

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

In re CAFEPRESS INC. SHAREHOLDER LITIGATION)	Master File No. CIV522744
_____)	
This Document Relates To:)	<u>CLASS ACTION</u>
ALL ACTIONS.)	Assigned for All Purposes to
)	Hon. Marie S. Weiner
)	Dept. 2
_____)	DATE ACTION FILED: 07/10/13

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR OTHERWISE ACQUIRED CAFEPRESS INC. (“CAFEPRESS” OR THE “COMPANY”) COMMON STOCK PURSUANT OR TRACEABLE TO THE COMPANY’S REGISTRATION STATEMENT AND PROSPECTUS FOR THE COMPANY’S MARCH 28, 2012 INITIAL PUBLIC OFFERING

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Superior Court of California, County of San Mateo (the “Court”). This Notice serves to inform you of the proposed settlement of the above class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated April 2, 2015 (the “Stipulation”).¹ The Stipulation is by and between (i) Plaintiffs Wallace J. Desmarais Jr. and Hussain Jinnah (collectively, “Plaintiffs”) (on behalf of themselves and each of the Settlement Class Members), by and through their counsel of record; (ii) the Defendants CafePress, Bob Marino, Monica N. Johnson, Fred E. Durham III, Brad W. Buss, Patrick J. Connolly, Douglas M. Leone and Michael Dearing (collectively, the “CafePress Defendants”); and (iii) underwriters of the Company’s March 28, 2012 initial public offering (“IPO”), specifically J.P. Morgan Securities LLC, Jefferies & Company, Inc. (currently known as Jefferies LLC), Cowen and Company, LLC, Janney Montgomery Scott LLC and Raymond James & Associates, Inc. (the “Underwriter Defendants,” and collectively with the CafePress Defendants, the “Defendants”), by and through their respective counsel of record in the above-captioned action (the “Litigation”). Upon and subject to the terms and conditions hereof, Plaintiffs on behalf of themselves and the Settlement Class on the one hand, and each of the Defendants, on the other hand (collectively, “Settling Parties”), intend this Settlement to be a final and complete resolution of all disputes between the Settling Parties with respect to the Litigation. This Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit.

WHAT IS THIS LAWSUIT ABOUT?

The Allegations and Status of the Case

On April 1, 2014, Plaintiffs filed a Consolidated Complaint for Violation of §§11 and 15 of the Securities Act of 1933 (“Complaint”). Plaintiffs brought the action on behalf of all persons or entities who purchased or otherwise acquired CafePress common stock pursuant or traceable to the Company’s Registration Statement and Prospectus (collectively, the “Registration Statement”) issued in connection with the Company’s IPO. The Complaint alleges that on March 28, 2012, CafePress completed the IPO and issued at least 5.175 million shares of its common stock for \$19 per share, raising approximately \$98.3 million. Plaintiffs allege that the CafePress Defendants and the Underwriter Defendants violated §11 of the Securities Act and that the CafePress Defendants violated §15 of the Securities Act because the Registration Statement contained untrue statements of material fact and omitted other facts necessary to make the statements made therein not misleading.

¹ The Stipulation and all of its Exhibits can be viewed at www.cafepressshareholderlitigation.com. All capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

Plaintiffs allege that the Registration Statement violated the Securities Act by failing to disclose that prior to the IPO, there were weakening sales in the Company's "shop" segment, softening international sales and fluctuations in key product demand that placed immense pressure on CafePress' core business and threatened the Company's operating results. Specifically, the Complaint alleges that CafePress was undergoing severe challenges in its small shops segment such that sales and revenue growth, both domestically and internationally, in the shop segment was declining, and that consumer search traffic to CafePress' small shops segment had undergone substantial erosion, which made it difficult for CafePress to drive search traffic to its consumer websites.

The CafePress Defendants filed a demurrer to the Complaint on May 9, 2014, in which the Underwriter Defendants joined. Plaintiffs filed their opposition on June 9, 2014, and the CafePress Defendants filed a reply on June 20, 2014. Judge Weiner overruled the demurrer following a hearing on the motion on June 27, 2014.

