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17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF SAN MATEO

20 In re CAFEPRESS INC. SHAREHOLDER
LITIGATION

) Master File No. CIV522744

) CLASS ACTION

21 _____)
22 This Document Relates To:

) Assigned for All Purposes to
Hon. Marie S. Weiner

23 ALL ACTIONS.

) Dept. 2
DATE ACTION FILED: 07/10/13

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26 STIPULATION OF SETTLEMENT
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STIPULATION OF SETTLEMENT

EMPLOYMENT FILED
SAN MATEO COUNTY

APR 10 2015

Case filed for court
by [signature]
[signature]

FILE BY FAX

1 This Stipulation of Settlement dated April 2, 2015 (the "Stipulation"), is made and entered into
2 by and among the following Settling Parties: (i) Plaintiffs Wallace J. Desmarais Jr. and Hussain Jinnah
3 (collectively, "Plaintiffs") (on behalf of themselves and each of the Settlement Class Members), by and
4 through their counsel of record; (ii) the Defendants CafePress Inc. ("CafePress" or the "Company"),
5 Bob Marino, Monica N. Johnson, Fred E. Durham III, Brad W. Buss, Patrick J. Connolly, Douglas M.
6 Leone and Michael Dearing (collectively, the "CafePress Defendants"); and (iii) underwriters of the
7 Company's March 28, 2012 initial public offering ("IPO"), specifically J.P. Morgan Securities LLC,
8 Jefferies & Company, Inc. (currently known as Jefferies LLC), Cowen and Company, LLC, Janney
9 Montgomery Scott LLC and Raymond James & Associates, Inc. (the "Underwriter Defendants," and
10 collectively with the CafePress Defendants, the "Defendants"), by and through their respective counsel
11 of record in the above-captioned action (the "Litigation"). Upon and subject to the terms and conditions
12 hereof, Plaintiffs on behalf of themselves and the Settlement Class (as herein defined), on the one hand,
13 and each of the Defendants, on the other hand (collectively, "Settling Parties"), intend this settlement to
14 be a final and complete resolution of all disputes between the Settling Parties with respect to the
15 Litigation.

16 **I. THE LITIGATION**

17 On July 10, 2013, Plaintiff Wallace J. Desmarais Jr. ("Desmarais") filed a complaint in the San
18 Mateo County Superior Court (the "Court") for violations of §11 of the Securities Act of 1933 (the
19 "Securities Act") against the CafePress Defendants and the Underwriter Defendants and violations of
20 §15 of the Securities Act against the CafePress Defendants ("*Desmarais* action"). On July 24, 2013,
21 Plaintiff Hussain Jinnah ("Jinnah") filed a complaint in this Court in which he alleged the violations of
22 §§11, 12(a)(2) and 15 of the Securities Act against the same Defendants ("*Jinnah* action"). On July 24,
23 2013, Plaintiff Jinnah filed a Notice of Related Case informing the Court that the *Desmarais* and *Jinnah*
24 actions should be related in accordance with Civil Rule 3.300.

25 On August 8, 2013, CafePress and the Underwriter Defendants removed the *Desmarais* and
26 *Jinnah* actions to federal court. On August 21, 2013, the cases were ordered related and assigned to the
27 Honorable Judge William H. Alsup. On September 3, 2013, Plaintiffs Jinnah and Desmarais each
28 separately filed a motion to remand. Thereafter, the CafePress Defendants filed an opposition on

1 September 17, 2013 (in which the Underwriter Defendants joined), and Plaintiffs Jinnah and Desmarais
2 filed their replies on September 24, 2013. After an October 17, 2013 hearing, and supplemental
3 briefing as requested by the court, Judge Alsup granted the remand motions on October 22, 2013. On
4 January 6, 2014, the parties to both the *Desmarais* and *Jinnah* actions filed a joint stipulation and
5 proposed order relating and consolidating the *Desmarais* and *Jinnah* actions in state court. Following a
6 February 19, 2014 hearing, on February 26, 2014, the two actions were consolidated and designated
7 complex and assigned to Judge Weiner in this Court.

8 On April 1, 2014, Plaintiffs filed a Consolidated Complaint for Violation of §§11 and 15 of the
9 Securities Act of 1933 (“Complaint”). Plaintiffs brought the action on behalf of all persons or entities
10 who purchased or otherwise acquired CafePress common stock pursuant or traceable to the Company’s
11 Registration Statement and Prospectus (collectively, the “Registration Statement”) issued in connection
12 with the Company’s IPO. ¶1.¹ The Complaint alleges that on March 28, 2012, CafePress completed
13 the IPO and issued at least 5.175 million shares of its common stock for \$19 per share, raising
14 approximately \$98.3 million. ¶3. Plaintiffs allege that the CafePress Defendants and the Underwriter
15 Defendants violated §11 of the Securities Act and that the CafePress Defendants violated §15 of the
16 Securities Act because the Registration Statement contained untrue statements of material fact and
17 omitted other facts necessary to make the statements made therein not misleading.

18 Plaintiffs allege that the Registration Statement violated the Securities Act by failing to disclose
19 that for several quarters prior to the IPO, there were weakening sales in the Company’s “shop” segment,
20 softening international sales and fluctuations in key product demand that placed immense pressure on
21 CafePress’ core business and threatened the Company’s operating results. ¶¶4, 55. Specifically, the
22 Complaint alleges that CafePress was undergoing severe challenges in its small shops segment such that
23 sales and revenue growth, both domestically and internationally, in the shop segment was declining, and
24 that, unbeknownst to investors, consumer search traffic to CafePress’ small shops segment had
25 undergone substantial erosion, which made it difficult for CafePress to drive search traffic to its
26 consumer websites. ¶¶5, 55. Plaintiffs allege that the Registration Statement further failed to disclose

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28 ¹ Unless otherwise noted, all paragraph (“¶”) references are to the Complaint.

1 that prior to the IPO, the Company's technology platform lacked the ability to keep pace with
2 CafePress' expansion in its large corporate shops. ¶¶6, 56.

3 Plaintiffs alleged that Defendants were required to disclose the known adverse trend in
4 consumer search traffic that was negatively impacting sales and revenue growth for the Company. ¶70.
5 First, Plaintiffs alleged that U.S. Securities and Exchange Commission Regulation S-K 17 C.F.R.
6 §229.303 ("Item 303") required disclosure of the known adverse trend because Defendants knew that
7 the decline in consumer search traffic was reasonably likely to have a material adverse impact on
8 CafePress' financial condition going forward. *Id.* Second, Plaintiffs alleged that the failure to disclose
9 the weakening sales in the Company's "shop" segment, softening international sales and fluctuations in
10 key product demand, rendered the Registration Statement misleading insofar as the Registration
11 Statement stated that the Company's expertise in search engine optimization and proprietary
12 technologies positioned CafePress for continued growth in the Company's small and corporate shops
13 segments. ¶¶4-6.

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

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

24 On February 4, 2014, Plaintiffs served their first requests for production of documents on
25 Defendants, and their second request for production of documents on October 15, 2014. Defendants
26 produced documents on a rolling basis throughout 2014. On September 29, 2014, Plaintiffs served
27 Defendants with interrogatories, which Defendants responded to in November 2014. On June 30, 2014,
28

1 the CafePress Defendants served their first request for production of documents on Plaintiffs, who
2 produced responsive documents in September and October 2014.

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

7 **II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT**

8 Plaintiffs believe that the claims asserted in the Litigation have merit. However, Plaintiffs and
9 their counsel recognize and acknowledge the expense and length of continued proceedings necessary to
10 prosecute the Litigation against the Defendants through trial and through appeals. Plaintiffs and their
11 counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in
12 complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation.
13 Plaintiffs and their counsel also are mindful of the inherent problems of proof under and possible
14 defenses to the violations asserted in the Litigation. Plaintiffs and their counsel believe that the
15 settlement set forth in this Stipulation confers substantial benefits upon the Settlement Class and is in
16 the best interest of the Settlement Class.

17 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

18 The Defendants have denied and continue to deny each and all of the claims and contentions
19 alleged by Plaintiffs in the Litigation. The Defendants expressly have denied and continue to deny all
20 charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or
21 omissions alleged, or that could have been alleged, in the Litigation. The Defendants also have denied
22 and continue to deny, *inter alia*, the allegations that Plaintiffs or Settlement Class Members have
23 suffered damage, or were otherwise harmed by the conduct alleged in the Litigation. The Defendants
24 have asserted and continue to assert that the Registration Statement contained no material misstatements
25 or omissions. The Defendants have asserted and continue to assert that, at all times, they acted in good
26 faith and in a manner they reasonably believed to be in accordance with all applicable rules, regulations
27 and laws.

1 Nonetheless, the Defendants have concluded that further conduct of the Litigation could be
2 protracted and expensive. The Defendants have taken into account the uncertainty and risks inherent in
3 any litigation, especially in complex cases like this Litigation. The Defendants have, therefore,
4 determined that it is desirable and beneficial to them that the Litigation be settled in the manner and
5 upon the terms and conditions set forth in this Stipulation.

6 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

7 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the
8 Plaintiffs (for themselves and the Settlement Class Members) and the Defendants, by and through their
9 respective counsel or attorneys of record, that, subject to the approval of the Court, the Litigation and
10 the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation
11 shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions
12 of the Stipulation, as follows.

13 **1. Definitions**

14 In addition to the terms that may be defined elsewhere in this Stipulation, the following terms as
15 used in the Stipulation have the meanings specified below:

16 1.1 “Authorized Claimant” means any member of the Settlement Class whose claim for
17 recovery has been allowed pursuant to the terms of the Stipulation.

18 1.2 “CafePress” or the “Company” mean CafePress Inc., its predecessors, successors,
19 subsidiaries and divisions.

20 1.3 “CafePress Defendants” means CafePress, Bob Marino, Monica N. Johnson, Fred E.
21 Durham III, Brad W. Buss, Patrick J. Connolly, Douglas M. Leone and Michael Dearing.

22 1.4 “Claims Administrator” means the firm of Gilardi & Co. LLC.

23 1.5 “Defendants” means CafePress, Bob Marino, Monica N. Johnson, Fred E. Durham III,
24 Brad W. Buss, Patrick J. Connolly, Douglas M. Leone, Michael Dearing, J.P. Morgan Securities LLC,
25 Jefferies & Company, Inc. (currently known as Jefferies LLC), Cowen and Company, LLC, Janney
26 Montgomery Scott LLC and Raymond James & Associates, Inc.

27 1.6 “Effective Date” means the first date by which all of the events and conditions specified
28 in ¶8.1 of the Stipulation have been met and have occurred.

