin Brenner of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case. These lawyers have experience handling similar cases. More information about the lawyers and their law firm is available at <https://www.dovel.com>.

11. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

12. How will the lawyers be paid?

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case of no more than \$650,000. Class Counsel may also ask the Court to approve an incentive award of up to \$2,500 to the Class Representative, Debbie Lei, for her services as Class Representative. The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

If you do not want a Settlement Benefit under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged marketing practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement "I/we request to be excluded from the class settlement in *Debbie Lei v. Zazzle Inc.*, Case No. 24CU027803N." No "class" or "mass" exclusions are permitted. No request for exclusion will be valid unless all of the information described above is included. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective.

You must mail your exclusion request postmarked no later than **April 28, 2025**, to the Class Action Settlement Administrator at the following address:

Lei Pricing Settlement
Attn: Exclusions
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant for the claims that this Settlement resolves.

15. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Vouchers will be sent out and the lawsuit will continue. If that is what you want to happen, you should object. A Settlement Class Member who objects still remains in the Settlement Class.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number (“*Debbie Lei v. Zazzle Inc.*, Case No. 24CU027803N”), and (b) be mailed to the Settlement Administrator postmarked on or before **April 28, 2025**.

Lei Pricing Settlement
Attn: Objections
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member; (7) a list of all objections filed by you or your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney’s signature (if any).

17. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and is eligible to receive a Settlement Benefit.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and you will give up your right to sue Defendant. You will automatically receive a Settlement Benefit in the form of either a \$5.00 Settlement Voucher or two \$5.00 Settlement Vouchers, depending on whether you spent more than \$35.00 on discounted Zazzle.com goods during the Class Period.

THE COURT’S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on June 27, 2025, at 1:30 p.m., in Department 29 of the North County Regional Courthouse, 325 South Melrose Drive, Vista, CA 92081. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator and postmarked no later than **April 28, 2025**. You cannot speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

22. Is this the entire Settlement?

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at www.LeiPricingSettlement.com, or by calling toll-free 1-888-998-4095, or by writing to the Class Action Settlement Administrator at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by visiting the Court to review the case's docket at the North County Regional Courthouse, 325 South Melrose Drive, Vista, CA 92081, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays.

Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.