Defendants have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged in the Complaint.

Plaintiffs filed a motion for class certification on August 20, 2014. Plaintiffs were deposed by Defendants in October 2014, and on October 20, 2014, the CafePress Defendants filed a brief opposing the motion for class certification, in which the Underwriter Defendants joined. Plaintiffs filed a reply brief on November 20, 2014. Following a December 19, 2014 hearing on Plaintiffs' motion for class certification, Judge Weiner requested supplemental briefing, which the Plaintiffs and CafePress Defendants each filed on January 14, 2015, and supplemental responses were filed on January 28, 2015.

On February 4, 2014, Plaintiffs served their first requests for production of documents on Defendants, and their second request for production of documents on October 15, 2014. Defendants produced documents on a rolling basis throughout 2014. On September 29, 2014, Plaintiffs served Defendants with interrogatories, which Defendants responded to in November 2014. On June 30, 2014, the CafePress Defendants served their first request for production of documents on Plaintiffs, who produced responsive documents in September and October 2014.

During the Litigation, the Settling Parties engaged the services of Robert Meyer Esq. to mediate the case. The parties engaged in an in-person mediation session on March 4, 2015 with Mr. Meyer and numerous telephonic exchanges thereafter regarding settlement of the case. Ultimately, the parties agreed to settle the action based on Mr. Meyer's proposal.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFFS OR TO THE SETTLEMENT CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PENDENCY OF THE LITIGATION AND PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?

If you purchased or otherwise acquired the common stock of CafePress pursuant or traceable to the Registration Statement filed in connection with CafePress' March 28, 2012 IPO through July 10, 2013 (the "Settlement Class Period"), you are a Settlement Class Member. As set forth in the Stipulation, excluded from the Settlement Class are Defendants and their respective successors and assigns; past and current officers and directors of CafePress and the Underwriter Defendants; members of the immediate families of the Individual Defendants; the legal representatives, heirs, successors or assigns of the Individual Defendants; any trust or entity in which any of the above excluded Persons have or had a controlling interest or which is related to or affiliated with any of the Defendants; and any Person who validly requests exclusion from the Settlement Class.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$8,000,000 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and minus the costs of this Notice and all costs associated with the administration of the Settlement, as well as attorneys' fees and expenses, and the payment of Plaintiffs' time and expenses in representing the Settlement Class, as approved by the Court (the "Net Settlement Fund"), will be distributed to Settlement Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

Plaintiffs estimate that there were 4.459 million shares of CafePress common stock which may have been damaged during the Settlement Class Period. Plaintiffs estimate that the average recovery under the Settlement is roughly \$1.79 per damaged share before deduction of any taxes on the income thereof, notice and administration costs and the attorneys' fee and expense award as determined by the Court. A Settlement Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's recognized claim as compared to the total recognized claims submitted. An individual Settlement Class Member may receive more or less than this average amount depending on the number of claims submitted, when during the Settlement Class Period a Settlement Class Member purchased or acquired CafePress common stock, the purchase price paid, and whether those shares were held at the end of the Settlement Class Period or sold during the Settlement Class Period, and, if sold, when they were sold and the amount received. See Plan of Allocation below for more information on your recognized claim.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Settlement Class Members send in and how many shares of CafePress common stock you purchased or otherwise acquired during the relevant period and when you bought and sold them.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Plaintiffs' Counsel conferred with their damages consultants and the Plan of Allocation reflects an assessment of damages that they believe could have been recovered had Plaintiffs prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. A claim will be calculated as follows:

Claims for the March 28, 2012 Initial Public Offering

Initial Public Offering Price: \$19.00 per share

Closing price on the date the lawsuit was filed²: \$6.90 per share

For shares of CafePress purchased or otherwise acquired ***pursuant or traceable to the Company's Registration Statement and Prospectus dated March 28, 2012***, and

- 1) sold prior to July 10, 2013, the claim per share is the lesser of (i) the purchase price per share less the sales price per share, or (ii) \$19.00 less the sales price per share.
- 2) retained at the close of trading on July 9, 2013, or, sold on or after July 10, 2013, the claim per share is the lesser of (i) the purchase price per share less \$6.90, or (ii) \$19.00 less \$6.90.