1 1.7 “Escrow Agent” means the law firms of Robbins Geller Rudman & Dowd LLP and
2 Glancy Binkow & Goldberg LLP.

3 1.8 “Final” means the later of: (i) the entry of judgment approving the Stipulation,
4 substantially in the form of Exhibit B attached hereto; (ii) the date of final affirmance on an appeal of
5 the Judgment, the expiration of the time for a petition for or a denial of a writ of certiorari to review the
6 Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review
7 pursuant to that grant; (iii) the date of final dismissal of any appeal from the Judgment or the final
8 dismissal of any proceeding or certiorari to review the Judgment; or (iv) if no appeal is filed, the
9 expiration date of the time for the filing or noticing of any appeal from the Court’s Judgment approving
10 the Stipulation, substantially in the form of Exhibit B attached hereto; provided, however, that an appeal
11 relating solely to Plaintiffs’ Fee and Expense Application or Award shall not delay the date on which
12 the Judgment becomes Final.

13 1.9 “Individual Defendants” means Bob Marino, Monica N. Johnson, Fred E. Durham III,
14 Brad W. Buss, Patrick J. Connolly, Douglas M. Leone and Michael Dearing.

15 1.10 “Judgment” means the judgment to be rendered by the Court, substantially in the form
16 and content attached hereto as Exhibit B.

17 1.11 “Person” means an individual, corporation, limited liability corporation, professional
18 corporation, limited liability partnership, partnership, limited partnership, association, joint stock
19 company, estate, legal representative, trust, unincorporated association, government or any political
20 subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors,
21 successors, representatives, or assignees.

22 1.12 “Plaintiffs” means Wallace J. Desmarais Jr. and Hussain Jinnah.

23 1.13 “Plaintiffs’ Counsel” means any counsel who have appeared on behalf of the Plaintiffs in
24 the Litigation.

25 1.14 “Plaintiffs’ Settlement Counsel” means Robbins Geller Rudman & Dowd LLP and
26 Glancy Binkow & Goldberg LLP.

27 1.15 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund
28 whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of

1 notice and administration of the settlement, Taxes and Tax Expenses and such attorneys' fees, costs,
2 expenses, and interest as may be awarded by the Court. The Plan of Allocation is not part of the
3 Stipulation and Defendants shall have no responsibility or liability with respect thereto.

4 1.16 "Preliminary Approval Order" means the Order Preliminarily Approving Settlement and
5 Providing for Notice as approved by the Court, substantially in the form attached hereto as Exhibit A.

6 1.17 "Related Persons" means each of a Defendant's past, present or future parents,
7 subsidiaries and affiliates, and their respective directors, officers, employees, partners, members,
8 principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys,
9 accountants or auditors, financial or investment advisors or consultants, banks or investment bankers,
10 personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated
11 entities, any entity in which a Defendant has a controlling interest, any member of an Individual
12 Defendant's immediate family, or any trust of which any Individual Defendant is the settlor or which is
13 for the benefit of any Defendant and/or member(s) of his or her family.

14 1.18 "Released Claims" shall collectively mean any and all claims, demands, rights,
15 liabilities, and causes of action of every nature and description whatsoever (including, but not limited
16 to, any claims for damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees,
17 and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or
18 common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued,
19 liquidated or unliquidated, at law or in equity, matured or unmatured, or class or individual in nature
20 (including "Unknown Claims" as defined in ¶1.27 hereof) against Defendants and their Related
21 Persons, based on, arising out of, relating in any way to, or in connection with both (i) the facts, events,
22 transactions, acts, occurrences, statements, representations, misrepresentations, omissions which were
23 or could have been alleged in the Litigation, and (ii) the purchase or acquisition, holding, sale or
24 disposition of CafePress common stock pursuant or traceable to the Registration Statement and
25 Prospectus issued in connection with CafePress' March 28, 2012 initial public offering.

26 1.19 "Released Parties" means each and all of the Defendants and their Related Persons.

27 1.20 "Settled Defendants' Claims" means all claims, demands, rights, liabilities, and causes of
28 action of every nature and description whatsoever (including, but not limited to, any claims for

1 damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees, and any other costs,
2 expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or
3 any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or
4 unliquidated, at law or in equity, matured or unmatured, or class or individual in nature (including, but
5 not limited to, "Unknown Claims" as defined in ¶1.27 hereof) that have been or could have been
6 asserted in the Litigation or any forum by the Released Parties or any of them against Plaintiffs, any
7 Settlement Class Members and Plaintiffs' Counsel which are based on, arise out of or relate in any way
8 to the institution, prosecution, assertion, settlement, or resolution of the Litigation (except for claims to
9 enforce the Stipulation).

10 1.21 "Settlement Amount" means Eight Million Dollars (\$8,000,000.00) in cash to be paid to
11 the Escrow Agent pursuant to ¶3.1 of this Stipulation.

12 1.22 "Settlement Class" or "Settlement Class Members" mean all Persons who purchased or
13 otherwise acquired the common stock of CafePress pursuant or traceable to the Registration Statement
14 and Prospectus issued in connection with CafePress' March 28, 2012 initial public offering. Excluded
15 from the Settlement Class are: the Defendants and their respective successors and assigns; past and
16 current officers and directors of CafePress and the Underwriter Defendants; members of the immediate
17 families of the Individual Defendants; the legal representatives, heirs, successors or assigns of the
18 Individual Defendants; any trust or entity in which any of the above excluded Persons have or had a
19 controlling interest or which is related to or affiliated with any of the Defendants; and any Person who
20 validly requests exclusion from the Settlement Class.

21 1.23 "Settlement Class Period" means the period beginning March 28, 2012 and ending on
22 July 10, 2013.

23 1.24 "Settlement Fund" means the principal amount of Eight Million Dollars (\$8,000,000.00)
24 in cash, plus any accrued interest.

25 1.25 "Settling Parties" means, collectively, each of the Defendants and the Plaintiffs on behalf
26 of themselves and members of the Settlement Class.

1 1.26 “Underwriter Defendants” means J.P. Morgan Securities LLC, Jefferies & Company,
2 Inc. (currently known as Jefferies LLC), Cowen and Company, LLC, Janney Montgomery Scott LLC
3 and Raymond James & Associates, Inc.

4 1.27 “Unknown Claims” means (a) any Released Claims that Plaintiffs or any Settlement
5 Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the
6 Released Parties which, if known by him, her or it, might have affected his, her or its settlement with
7 and release of the Released Parties, or might have affected his, her or its decision(s) with respect to the
8 settlement; and (b) any Settled Defendants’ Claims that any Released Party does not know or suspect to
9 exist in his, her or its favor at the time of the release of the Plaintiffs, Settlement Class Members, and
10 Plaintiffs’ Counsel, which, if known by him, her or it, might have affected his, her or its settlement with
11 and release of the Plaintiffs, Settlement Class Members and Plaintiffs’ Counsel, or might have affected
12 his, her or its decision(s) with respect to the settlement. With respect to any and all Released Claims
13 and Settled Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date,
14 Plaintiffs and the Defendants shall expressly waive, and each of the Settlement Class Members shall be
15 deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions,
16 rights, and benefits conferred by California Civil Code §1542 and any law of any state or territory of the
17 United States, or principle of common law, which is similar, comparable or equivalent to California
18 Civil Code §1542, which provides:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
20 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
21 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
 THE DEBTOR.

22 Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from
23 those that any of them now know or believe to be true related to the subject matter of the Released
24 Claims, but Plaintiffs shall expressly and each Settlement Class Member, upon the Effective Date, shall
25 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and
26 released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-
27 contingent, disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have
28 existed upon any theory of law or equity now existing or coming into existence in the future, including,

1 but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty,
2 law or rule, without regard to the subsequent discovery or existence of such different or additional facts.
3 Similarly, the Defendants and Released Parties may hereafter discover facts in addition to or different
4 from those that any of them now know or believe to be true related to the subject matter of the Settled
5 Defendants' Claims, but each Defendant shall expressly and each Released Party, upon the Effective
6 Date, shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever
7 settled and released any and all Settled Defendants' Claims, known or unknown, suspected or
8 unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now
9 exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence
10 in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice,
11 or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
12 different or additional facts. The Settling Parties acknowledge, and Plaintiffs, the Settlement Class
13 Members, and the Released Parties shall be deemed by operation of the Judgment to have
14 acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and
15 Settled Defendants' Claims was separately bargained for and is a key element of the settlement of
16 which these releases are a part.

17 **2. Stipulation of Class Certification**

18 The parties stipulate to: (i) certification, for settlement purposes only, of the Settlement Class (as
19 defined above), pursuant to Section 382 of the California Code of Civil Procedure and Rule 3.764 of the
20 California Rules of Court; (ii) appointment of Plaintiffs as the class representatives; and (iii)
21 appointment of Plaintiffs' Counsel as counsel for the Settlement Class. Certification of the Settlement
22 Class shall be binding only with respect to the settlement of the Action and only if the Judgment
23 contemplated by this Stipulation becomes Final and the Effective Date occurs.

24 **3. The Settlement**

25 **a. The Settlement Amount**

26 3.1 CafePress shall pay or cause to be paid Eight Million Dollars (\$8,000,000.00) into an
27 escrow fund controlled solely by Robbins Geller Rudman & Dowd LLP and Glancy Binkow &
28 Goldberg LLP, subject to court oversight (the "Settlement Amount"), within fifteen (15) business days

1 following the later of (1) entry of an order granting preliminary approval of the settlement and (2)
2 Plaintiffs furnishing to CafePress adequate payment instructions consisting of wire transfer instructions,
3 a mailing address, contact person and phone number for delivery of payment checks, and a tax ID
4 number set forth in a completed Form W-9. If the Settlement Amount is not timely paid, the unpaid
5 balance shall earn interest at the rate of 5% per annum until paid.

6 **b. The Escrow Agent**

7 3.2 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶3.1 hereof
8 in short term United States Agency or Treasury Securities or other instruments backed by the Full Faith
9 & Credit of the United States Government or an Agency thereof, or fully insured by the United States
10 Government or an Agency thereof and shall reinvest the proceeds of these instruments as they mature in
11 similar instruments at their then-current market rates. All risks related to the investment of the
12 Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne
13 by the Settlement Fund and the Released Parties shall have no responsibility for, interest in, or liability
14 whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions
15 executed by the Escrow Agent.