In the event a Settlement Class Member has more than one purchase, acquisition or sale of CafePress common stock during the Settlement Class Period, all purchases, acquisitions and sales within the Settlement Class Period shall be matched on a First-In, First-Out ("FIFO") basis. Settlement Class Period sales will be matched against purchases or acquisitions in chronological order, beginning with the earliest purchase or acquisition made during the Settlement Class Period.

A purchase, acquisition or sale of CafePress common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase, acquisition and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise or operation of law of CafePress common stock during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of CafePress common stock for the calculation of a claimant's recognized claim nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such shares unless specifically provided in the instrument of gift or assignment. The receipt of CafePress common stock during the Settlement Class Period in

² The first class action complaint was filed on July 10, 2013.

exchange for securities of any other corporation or entity shall not be deemed a purchase, acquisition or sale of CafePress common stock.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. Covering purchases during the Settlement Class Period for shares originally sold short will be excluded from the calculation of an Authorized Claimant's recognized claim. In the event that there is a short position in CafePress common stock, the date of covering a "short sale" is deemed to be the date of purchase of the stock. The date of a "short sale" is deemed to be the date of sale of the stock. The earliest Settlement Class Period purchases shall be matched against such short position, and not be entitled to a recovery, until that short position is fully covered.

With respect to CafePress common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price of the stock is the exercise price of the option. Any recognized claim arising from purchases of CafePress common stock acquired during the Settlement Class Period through the exercise of an option on CafePress common stock shall be computed as provided for other purchases of CafePress common stock in the Plan of Allocation.

The total of all profits shall be subtracted from the total of all losses from transactions during the Settlement Class Period to determine if a Settlement Class Member has a recognized claim. Only if a Settlement Class Member had a net market loss, after all profits from transactions in CafePress common stock during the Settlement Class Period are subtracted from all losses, will such Settlement Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized Claimant will be zero. If an Authorized Claimant has an overall market loss, that Authorized Claimant's recognized claim will be limited to the amount of total market loss. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Settlement Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. The Settlement and the Final Judgment dismissing this Litigation will nevertheless bind Settlement Class Members who do not submit a request for exclusion and/or submit an acceptable Proof of Claim.

Please contact the Claims Administrator or Plaintiffs' Settlement Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Settlement Class Members and the claims administration process, to decide the issue by submitting a written request.

Defendants, their respective counsel, and all other Released Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Plaintiffs and Plaintiffs' Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Plaintiffs' Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be distributed to Bay Area Legal Aid.

DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Plaintiffs' Counsel. If you did not receive this Notice but believe you should have, or if your address changes, please contact the Claims Administrator at:

Cafepress Inc. Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
Phone: 1-888-566-1150
www.cafepressshareholderlitigation.com

THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Court has not reached any final decisions in connection with Plaintiffs' claims against Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with the substantial assistance of Robert Meyer, a highly experienced mediator of complex class actions. In reaching the Settlement, the Settling Parties have avoided the cost, delay and uncertainty of further litigation.

As in any litigation, Plaintiffs and the Settlement Class would face an uncertain outcome if they did not agree to the Settlement. The Settling Parties expected that the case could continue for a lengthy period of time and that if Plaintiffs succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the case against Defendants could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable to the members of the Settlement Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Settlement Class will receive a significant monetary recovery. Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, are an excellent result for the Settlement Class.

WHO REPRESENTS THE SETTLEMENT CLASS?

The Court appointed the law firms of Robbins Geller Rudman & Dowd LLP and Glancy, Binkow & Goldberg LLP to represent you and other Settlement Class Members. These lawyers are called Plaintiffs' Settlement Counsel. These lawyers will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?