16 3.3 The Escrow Agent shall not disburse the Settlement Fund except as provided in the
17 Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

18 3.4 Subject to further order(s) and/or directions as may be made by the Court, or as provided
19 in the Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with the
20 terms of the Stipulation.

21 3.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
22 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
23 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

24 3.6 All costs and expenses of administering the settlement and providing for notice of the
25 settlement to the Settlement Class, as required by the Court, shall be paid from the Settlement Fund,
26 without approval from the Defendants or the Court, subject to a maximum amount of \$200,000 prior to
27 the Effective Date. These costs include locating Settlement Class Members, assisting with the filing of
28 claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing

1 Proof of Claim and Release forms, and paying escrow fees and costs, if any, and all Taxes and Tax
2 Expenses (as defined herein in ¶3.7(c)). Additional sums for this purpose may be expended subsequent
3 to the Effective Date. If the settlement is not approved by the Court or does not become effective
4 pursuant to the terms of the Stipulation, then the Settlement Fund and all interest earned thereon will be
5 returned to CafePress and its insurers, less any amounts paid or incurred for costs of expenses in
6 providing notice to the Settlement Class and administering the Settlement.

7 **c. Taxes**

8 3.7 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as
9 being at all times a “Qualified Settlement Fund” within the meaning of Treas. Reg. §1.468B-1. In
10 addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the
11 provisions of this ¶3.7, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1)
12 back to the earliest permitted date. Such elections shall be made in compliance with the procedures and
13 requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely
14 and properly prepare and deliver the necessary documentation for signature by all necessary parties, and
15 thereafter to cause the appropriate filing to occur.

16 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended,
17 and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The
18 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
19 advisable with respect to the Settlement Fund (including, without limitation, the returns described in
20 Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶3.7(a) hereof) shall be
21 consistent with this ¶3.7 and in all events shall reflect that all Taxes (including any estimated Taxes,
22 interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement
23 Fund as provided in ¶3.7(c) hereof.

24 (c) All (a) taxes (including any estimated taxes, interest or penalties) arising with
25 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be
26 imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement
27 Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement
28 Fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in

1 connection with the operation and implementation of this ¶3.7 (including, without limitation, expenses
2 of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or
3 failing to file) the returns described in this ¶3.7) (“Tax Expenses”), shall be paid out of the Settlement
4 Fund; in all events the Released Parties and their counsel shall have no liability or responsibility for the
5 Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold
6 each of the Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without
7 limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses
8 shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be
9 timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the
10 Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from
11 distribution to Authorized Claimants any funds necessary to pay such amounts, including the
12 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may
13 be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Defendants nor their Related
14 Persons are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling
15 Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and
16 accountants to the extent reasonably necessary to carry out the provisions of this ¶3.7.

17 **d. Termination of Settlement**

18 3.8 In the event that the Stipulation is not approved or the Stipulation is terminated,
19 canceled, or fails to become effective for any reason, the Settlement Fund (including accrued interest)
20 less expenses paid, incurred or due and owing consistent with this Stipulation, including those incurred
21 providing notice to the Settlement Class, locating Settlement Class Members, soliciting claims, assisting
22 with the filing of claims, administering and distributing the Net Settlement Fund to Authorized
23 Claimants, processing Proof of Claim and Release forms, escrow fees and costs if any and all Taxes and
24 Tax Expenses, provided for herein, shall be refunded pursuant to written instructions from counsel for
25 CafePress (in accordance with ¶8.6 herein).

26 **4. Notice Order and Settlement Fairness Hearing**

27 4.1 As soon as practicable after execution of the Stipulation, Plaintiffs shall submit the
28 Stipulation together with its exhibits (the “Exhibits”) to the Court and apply for entry of the Preliminary

1 Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the
2 preliminary approval of the settlement set forth in the Stipulation, and approval for the mailing of the
3 Notice of Proposed Settlement of Class Action (the “Notice”) and Proof of Claim and Release form
4 (“Proof of Claim”) and publication of the Summary Notice of Proposed Settlement of Class Action,
5 substantially in the forms of Exhibits A-1, A-2 and A-3 attached hereto.

6 4.2 Plaintiffs’ Counsel shall request that after notice is given, the Court hold a hearing (the
7 “Settlement Fairness Hearing”) to finally approve the settlement of the Litigation as set forth herein and
8 to enter the Judgment. At or after the Settlement Fairness Hearing, Plaintiffs’ Counsel also will request
9 that the Court approve the Plan of Allocation, the Fee and Expense Application and an award to
10 Plaintiffs.

11 **5. Releases**

12 5.1 Upon the Effective Date, as defined in ¶1.6 hereof, Plaintiffs and each Settlement Class
13 Member shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and
14 forever released, relinquished and discharged all Released Claims against the Released Parties, whether
15 or not such Settlement Class Member executes and delivers a Proof of Claim, and whether or not such
16 Settlement Class Member shares in the Settlement Fund.

17 5.2 The Proof of Claim to be executed by Settlement Class Members shall release all
18 Released Claims against the Released Parties and shall be substantially in the form contained in Exhibit
19 A-2 attached hereto.

20 5.3 Upon the Effective Date, as defined in ¶1.6 hereof, each of the Released Parties shall be
21 deemed to have, and by operation of the Judgment shall have, fully, finally and forever released
22 Plaintiffs, Plaintiffs’ Counsel and each and all of the Settlement Class Members from all Settled
23 Defendants’ Claims.

24 **6. Administration and Calculation of Claims, Final Awards and**
25 **Supervision and Distribution of the Settlement Fund**

26 6.1 The Claims Administrator, subject to such supervision and direction of the Court, as may
27 be necessary or as circumstances may require, shall administer and calculate the claims submitted by
28

1 Settlement Class Members and shall oversee distribution of the Net Settlement Fund (defined below) to
2 Authorized Claimants. The Settlement Fund shall be applied as follows:

3 (a) to pay all the costs and expenses reasonably and actually incurred in connection
4 with providing notice, locating Settlement Class Members, soliciting Settlement Class claims, assisting
5 with the filing of claims, administering and distributing the Net Settlement Fund to Authorized
6 Claimants, processing Proofs of Claim and paying escrow fees and costs, if any;

7 (b) to pay the Taxes and Tax Expenses described in ¶3.7 above;

8 (c) to pay Plaintiffs' Counsel's attorneys' fees, expenses and costs with interest
9 thereon (the "Fee and Expense Award") and an award to Plaintiffs, if and to the extent allowed by the
10 Court; and

11 (d) to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to
12 Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

13 6.2 Upon the Effective Date and thereafter, and in accordance with the terms of the
14 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be
15 necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized
16 Claimants.

17 6.3 Within ninety (90) days after the mailing of the Notice or such other time as may be set
18 by the Court, each Settlement Class Member shall be required to submit to the Claims Administrator a
19 completed Proof of Claim, substantially in the form and content of Exhibit A-2 hereto, signed under
20 penalty of perjury.

21 6.4 Except as otherwise ordered by the Court, all Settlement Class Members who fail to
22 timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court,
23 or otherwise allowed, shall be forever barred from receiving any payments pursuant to this Stipulation
24 and the settlement set forth herein, but will in all other respects be subject to and bound by the
25 provisions of this Stipulation, the releases contained herein, and the Judgment. Notwithstanding the
26 foregoing, Plaintiffs' Counsel may, in their discretion, accept for processing late filed claims so long as
27 the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed.
28 Plaintiffs' Counsel shall have no liability for not accepting late claims.

1 6.5 Except for CafePress' obligation to pay or cause payment of the \$8,000,000, and any
2 interest owed pursuant to ¶3.1 hereof, and to produce information from CafePress' transfer agent for
3 purposes of providing notice as provided herein, the Defendants and their Related Persons shall have no
4 responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the
5 Net Settlement Fund or the Plan of Allocation, the determination, administration, or calculation of
6 claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection
7 therewith.

8 6.6 No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Claims
9 Administrator, any other Person designated by Plaintiffs' Counsel, or Defendants and their Related
10 Persons based on the distributions made substantially in accordance with this Stipulation and the
11 settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

12 6.7 The settlement will be non-recapture, *i.e.*, it is not a claims-made settlement. Following
13 the Effective Date of the settlement, none of the Settlement Fund shall be returned to Defendants and/or
14 such other persons or entities funding the settlement.

15 6.8 If there is any balance remaining in the Net Settlement Fund after six (6) months from
16 the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed
17 checks or otherwise), Plaintiffs' Settlement Counsel shall, if feasible, reallocate such balance among
18 Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated
19 until the balance remaining in the Net Settlement Fund is no longer feasible to distribute to Settlement
20 Class Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be
21 donated to Bay Area Legal Aid.

22 6.9 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation
23 of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's
24 claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately
25 from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement set forth
26 in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to
27 terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving the
28 Stipulation and the settlement set forth therein, or any other orders entered pursuant to the Stipulation.

1 **7. Plaintiffs' Counsel's Attorneys' Fees and Expenses**

2 7.1 Plaintiffs' Counsel may submit an application or applications (the "Fee and Expense
3 Application") for distributions to them from the Settlement Fund for: (a) an award of attorneys' fees;
4 plus (b) expenses and costs, incurred in connection with prosecuting the Litigation, plus any interest on
5 such attorneys' fees, costs, and expenses at the same rate and for the same periods as earned by the
6 Settlement Fund (until paid) as may be awarded by the Court; and (c) payment to Plaintiffs for their
7 time and expenses in representing the Settlement Class. Plaintiffs' Counsel reserve the right to make
8 additional applications for fees and expenses incurred. In addition, the Plaintiffs may submit a request
9 for reimbursement from the Settlement Fund of their time and expenses incurred in representing the
10 Settlement Class.

11 7.2 The attorneys' fees, expenses, and costs, including the fees of experts and consultants, as
12 awarded to Plaintiffs' Counsel by the Court, shall be payable to Plaintiffs' Settlement Counsel from the
13 Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees and
14 expenses, notwithstanding the existence of any timely filed objection thereto, or potential for appeal
15 therefrom, or collateral attack on the settlement or any part thereof. Plaintiffs' Settlement Counsel shall
16 thereafter allocate the attorneys' fees amongst Plaintiffs' Counsel in a manner in which they in good
17 faith believe reflects the contributions of such counsel to the prosecution and settlement of the
18 Litigation.