Plaintiffs' Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Plaintiffs' Counsel will apply for an award of 30% of the Settlement Fund, plus payment of expenses incurred in connection with the Litigation in an amount not to exceed \$175,000. In addition, each of the Plaintiffs may seek payment of up to \$2,500 for their time and expenses incurred in representing the Settlement Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Plaintiffs' Counsel have committed significant time and expenses in litigating this case for the benefit of the Settlement Class. To date, Plaintiffs' Counsel have not been paid for their services in conducting this Litigation on behalf of the Plaintiffs and the Settlement Class, or for their expenses. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court will decide what constitutes

a reasonable fee award and may award less than the amount requested by Plaintiffs' Counsel. The requested fees and expenses amount to an average of approximately \$0.58 per damaged common share.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, 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 Class, you must send a letter by mail saying that you want to be excluded from the Settlement Class in the following action: *In re CafePress Inc. Shareholder Litigation*, Master File No. CIV522744. Be sure to include your name, address, telephone number, and sign the letter. You should also include the number of shares of CafePress common stock you purchased or acquired that are subject to the Litigation. Your exclusion request must be **postmarked no later than July 21, 2015** and sent to the Claims Administrator at:

Cafepress Inc. Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND EXPENSES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES TO PLAINTIFFS AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Settlement Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, the payment to Plaintiffs for their time and expenses, and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Settlement Class membership, with the Court, and send to Plaintiffs' Settlement Counsel **by July 21, 2015**. The Court's address is Superior Court of San Mateo, Hall of Justice and Records, 400 County Center, Redwood City, CA 94063, and Plaintiffs' Settlement Counsel's address is Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101 c/o Ellen Gusikoff Stewart. Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Fairness Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Objecting is telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, Plaintiffs' Counsel's request for an award of attorneys' fees and expenses or payment to Plaintiffs for their time and expenses in representing the Settlement Class. You can object **only** if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer applies to you.

HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.cafepressshareholderlitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no later than August 31, 2015**. The claim form may be submitted online at www.cafepressshareholderlitigation.com. If you do not submit a valid Proof of Claim form with all of the required information, you will not receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from the Settlement Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the same issues in this case or about issues that could have been asserted in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Claims in this case against Defendants and their Related Persons. "Released Claims" shall collectively mean any and all claims (including "Unknown Claims" as defined in paragraph 1.27 of the Stipulation) against Defendants and their Related Persons, arising out of, relating to, or in connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions which were or could have been alleged in the Litigation, and (ii) the purchase or acquisition, holding, sale or disposition of CafePress common stock pursuant or traceable to the Registration Statement and Prospectus issued in connection with CafePress' March 28, 2012 initial public offering.

"Related Persons" means each of a Defendant's past, present or future parents, subsidiaries and affiliates, and their respective directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant's immediate family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on **August 11, 2015, at 9:00 a.m.**, before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo, Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, for the purpose of determining whether: (1) the Settlement of the Litigation for \$8,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund; (3) to pay Plaintiffs for their time and expenses they incurred in representing the Settlement Class out of the Settlement Fund; and (4) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Settlement Class.

Any Settlement Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection is made in writing and is filed, together with proof of membership in the Settlement Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness Hearing, with the Court **no later than July 21, 2015**, and showing proof of service on the following counsel:

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Unless otherwise directed by the Court, any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this proceeding or on any appeal) any objection to the Settlement, and any untimely objection shall be barred.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Superior Court of California, County of San Mateo. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim form and proposed Judgment may be obtained by contacting the Claims Administrator at:

Cafepress Inc. Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
Phone: 1-888-566-1150
www.cafepressshareholderlitigation.com

In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, if you have any questions about the Litigation or the Settlement.

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

If you hold any CafePress common stock purchased or otherwise acquired between March 28, 2012 and July 10, 2013, as a nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Cafepress Inc. Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: May 11, 2015

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN MATEO
HONORABLE MARIE S. WEINER