19 7.3 All Plaintiffs' Counsel who receive any payment of attorneys' fees or expenses agree
20 that they accept payment subject to the obligation of each Plaintiffs' Counsel (including their respective
21 partners, shareholders and/or firms) receiving payments to make repayment to the Settlement Fund
22 within fifteen (15) business days from receiving notice from Defendants' counsel or from a court of
23 appropriate jurisdiction, of the amount required to be refunded by any court or appellate court, in the
24 event, for any reason, including, without limitation, appeal, further proceeding on remand or successful
25 collateral attack, the attorneys' fee or expense award is reduced or reversed, consistent with such
26 reduction or reversal. Furthermore, all Plaintiffs' Counsel (including their respective partners,
27 shareholders and/or firms) agree that they remain subject to the continuing jurisdiction of the Court for
28

1 the purpose of enforcing their obligation to repay required attorneys' fees and expenses to the
2 Settlement Fund as provided in this paragraph.

3 7.4 The procedure for and the allowance or disallowance by the Court of any applications by
4 Plaintiffs' Counsel for attorneys' fees, costs, and expenses to be paid out of the Settlement Fund are not
5 part of the settlement set forth in the Stipulation, and are to be considered by the Court separately from
6 the Court's consideration of the fairness, reasonableness and adequacy of the settlement set forth in the
7 Stipulation, and any order or proceeding relating to the Fee and Expense Application or Plaintiffs'
8 awards, or any appeal from any order relating thereto or reversal or modification thereof, shall not
9 operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving
10 the Stipulation and the settlement of the Litigation set forth therein. The Settling Parties agree that the
11 denial, in whole or in part, of any application for attorneys' fees shall in no way affect the
12 enforceability, validity, or finality of this Stipulation or affect or delay the finality of the Judgment
13 approving the Stipulation and the settlement of the Litigation set forth therein.

14 7.5 Defendants and the Released Parties shall have no responsibility for, and no liability
15 whatsoever with respect to, any payment to Plaintiffs' Counsel from the Settlement Fund.

16 7.6 Defendants and the Released Parties shall have no responsibility for, and no liability
17 whatsoever with respect to, the allocation among Plaintiffs' Counsel, and/or any other Person who may
18 assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

19 **8. Conditions of Settlement, Effect of Disapproval, Cancellation or**
20 **Termination**

21 8.1 The Effective Date of the Stipulation is expressly subject to, and conditioned upon, the
22 occurrence of all of the following events:

23 (a) CafePress has made, or caused to be made, the contribution to the Settlement
24 Fund as required by ¶3.1 hereof;

25 (b) CafePress has not exercised its option to terminate the Stipulation pursuant to
26 ¶8.3 hereof;

1 (c) the Court has entered the Judgment, or a judgment substantially in the form and
2 content of Exhibit B attached hereto, or a judgment in a form other than that provided above acceptable
3 to all of the Settling Parties (the “Alternate Judgment”); and

4 (d) the Judgment has become Final, as defined in ¶1.8 hereof.

5 8.2 Upon the occurrence of all of the events referenced in ¶8.1 hereof, any and all remaining
6 interest or right of Defendants or the Released Parties in or to the Settlement Fund, if any, shall be
7 absolutely and forever extinguished.

8 8.3 If prior to the Settlement Fairness Hearing, the aggregate number of shares of CafePress
9 common stock purchased or acquired by Persons who would otherwise be members of the Settlement
10 Class, but who request exclusion from that Settlement Class, exceeds the sum specified in a separate
11 supplemental agreement between Plaintiffs and CafePress (the “Supplemental Agreement”), CafePress
12 shall have, in its sole and absolute discretion, the option to terminate this Stipulation in accordance with
13 the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed
14 with the Court unless required by court rule or unless and until a dispute as between Plaintiffs and
15 CafePress concerning its interpretation or application arises.

16 8.4 Defendants’ counsel and Plaintiffs’ Counsel shall each have the right to terminate the
17 settlement and this Stipulation by providing written notice of their election to do so (“Termination
18 Notice”) to all other parties hereto within thirty (30) days of: (a) the Court’s declining to enter the
19 Preliminary Approval Order in any material respect without leave to amend and resubmit; (b) the
20 Court’s refusal to approve this Stipulation or any material part of it without leave to amend and
21 resubmit; (c) the Court’s declining to enter the Judgment in any material respect without leave to amend
22 and resubmit; (d) the date upon which the Judgment is modified or reversed in any material respect by
23 the Court of Appeals or the Supreme Court or any other court; or (e) the date upon which an Alternate
24 Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court
25 or any other court.

26 8.5 If all of the conditions specified in ¶8.1 hereof are not met, then the Stipulation shall be
27 canceled and terminated subject to ¶8.6 hereof unless Plaintiffs’ Counsel and counsel for all of the
28 Defendants mutually agree in writing to proceed with the Stipulation.

1 8.6 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be
2 canceled, or shall not become effective for any reason, within ten (10) business days after written
3 notification of such event is sent by counsel for any of the Defendants or Plaintiffs' Counsel to the
4 Escrow Agent, the Settlement Fund, less expenses which have either been disbursed pursuant to ¶¶3.6
5 and 3.7 hereof, or are determined to be chargeable to the Settlement Fund, shall be refunded pursuant to
6 written instructions by CafePress' counsel. The Escrow Agent or their designee shall apply for any tax
7 refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses
8 incurred in connection with such application(s) for refund, pursuant to written instructions from
9 CafePress' counsel.

10 8.7 In the event that the Stipulation is not approved by the Court or the settlement set forth in
11 the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling
12 Parties shall be restored to their respective positions in the Litigation as of March 19, 2015. In such
13 event, the terms and provisions of the Stipulation shall have no further force and effect with respect to
14 the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose,
15 and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be
16 treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any
17 order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs,
18 expenses and interest awarded by the Court to Plaintiffs or any of their counsel shall constitute grounds
19 for cancellation or termination of the Stipulation.

20 8.8 If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its
21 terms, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts actually
22 and properly disbursed pursuant to ¶¶3.6 or 3.7. In addition, any expenses already incurred pursuant to
23 ¶¶3.6 or 3.7 hereof at the time of such termination or cancellation but which have not been paid, shall
24 be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being
25 refunded in accordance with ¶¶3.8 and 8.6 hereof.

26 **9. Miscellaneous Provisions**

27 9.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this
28 agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all

1 terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing
2 terms and conditions of this Stipulation. The Settling Parties agree to jointly take reasonable steps to
3 obtain the dismissal with prejudice of the Litigation and approval of their settlement, including, but not
4 limited to, opposing any objections to the Stipulation and defending any appeal that may be taken on the
5 Judgment.

6 9.2 Upon and subject to the terms and conditions hereof, Plaintiffs, on behalf of themselves
7 and members of the Settlement Class, on the one hand, and each of the Defendants, on the other hand,
8 intend this settlement to be a final and complete resolution of all disputes between them with respect to
9 the Litigation. The settlement compromises claims which are contested and shall not be deemed an
10 admission by any Settling Party as to the merits of any claim or defense. While retaining their right to
11 deny that the claims advanced in the Litigation were meritorious, Defendants will not contend that the
12 Litigation was not filed in good faith. The Settling Parties further agree not to assert in any forum that
13 any Settling Party violated California Code of Civil Procedure §128.7 or any other similar statute or
14 law. The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the
15 settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was
16 reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their
17 right to rebut, in a manner that such party determines to be appropriate, any contention made in any
18 public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

19 9.3 Neither the Stipulation nor the settlement, nor any act performed or document executed
20 pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be deemed to be, or may
21 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released
22 Claim or of any wrongdoing or liability of the Defendants and the Released Parties; or (b) is or may be
23 deemed to be, or may be used, as a presumption, concession, or admission of, or evidence of, any fault
24 or omission of any of the Defendants and the Released Parties in any civil, criminal or administrative
25 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an
26 admission or evidence that any claims asserted by Plaintiffs were not valid in any civil, criminal or
27 administrative proceeding. Defendants and the Released Parties may file the Stipulation and/or the
28 Judgment in any action that may be brought against them in order to support a defense or counterclaim

1 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
2 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
3 counterclaim.

4 9.4 All agreements made and orders entered during the course of the Litigation relating to
5 the confidentiality of information shall survive this Stipulation.

6 9.5 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully
7 incorporated herein by this reference.

8 9.6 This Stipulation may be amended or modified only by a written instrument signed by or
9 on behalf of all Settling Parties or their respective successors-in-interest.

10 9.7 This Stipulation and the Exhibits attached hereto and the Supplemental Agreement
11 constitute the entire agreement between Plaintiffs and Defendants and no representations, warranties, or
12 inducements have been made to any party concerning the Stipulation or its Exhibits other than the
13 representations, warranties, and covenants contained and memorialized in such documents. Except as
14 otherwise provided herein, each party shall bear its own costs.

15 9.8 Plaintiffs' Counsel, on behalf of the Settlement Class, are expressly authorized by
16 Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class
17 pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any
18 modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem
19 appropriate.

20 9.9 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of
21 any party hereto hereby warrants that such Person has the full authority to do so.

22 9.10 This Stipulation may be executed in one or more counterparts and the signatures may be
23 by facsimile or electronically. All executed counterparts and each of them shall be deemed to be one
24 and the same instrument. A complete set of executed counterparts shall be filed with the Court.

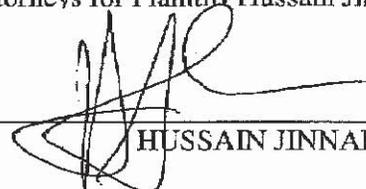
25 9.11 This Stipulation shall be binding upon, and inure to the benefit of, the respective agents,
26 executors, heirs, devisees, successors, and assigns of the Settling Parties.

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STIPULATION OF SETTLEMENT

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and Raymond James & Associates, Inc.

J.P. MORGAN SECURITIES LLC

JEFFERIES LLC

COWEN AND COMPANY LLC

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PATRICK J. CONNOLLY



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J.P. MORGAN SECURITIES LLC

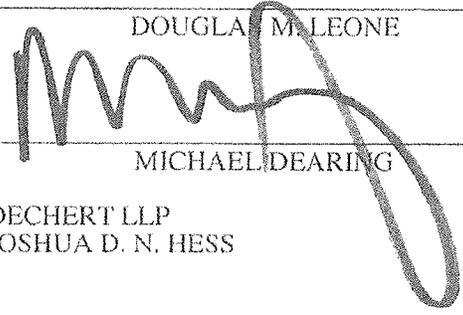
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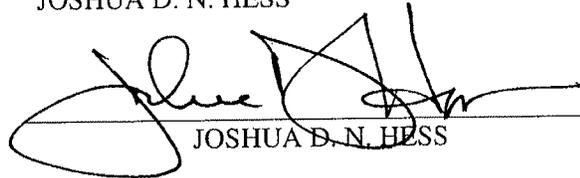
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EXHIBIT A

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15 Attorneys for Plaintiff Wallace J. Desmarais Jr.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN MATEO

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

24 ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE
25 EXHIBIT A
26
27
28

1 WHEREAS, the parties to the above-entitled action (the "Litigation") entered into a Stipulation
2 of Settlement dated April 2, 2015 (the "Stipulation" or "Settlement"), which is subject to review by this
3 Court and which, together with the Exhibits thereto, sets forth the terms and conditions for the
4 Settlement of the claims alleged in the Litigation; and the Court having read and considered the
5 Stipulation and the accompanying documents; and the parties to the Stipulation having consented to the
6 entry of this Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2015, that:

8 1. The Court preliminarily finds that:

9 (a) the Settlement resulted from informed, extensive arm's-length negotiations,
10 including mediation under the direction of an experienced mediator, Robert Meyer;

11 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing
12 notice of the Settlement to the Settlement Class; and

13 (c) the Settlement Class, defined in the Stipulation as: "all Persons who purchased or
14 otherwise acquired the common stock of CafePress pursuant or traceable to the Registration Statement
15 and Prospectus issued in connection with CafePress' March 28, 2012 initial public offering. Excluded
16 from the Settlement Class are: the Defendants and their respective successors and assigns; past and
17 current officers and directors of CafePress and the Underwriter Defendants; members of the immediate
18 families of the Individual Defendants; the legal representatives, heirs, successors or assigns of the
19 Individual Defendants; any trust or entity in which any of the above excluded Persons have or had a
20 controlling interest or which is related to or affiliated with any of the Defendants; and any Person who
21 validly requests exclusion from the Settlement Class," is certified solely for purposes of this Settlement.

22 2. A hearing (the "Settlement Fairness Hearing") is hereby scheduled to be held before the
23 Court on _____, 2015, at ___:___ .m., for the following purposes:

24 (a) to finally determine whether this Litigation satisfies the applicable prerequisites
25 for class action treatment under California Code of Civil Procedure §382;

26 (b) to determine whether the proposed Settlement is fair, reasonable, and adequate,
27 and should be approved by the Court;

28

1 (c) to determine whether the Judgment as provided under the Stipulation should be
2 entered;

3 (d) to determine whether the proposed Plan of Allocation should be approved by the
4 Court as fair, reasonable and adequate;

5 (e) to consider Plaintiffs' Counsel's application for an award of attorneys' fees and
6 expenses;

7 (f) to consider Plaintiffs' request for the payment of the time and expenses they
8 incurred in prosecuting this Litigation on behalf of the Settlement Class; and

9 (g) to rule upon such other matters as the Court may deem appropriate.

10 3. The Court reserves the right to approve the Settlement with or without modification and
11 with or without further notice to the Settlement Class and may adjourn the Settlement Fairness Hearing
12 without further notice to the Settlement Class. The Court reserves the right to enter the Judgment
13 approving the Settlement regardless of whether it has approved the Plan of Allocation, Plaintiffs'
14 Counsel's request for an award of attorneys' fees and expenses and the payment of time and expenses
15 of Plaintiffs in their representation of the Settlement Class.

16 4. The Court approves the form, substance and requirements of the Notice of Proposed
17 Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim") and
18 the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed hereto
19 as Exhibits A-1, A-2 and A-3, respectively.

20 5. The Court approves the appointment of Gilardi & Co. LLC as the Claims Administrator.

21 (a) The Claims Administrator shall cause the Notice and the Proof of Claim,
22 substantially in the forms annexed hereto, to be mailed, by First-Class Mail, postage prepaid, within
23 twenty-one (21) calendar days of this Order, to all Settlement Class Members who can be identified
24 with reasonable effort. Within five (5) calendar days of this Order, CafePress, at its expense, shall
25 promptly make, or cause to be made, the last known addresses of Settlement Class Members, or other
26 identifying information, as set forth in the books and records regularly maintained by the Company or
27 its transfer agent, available to the Claims Administrator for the purpose of identifying and giving notice
28 to the Settlement Class.

1 (b) The Claims Administrator shall cause the Summary Notice to be published once
2 in the national edition of *Investor's Business Daily*, and once over the *Business Wire*, within ten (10)
3 calendar days after the mailing of the Notice.

4 6. Plaintiffs' Counsel shall, at least fourteen (14) calendar days before the Settlement
5 Fairness Hearing, file with the Court and serve on the Settling Parties proof of mailing of the Notice and
6 Proof of Claim and proof of publication of the Summary Notice.

7 7. The form and content of the Notice and the Summary Notice, and the method set forth
8 herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the
9 requirements of California law and due process, constitute the best notice practicable under the
10 circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

11 8. In order to be entitled to participate in the Net Settlement Fund, in the event the
12 Settlement is consummated in accordance with its terms set forth in the Stipulation, each Settlement
13 Class Member shall take the following actions and be subject to the following conditions:

14 (a) Within ninety (90) days after such time as set by the Court to mail notice to the
15 Settlement Class, each Person claiming to be an Authorized Claimant shall be required to submit to the
16 Claims Administrator a completed Proof of Claim, substantially in a form contained in Exhibit A-2
17 attached hereto and as approved by the Court, signed under penalty of perjury.

18 (b) Except as otherwise ordered by the Court, all Settlement Class Members who fail
19 to timely submit a Proof of Claim within such period, or such other period as may be ordered by the
20 Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the
21 Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by
22 the provisions of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the
23 foregoing, Plaintiffs' Counsel may, in their discretion, accept for processing late submitted claims so
24 long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed,
25 but shall incur no liability for declining to accept a late-submitted claim.

26 (c) As part of the Proof of Claim, each Settlement Class Member shall submit to the
27 jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the
28 Settlement) release all Released Claims as provided in the Stipulation.

1 9. Settlement Class Members shall be bound by all determinations and judgments in this
2 Litigation, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in
3 a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such
4 request shall, no later than thirty (30) calendar days prior to the date scheduled herein for the Settlement
5 Fairness Hearing, mail a request for exclusion in written form by First-Class Mail postmarked to the
6 address designated in the Notice. Such request for exclusion shall indicate the name, address and
7 telephone number of the person seeking exclusion, that the person requests to be excluded from the
8 Settlement, and must be signed by such person. Such persons requesting exclusion are also requested to
9 state the number of shares of CafePress common stock they purchased or acquired that are subject to the
10 Litigation. The request for exclusion shall not be effective unless it is made in writing within the time
11 stated above, and the exclusion is accepted by the Court. Settlement Class Members requesting
12 exclusion from the Settlement Class shall not be entitled to receive any payment out of the Net
13 Settlement Fund as described in the Stipulation and Notice.

14 10. The Court will consider objections to the Settlement, the Plan of Allocation, the payment
15 of Plaintiffs' time and expenses, and/or the award of attorneys' fees and expenses. Any person wanting
16 to object may do so in writing and/or by appearing at the Settlement Fairness Hearing. To the extent
17 any person wants to object in writing, such objections and any supporting papers, accompanied by proof
18 of Settlement Class membership, shall be filed with the Clerk of the Court, Superior Court of the State
19 of California, County of San Mateo, 400 County Center, Redwood City, CA 94063, and copies of all
20 such papers served no later than _____, 2015, which is thirty (30) calendar days prior to the
21 date scheduled herein for the Settlement Fairness Hearing, upon the following: Ellen Gusikoff Stewart,
22 Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, on
23 behalf of the Plaintiffs and the Settlement Class. Persons who intend to object in writing to the
24 Settlement, the Plan of Allocation, or the request for an award of attorneys' fees and expenses and/or
25 the request for the payment of Plaintiffs' time and expenses in representing the Settlement Class and
26 desire to present evidence at the Settlement Fairness Hearing must include in their written objections
27 copies of any exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. If an
28 objector hires an attorney to represent him, her or it for the purposes of making an objection, the

1 attorney must both effect service of a notice of appearance on counsel listed above and file it with the
2 Court by no later than _____, 2015. A Settlement Class Member who files a written
3 objection does not have to appear at the Settlement Fairness Hearing for the Court to consider his, her
4 or its objection. Any Settlement Class Member who does not make his, her, or its objection in the
5 manner provided shall be deemed to have waived such objection and shall be foreclosed from making
6 any objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to the Plan of
7 Allocation, or to the award of attorneys' fees and expenses to Plaintiffs' Counsel or Plaintiffs for their
8 time and expenses.

9 11. All papers in support of the Settlement, the Plan of Allocation, and any application by
10 Plaintiffs' Counsel for attorneys' fees and expenses and payment of Plaintiffs' time and expenses shall
11 be filed fourteen (14) calendar days prior to the deadline in paragraph 10 for objections to be filed. All
12 reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness
13 Hearing.

14 12. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia*
15 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
16 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

17 13. Defendants' counsel and Plaintiffs' Counsel shall promptly furnish each other with
18 copies of any and all objections that come into their possession.

19 14. Pending final determination of whether the Settlement should be approved, the Plaintiffs,
20 all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf,
21 shall not institute, commence, maintain or prosecute, and are hereby barred and enjoined from
22 instituting, commencing, maintaining or prosecuting, any action in any court or tribunal that asserts any
23 Released Claims against any Released Party.

24 15. All reasonable expenses incurred in identifying and notifying Settlement Class Members,
25 as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event
26 the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor
27 any of their counsel shall have any obligation to repay any amounts actually and properly disbursed, or
28 due and owing from the Settlement Fund as provided for in the Stipulation.

1 16. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
2 Plaintiffs or Defendants elect to terminate the Settlement then, in any such event, the Stipulation,
3 including any amendment(s) thereof, shall be null and void, of no further force or effect without
4 prejudice to any party, and may not be introduced as evidence or referred to in any action or
5 proceedings by any person or entity for any purpose, and each party shall be restored to his, her or its
6 respective position as it existed on March 19, 2015.

7 17. The Court may adjourn or continue the Settlement Fairness Hearing without further
8 written notice.

9 18. The Court retains exclusive jurisdiction over the Litigation to consider all further matters
10 arising out of or connected with the Settlement. The Court may approve the Settlement, with such
11 modifications as may be agreed by the Settling Parties, if appropriate, without further notice to the
12 Settlement Class.

13 IT IS SO ORDERED.

14
15 Dated: _____

HONORABLE MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A-1

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15 Attorneys for Plaintiff Wallace J. Desmarais Jr.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN MATEO

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

24 NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

25 EXHIBIT A-1

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

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

7 **WHY SHOULD I READ THIS NOTICE?**

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

27 **WHAT IS THIS LAWSUIT ABOUT?**

28 **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.

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

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.

1 CafePress was undergoing severe challenges in its small shops segment such that sales and revenue
2 growth, both domestically and internationally, in the shop segment was declining, and that consumer
3 search traffic to CafePress' small shops segment had undergone substantial erosion, which made it
4 difficult for CafePress to drive search traffic to its consumer websites.

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

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

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

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

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

27 **THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO
28 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.**

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

30 If you purchased or otherwise acquired the common stock of CafePress pursuant or traceable to
31 the Registration Statement filed in connection with CafePress' March 28, 2012 IPO through July 10,
32 2013 (the "Settlement Class Period"), you are a Settlement Class Member. As set forth in the
33 Stipulation, excluded from the Settlement Class are Defendants and their respective successors and
34 assigns; past and current officers and directors of CafePress and the Underwriter Defendants; members
35 of the immediate families of the Individual Defendants; the legal representatives, heirs, successors or
36 assigns of the Individual Defendants; any trust or entity in which any of the above excluded Persons
37 have or had a controlling interest or which is related to or affiliated with any of the Defendants; and any
38 Person who validly requests exclusion from the Settlement Class.

1 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

2 The Settlement, if approved, will result in the creation of a cash settlement fund of \$8,000,000
3 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and
4 minus the costs of this Notice and all costs associated with the administration of the Settlement, as well
5 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.

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

12 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

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

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

18 In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized
19 Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If,
20 however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of
21 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.

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

24 **Claims for the March 28, 2012 Initial Public Offering**

25 Initial Public Offering Price: \$19.00 per share
26 Closing price on the date the lawsuit was filed²: \$6.90 per share

27 _____
28 ² First class action complaint was filed on July 10, 2013.

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

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

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

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

24 Payment according to the Plan of Allocation will be deemed conclusive against all Authorized
25 Claimants. Covering purchases during the Settlement Class Period for shares originally sold short will
26 be excluded from the calculation of an Authorized Claimant's recognized claim. In the event that there
27 is a short position in CafePress common stock, the date of covering a "short sale" is deemed to be the
28 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. Shares held as of the
beginning of the Settlement Class Period will be excluded for purposes of calculating a market gain or
loss.

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

1 based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized
2 Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a
distribution of less than \$10.00.

3 Settlement Class Members who do not submit acceptable Proofs of Claim will not share in the
4 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.

5 Please contact the Claims Administrator or Plaintiffs' Settlement Counsel if you disagree with
6 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
7 Settlement Class Members and the claims administration process, to decide the issue by submitting a
written request.

8 Defendants, their respective counsel, and all other Released Parties will have no responsibility
9 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,
10 will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

11 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
12 reason of un-cashed 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
13 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)
14 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
15 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
16 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
17 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
18 Aid.

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

21 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
22 should have, or if your address changes, please contact the Claims Administrator at:

23 *CafePress Securities Litigation*
24 Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
25 San Rafael, CA 94912-8040
Phone: 1-888-566-1150
26 www.cafepressshareholderlitigation.com

1 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

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

4 **WHAT ARE THE REASONS FOR SETTLEMENT?**

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

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

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

22 **WHO REPRESENTS THE SETTLEMENT CLASS?**

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

28 **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.

1 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

2 If you want to keep the right to sue or continue to sue Defendants on your own about the legal
3 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.

4 To exclude yourself from the Settlement Class, you must send a letter by mail saying that you
5 want to be excluded from the Settlement Class in the following action: *In re CafePress Inc. Shareholder*
6 *Litigation*, Master File No. CIV522744. Be sure to include your name, address, telephone number, and
7 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 _____, 2015 and sent to the Claims Administrator at:

8 *CafePress Securities Litigation*
9 Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
10 San Rafael, CA 94912-8040

11 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,
12 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.

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

15 Yes. If you are a Settlement Class Member, you may object to the terms of the Settlement.
16 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
17 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’
18 Settlement Counsel **by _____, 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
19 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
20 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.

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

23 Objecting is telling the Court that you do not like something about the proposed Settlement, the
24 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
25 **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.

26 **HOW CAN I GET A PAYMENT?**

27 In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is
28 enclosed with this Notice or it may be downloaded at www.cafepressshareholderlitigation.com. Read

1 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)**
2 **no later than** _____. 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
3 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
4 bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

5 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

6 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
7 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
8 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
9 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
10 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
11 Prospectus issued in connection with CafePress' March 28, 2012 initial public offering.

12 "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,
13 underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or
auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal
14 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
15 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.

16 **THE SETTLEMENT FAIRNESS HEARING**

17
18 The Court will hold a Settlement Fairness Hearing on _____, 2015, at _____.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:
19 (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
20 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
21 Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to
members of the Settlement Class.

22
23 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
24 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
25 Settlement Fairness Hearing, with the Court **no later than** _____, 2015, and showing proof of service
on the following counsel:

1 Ellen Gusikoff Stewart
2 ROBBINS GELLER RUDMAN
& DOWD LLP
3 655 West Broadway, Suite 1900
San Diego, CA 92101

4 Unless otherwise directed by the Court, any Settlement Class Member who does not make his,
5 her or its objection in the manner provided shall be deemed to have waived all objections to this
6 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.

7 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

8 This Notice contains only a summary of the terms of the proposed Settlement. The records in
9 this Litigation may be examined and copied at any time during regular office hours, and subject to
10 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:

11 *CafePress Securities Litigation*
12 Claims Administrator
13 c/o Gilardi & Co. LLC
14 P.O. Box 8040
San Rafael, CA 94912-8040
Phone: 1-888-566-1150
www.cafepressshareholderlitigation.com

15 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &
16 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.

17 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

18 **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

19 If you hold any CafePress common stock purchased or otherwise acquired between March 28,
20 2012 and July 10, 2013, as a nominee for a beneficial owner, then, within ten (10) days after you
21 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:

22 *CafePress Securities Litigation*
23 Claims Administrator
24 c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

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

27 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing
28 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

1 would not have been incurred but for the obligation to forward the Notice, upon submission of
2 appropriate documentation to the Claims Administrator.

3 DATED: _____

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

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EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
Post Montgomery Center
3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
6 ELLEN GUSIKOFF STEWART (144892)
LAURIE L. LARGENT (153493)
7 ASHLEY M. ROBINSON (281597)
655 West Broadway, Suite 1900
San Diego, CA 92101
8 Telephone: 619/231-1058
619/231-7423 (fax)

9 Attorneys for Plaintiff Hussain Jinnah
10
11 GLANCY BINKOW & GOLDBERG LLP
ROBERT V. PRONGAY (270796)
EX KANO S. SAMS II (192936)
12 CASEY E. SADLER (274241)
ELAINE CHANG (293937)
13 1925 Century Park East, Suite 2100
Los Angeles, CA 90067
14 Telephone: 310/201-9150
310/201-9160 (fax)

15 Attorneys for Plaintiff Wallace J. Desmarais Jr.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN MATEO

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

24
25 PROOF OF CLAIM AND RELEASE
26 EXHIBIT A-2
27
28

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a member of the Settlement Class based on your claims in the action
3 entitled *In re CafePress Inc. Shareholder Litigation*, Master File No. CIV522744 (the "Litigation"), you
4 must complete and, on page ___ hereof, sign this Proof of Claim and Release form ("Proof of Claim").
5 If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim
6 may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in
7 connection with the proposed settlement.
8

9 2. Submission of this Proof of Claim, however, does not assure that you will share in the
10 proceeds of the settlement of the Litigation.

11 3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED
12 PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED
13 HEREIN, **NO LATER THAN _____, 2015**, ADDRESSED AS FOLLOWS:

14
15 *CafePress Securities Litigation*
16 Claims Administrator
17 c/o Gilardi & Co. LLC
18 P.O. Box 8040
19 San Rafael, CA 94912-8040
20 online submissions: www.cafepressshareholderlitigation.com

21 If you are NOT a member of the Settlement Class (as defined in the Notice of Proposed Settlement of
22 Class Action ("Notice")) DO NOT submit a Proof of Claim.

23 4. If you are a member of the Settlement Class and you did not timely request exclusion in
24 connection with the proposed settlement, you are bound by the terms of any judgment entered in the
25 Litigation, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF**
26 **CLAIM.**

27 **II. CLAIMANT IDENTIFICATION**

28 If you purchased or otherwise acquired CafePress Inc. ("CafePress" or the "Company")
common stock pursuant or traceable to the Registration Statement and Prospectus issued in connection
with CafePress' initial public offering ("IPO") on March 28, 2012 through and including July 10, 2013

1 and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the
2 record purchaser or acquirer. If, however, you purchased or otherwise acquired CafePress common
3 stock pursuant or traceable to CafePress' IPO on March 28, 2012 through and including July 10, 2013
4 and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm,
5 you are the beneficial purchaser or acquirer and the third party is the record purchaser or acquirer.

6 Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquirer
7 of record ("nominee"), if different from the beneficial purchaser or acquirer of the CafePress common
8 stock which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL
9 BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF
10 SUCH PURCHASER(S) OF ACQUIRER(S) OF THE CAFEPRESS COMMON STOCK UPON
11 WHICH THIS CLAIM IS BASED.

12 All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians,
13 conservators, and trustees must complete and sign this claim on behalf of persons represented by them
14 and their authority must accompany this claim and their titles or capacities must be stated. The Social
15 Security (or taxpayer identification) number and telephone number of the beneficial owner may be used
16 in verifying the claim. Failure to provide the foregoing information could delay verification of your
17 claim or result in rejection of the claim.

18 **III. CLAIM FORM**

19 Use Part II of this form entitled "Schedule of Transactions in CafePress Common Stock" to
20 supply all required details of your transaction(s). If you need more space or additional schedules, attach
21 separate sheets giving all of the required information in substantially the same form. Sign and print or
22 type your name on each additional sheet.

23 On the schedules, provide all of the requested information with respect to *all* of your purchases,
24 acquisitions and sales of CafePress common stock which took place pursuant or traceable to CafePress'
25 IPO on March 28, 2012 through and including July 10, 2013 (the "Settlement Class Period"), whether
26 such transactions resulted in a profit or a loss. You must also provide all of the requested information
27 with respect to *all* of the shares of CafePress common stock you held at the close of trading on July 10,
28 2013. Failure to report all such transactions may result in the rejection of your claim.

1 List each transaction in the Settlement Class Period separately and in chronological order, by
2 trade date, beginning with the earliest. You must accurately provide the month, day, and year of each
3 transaction you list.

4 The date of covering a “short sale” is deemed to be the date of purchase of CafePress common
5 stock. The date of a “short sale” is deemed to be the date of sale of CafePress common stock.

6 Copies of broker confirmations or other documentation of your transactions in CafePress
7 common stock should be attached to your claim. Failure to provide this documentation could delay
8 verification of your claim or result in rejection of your claim.

9 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
10 transactions may request, or may be requested, to submit information regarding their transactions in
11 electronic files. All claimants MUST submit a manually signed paper Proof of Claim whether or not
12 they also submit electronic copies. If you wish to file your claim electronically, you must contact the
13 Claims Administrator at 1-888-566-1150 to obtain the required file layout. No electronic files will be
14 considered to have been properly submitted unless the Claims Administrator issues to the claimant a
15 written acknowledgment of receipt and acceptance of electronically submitted data.

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1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF SAN MATEO

3 *In re CafePress Inc. Shareholder Litigation*

4 Master File No. CIV522744

5 PROOF OF CLAIM AND RELEASE

6 **Must Be Postmarked (if Mailed) or Received (if Filed Electronically) No Later Than:**

7 _____, 2015

8 Please Type or Print

9
10 **PART I: CLAIMANT IDENTIFICATION**

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/>		<input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/>		<input type="text"/>
Email Address		
<input type="text"/>		

20 **MAILING INFORMATION**

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

1 PART II: SCHEDULE OF TRANSACTIONS IN CAFEPRESS COMMON STOCK

2 A. Purchases or acquisitions of CafePress common stock (March 28, 2012 – July
3 10, 2013, inclusive):

Trade Date Month Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

9 IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes: Yes

10 (ii) If you received shares through an acquisition or merger, please identify the
11 date, the share amount and the company acquired:

12 _____
MM/DD/YYYY Merger Shares Company

13 B. Sales of CafePress common stock (March 28, 2012 – July 10, 2013, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

19 C. Number of shares of CafePress common stock held at the close of trading on
20 July 10, 2013: _____

21 **YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE**
22 **RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF**
23 **YOUR CLAIM.**

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement described in
4 the Notice. I (We) also submit to the jurisdiction of the Superior Court of the State of California,
5 County of San Mateo, with respect to my (our) claim as a Settlement Class Member and for purposes of
6 enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and
7 subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish
8 additional information to the Claims Administrator to support this claim if requested to do so. I (We)
9 have not submitted any other claim covering the same purchases, acquisitions or sales of CafePress
10 common stock during the Settlement Class Period and know of no other person having done so on my
11 (our) behalf.

12 **V. RELEASE**

13 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
14 finally, and forever settle, release, and discharge from the Released Claims each and all of the
15 "Released Parties," defined as each and all of the Defendants and their Related Persons. "Related
16 Persons" means each of a Defendant's past, present or future parents, subsidiaries and affiliates, and
17 their respective directors, officers, employees, partners, members, principals, agents, underwriters,
18 insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or
19 investment advisors or consultants, banks or investment bankers, personal or legal representatives,
20 predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a
21 Defendant has a controlling interest, any member of an Individual Defendant's immediate family, or
22 any trust of which any Individual Defendant is the settlor or which is for the benefit of any Defendant
23 and/or member(s) of his or her family.

24 2. "Released Claims" shall collectively mean any and all claims (including "Unknown
25 Claims" as defined below) against Defendants and their Related Persons, arising out of, relating to, or in
26 connection with both (i) the facts, events, transactions, acts, occurrences, statements, representations,
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1 misrepresentations, omissions which were or could have been alleged in the Litigation, and (ii) the
2 purchase or acquisition, holding, sale or disposition of CafePress common stock pursuant or traceable to
3 the Registration Statement and Prospectus issued in connection with CafePress' March 28, 2012 initial
4 public offering.

5
6 3. "Unknown Claims" means any Released Claims that Plaintiffs or any Settlement Class
7 Member does not know or suspect to exist in his, her or its favor at the time of the release of the
8 Released Parties which, if known by him, her or it, might have affected his, her or its settlement with
9 and release of the Released Parties, or might have affected his, her or its decision(s) with respect to the
10 settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that,
11 upon the Effective Date, Plaintiffs shall expressly waive, and each of the Settlement Class Members
12 shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all
13 provisions, rights, and benefits conferred by California Civil Code §1542 and any law of any state or
14 territory of the United States, or principle of common law, which is similar, comparable or equivalent to
15 California Civil Code §1542, which provides:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
17 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
18 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
19 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**
20 **HER SETTLEMENT WITH THE DEBTOR.**

21 Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from
22 those that any of them now knows or believes to be true related to the subject matter of the Released
23 Claims, but Plaintiffs shall expressly and each Settlement Class Member, upon the Effective Date, shall
24 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and
25 released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-
26 contingent, disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have
27 existed upon any theory of law or equity now existing or coming into existence in the future, including,
28 but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty,
law or rule, without regard to the subsequent discovery or existence of such different or additional facts.
The Settling Parties acknowledge, and Plaintiffs and the Settlement Class Members shall be deemed by

1 operation of the Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the
2 definition of Released Claims was separately bargained for and is a key element of the settlement of
3 which these releases are a part.

4 4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
5 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release
6 or any other part or portion thereof.

7 5. I (We) hereby warrant and represent that I (we) have included information about all of
8 my (our) transactions in CafePress common stock which occurred during the Settlement Class Period as
9 well as the number of shares of CafePress common stock held by me (us) at the close of trading on July
10 10, 2013.

12 I (We) declare under penalty of perjury under the laws of the United States of America that all
13 of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

14 Executed this _____ day of _____
15 (Month/Year)

16 in _____
17 (City) (State/Country)

18 _____
(Sign your name here)

19 _____
(Type or print your name here)

20 _____
21 (Capacity of person(s) signing,
22 e.g., Beneficial Purchaser or Acquirer,
Executor or Administrator)

23 **ACCURATE CLAIMS PROCESSING TAKES A**
24 **SIGNIFICANT AMOUNT OF TIME.**
25 **THANK YOU FOR YOUR PATIENCE.**

26 Reminder Checklist:

- 27 1. Please sign the above release and declaration.
28 2. Remember to attach copies of supporting documentation, if available.

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3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to:

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

7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR, IF MAILED,
POSTMARKED NO LATER THAN _____, 2015, ADDRESSED AS FOLLOWS:**

CafePress Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
www.cafepressshareholderlitigation.com

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
Post Montgomery Center
3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
ELLEN GUSIKOFF STEWART (144892)
6 LAURIE L. LARGENT (153493)
ASHLEY M. ROBINSON (281597)
7 655 West Broadway, Suite 1900
San Diego, CA 92101
8 Telephone: 619/231-1058
619/231-7423 (fax)

9 Attorneys for Plaintiff Hussain Jinnah
10
GLANCY BINKOW & GOLDBERG LLP
11 ROBERT V. PRONGAY (270796)
EX KANO S. SAMS II (192936)
12 CASEY E. SADLER (274241)
ELAINE CHANG (293937)
13 1925 Century Park East, Suite 2100
Los Angeles, CA 90067
14 Telephone: 310/201-9150
310/201-9160 (fax)

15 Attorneys for Plaintiff Wallace J. Desmarais Jr.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN MATEO

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

24
25 SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
26 EXHIBIT A-3
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1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR OTHERWISE**
2 **ACQUIRED CAFEPRESS, INC. (“CAFEPRESS” OR THE “COMPANY”) COMMON**
3 **STOCK PURSUANT OR TRACEABLE TO THE COMPANY’S REGISTRATION**
4 **STATEMENT AND PROSPECTUS FOR THE COMPANY’S MARCH 28, 2012**
5 **INITIAL PUBLIC OFFERING**

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

8 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2015, at _____.m.,
9 before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo,
10 Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, to determine whether: (1)
11 the proposed settlement as set forth in the Stipulation of Settlement dated April 2, 2015 (“Stipulation”)
12 of the above-captioned action (“Litigation”) for \$8,000,000 in cash should be approved by the Court as
13 fair, reasonable and adequate; (2) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the
14 Settlement Fund (as defined in the Notice of Proposed Settlement of Class Action (“Notice”), which is
15 discussed below); (3) to pay Plaintiffs for their time and expenses they incurred in representing the
16 Settlement Class in this Litigation out of the Settlement Fund; and (4) the Plan of Allocation should be
17 approved by the Court, as fair, reasonable and adequate.

18 This Litigation is a securities class action brought on behalf of those Persons who purchased or
19 otherwise acquired the common stock of CafePress pursuant or traceable to the Registration Statement
20 and Prospectus (“Registration Statement”) issued in connection with CafePress’ March 28, 2012 initial
21 public offering (“IPO”) during the period beginning on March 28, 2012 and ending on July 10, 2013
22 (“Settlement Class Members”), against CafePress, certain of its key executives and directors, and
23 Underwriters of CafePress’ IPO (collectively, “Defendants”) for allegedly misstating and omitting
24 material facts from the Registration Statement filed with the SEC in connection with the IPO, including:
25 by failing to disclose in the Registration Statement that for several quarters prior to the IPO, there were
26 weakening sales in the Company’s “shop” segment, softening international sales and fluctuations in key
27 product demand that placed immense pressure on CafePress’ core business and threatened the
28 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

1 shops segment had undergone substantial erosion, which made it difficult for CafePress to drive search
2 traffic to its consumer websites. Defendants deny all of Plaintiffs' allegations.

3 IF YOU PURCHASED OR OTHERWISE ACQUIRED CAFEPRESS COMMON STOCK
4 PURSUANT OR TRACEABLE TO THE COMPANY'S REGISTRATION STATEMENT FILED
5 WITH THE SEC IN CONNECTION WITH THE COMPANY'S MARCH 28, 2012 IPO, YOUR
6 RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION.

7 To share in the distribution of the Net Settlement Fund, you must establish your rights by
8 submitting a Proof of Claim by mail (postmarked no later than _____) or submitted electronically no
9 later than _____, 2015. Your failure to submit your Proof of Claim by _____, 2015, will subject your
10 claim to rejection and preclude your receiving any of the recovery in connection with the settlement of
11 this Litigation. If you are a member of the Settlement Class and do not request exclusion, you will be
12 bound by the settlement and any judgment and release entered in the Litigation, including, but not
13 limited to, the Judgment, whether or not you submit a Proof of Claim.

14 If you have not received a copy of the Notice, which more completely describes the settlement
15 and your rights thereunder (including your right to object to the settlement or exclude yourself from the
16 settlement), and a Proof of Claim form, you may obtain these documents, as well as a copy of the
17 Stipulation (which, among other things, contains definitions for the defined terms used in this Summary
18 Notice) and other settlement documents, online at www.cafepressshareholderlitigation.com, or by
19 writing to:

20 *CafePress Securities Litigation*
21 Claims Administrator
22 c/o Gilardi & Co. LLC
23 P.O. Box 8040
24 San Rafael, CA 94912-8040
25 Phone: 1-888-566-1150

26 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court. Inquiries
27 may also be made to a representative of Plaintiffs' Settlement Counsel:
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ROBBINS GELLER RUDMAN
& DOWD LLP
Shareholder Relations
Rick Nelson
655 West Broadway, Suite 1900
San Diego, CA 92101
Phone: 800-449-4900

IF YOU DESIRE TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST
SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED NO LATER THAN
_____, 2015, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL
MEMBERS OF THE SETTLEMENT CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM
THE SETTLEMENT CLASS WILL BE BOUND BY THE SETTLEMENT ENTERED IN THE
LITIGATION EVEN IF THEY DO NOT FILE A TIMELY PROOF OF CLAIM.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT
TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS'
COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE
PAYMENT TO PLAINTIFFS FOR THEIR TIME AND EXPENSES. ANY OBJECTIONS MUST BE
FILED WITH THE COURT AND SENT TO PLAINTIFFS' SETTLEMENT COUNSEL BY
_____, 2015, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: _____

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

EXHIBIT B

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
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3 One Montgomery Street, Suite 1800
San Francisco, CA 94104
4 Telephone: 415/288-4545
415/288-4534 (fax)
5 - and -
6 ELLEN GUSIKOFF STEWART (144892)
LAURIE L. LARGENT (153493)
7 ASHLEY M. ROBINSON (281597)
655 West Broadway, Suite 1900
San Diego, CA 92101
8 Telephone: 619/231-1058
619/231-7423 (fax)

9 Attorneys for Plaintiff Hussain Jinnah
10
11 GLANCY BINKOW & GOLDBERG LLP
ROBERT V. PRONGAY (270796)
EX KANO S. SAMS II (192936)
12 CASEY E. SADLER (274241)
ELAINE CHANG (293937)
13 1925 Century Park East, Suite 2100
Los Angeles, CA 90067
14 Telephone: 310/201-9150
310/201-9160 (fax)

15 Attorneys for Plaintiff Wallace J. Desmarais Jr.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN MATEO

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

24
25 JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT
26 EXHIBIT B
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1 WHEREAS, the Court is advised that the Settling Parties,¹ through their counsel, have agreed,
2 subject to Court approval following notice to the Settlement Class and a hearing, to settle this Litigation
3 upon the terms and conditions set forth in the Stipulation of Settlement dated April 2, 2015 (the
4 “Stipulation”), which was filed with the Court; and

5 WHEREAS, on _____, 2015, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the settlement, and approved the
7 form and manner of notice to the Settlement Class of the settlement, and said notice has been made, and
8 the fairness hearing having been held; and

9 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings
10 herein, and it appearing to the Court upon examination that the settlement set forth in the Stipulation is
11 fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been held after notice to
12 the Settlement Class of the settlement to determine if the Settlement is fair, reasonable, and adequate
13 and whether the Judgment should be entered in this Litigation;

14 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

15 A. The provisions of the Stipulation, including definitions of the terms used therein, are
16 hereby incorporated by reference as though fully set forth herein.

17 B. This Court has jurisdiction of the subject matter of this Litigation and over all of the
18 Settling Parties and all members of the Settlement Class.

19 C. With respect to the Settlement Class, the Court finds that:

20 (i) The members of the Settlement Class are so numerous that their joinder in the
21 Litigation is impracticable. There were approximately 5.175 million shares of CafePress common stock
22

23 _____
24 ¹ As used herein, the term “Settling Parties” means (i) Plaintiffs Wallace J. Desmarais Jr. and
25 Hussain Jinnah (collectively, “Plaintiffs”) (on behalf of themselves and each of the Settlement Class
26 Members), by and through their counsel of record; (ii) the Defendants CafePress Inc. (“CafePress” or
27 the “Company”), Bob Marino, Monica N. Johnson, Fred E. Durham III, Brad W. Buss, Patrick J.
28 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 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”).

1 offered through the IPO. The Settlement Class is, therefore, sufficiently numerous to render joinder
2 impracticable;

3 (ii) The Settlement Class is ascertainable because members of the Settlement Class
4 share common characteristics that are sufficient for persons to determine whether they are members of
5 the Settlement Class, *i.e.*, whether they purchased or otherwise acquired CafePress common stock
6 pursuant or traceable to the Registration Statement issued in connection with CafePress' IPO;

7 (iii) There are questions of law and fact common to the Settlement Class. Those
8 questions include whether the Defendants violated the Securities Act of 1933, whether the Registration
9 Statement contained misstatements or omissions, whether any misstatements or omissions were
10 material, and whether any misstatements or omissions caused harm to the members of the Settlement
11 Class;

12 (iv) The claims of the Plaintiffs are typical of the claims of the Settlement Class
13 Members. Plaintiffs claim to have purchased or otherwise acquired the common stock pursuant or
14 traceable to the same Registration Statement as the members of the Settlement Class. Consequently,
15 Plaintiffs claim that they and the other members of the Settlement Class sustained damages as a result
16 of the same misconduct by Defendants;

17 (v) Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented and
18 protected the interests of the Settlement Class Members. Plaintiffs have no interests in conflict with
19 absent members of the Settlement Class. The Court is satisfied that Plaintiffs' Counsel are qualified,
20 experienced and have represented the Settlement Class to the best of their abilities;

21 (vi) The questions of law or fact common to the members of the Settlement Class
22 predominate over any questions affecting only individual members;

23 (vii) A class action is the superior means of resolving the Litigation.

24 D. The form, content, and method of dissemination of notice given to the Settlement Class
25 was adequate and reasonable and constituted the best notice practicable under the circumstances,
26 including individual notice to all Settlement Class Members who could be identified through reasonable
27 effort.

28

1 E. Notice, as given, complied with the requirements of California law, satisfied the
2 requirements of due process and constituted due and sufficient notice of the matters set forth herein.

3 F. The settlement set forth in the Stipulation is fair, reasonable, and adequate.

4 (i) The settlement was vigorously negotiated at arm's length by Plaintiffs on behalf
5 of the Settlement Class and by Defendants, all of whom were represented by highly experienced and
6 skilled counsel. The case settled only after: (a) a mediation conducted by an experienced mediator who
7 was thoroughly familiar with this Litigation; (b) the exchange of detailed mediation statements prior to
8 the mediation which highlighted the factual and legal issues in dispute; (c) Plaintiffs' Counsel's
9 extensive investigation, which included, among other things, a review of CafePress' press releases,
10 Securities Exchange Commission filings, analyst reports, media reports and other publicly disclosed
11 reports and information about the Defendants; (d) the removal of this Litigation to federal court and a
12 successful remand motion to state court; (e) the drafting and submission of a detailed Consolidated
13 Complaint for Violation of §§11 and 15 of the Securities Act of 1933 ("Complaint") that survived
14 Defendants' demurrer; (f) the review and analysis of non-public documents produced by Defendants
15 and third parties; (g) the Settling Parties' responses to interrogatories; and (h) extensive briefing on
16 Plaintiffs' motion for class certification. Accordingly, both the Plaintiffs and Defendants were well-
17 positioned to evaluate the settlement value of this Litigation. The Stipulation has been entered into in
18 good faith and is not collusive.

19 (ii) If the settlement had not been achieved, both Plaintiffs and Defendants faced the
20 expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either
21 Plaintiffs' or Defendants' arguments, but notes these arguments as evidence in support of the
22 reasonableness of the settlement.

23 G. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of
24 the Settlement Class Members in connection with the settlement.

25 H. Plaintiffs, all Settlement Class Members, and Defendants are hereby bound by the terms
26 of the settlement set forth in the Stipulation.
27
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1 **IT IS HEREBY ORDERED THAT:**

2 1. The Settlement Class, defined in the Stipulation as: “all Persons who purchased or
3 otherwise acquired the common stock of CafePress pursuant or traceable to the Registration Statement
4 and Prospectus issued in connection with CafePress’ March 28, 2012 initial public offering. Excluded
5 from the Settlement Class are: the Defendants and their respective successors and assigns; past and
6 current officers and directors of CafePress and the Underwriter Defendants; members of the immediate
7 families of the Individual Defendants; the legal representatives, heirs, successors or assigns of the
8 Individual Defendants; any trust or entity in which any of the above excluded Persons have or had a
9 controlling interest or which is related to or affiliated with any of the Defendants; and any Person who
10 validly requests exclusion from the Settlement Class,” is certified solely for purposes of this Settlement.

11 2. The settlement on the terms set forth in the Stipulation is finally approved as fair,
12 reasonable and adequate. The settlement shall be consummated in accordance with the terms and
13 provisions of the Stipulation. The Settling Parties are to bear their own costs, except as otherwise
14 provided in the Stipulation.

15 3. All Released Parties as defined in the Stipulation are released in accordance with, and as
16 defined in, the Stipulation.

17 4. Upon the Effective Date, Plaintiffs and each Settlement Class Member shall be deemed
18 to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished,
19 and discharged all Released Claims against the Released Parties, whether or not such Settlement Class
20 Member executes and delivers a Proof of Claim and Release.

21 5. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
22 operation of this Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs’ Counsel
23 and each and all of the Settlement Class Members from all Settled Defendants’ Claims.

24 6. All Settlement Class Members who have not made their objections to the settlement in
25 the manner provided in the Notice are deemed to have waived any objections by appeal, collateral
26 attack, or otherwise.

1 7. All Settlement Class Members who have failed to properly file requests for exclusion
2 (requests to opt out) from the Settlement Class are bound by the terms and conditions of the Stipulation
3 and this Final Judgment.

4 8. The requests for exclusion, if any, by the persons or entities identified in Exhibit A to
5 this Judgment are accepted by the Court.

6 9. All other provisions of the Stipulation are incorporated into this Judgment as if fully
7 rewritten herein. To the extent that the terms of this Judgment conflict with the terms of the Stipulation,
8 the Stipulation shall control.

9 10. Plaintiffs and all Settlement Class Members are hereby barred and enjoined from
10 instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released
11 Claims against any of the Released Parties.

12 11. Neither the Stipulation nor the settlement, nor any act performed or document executed
13 pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be deemed to be, or may
14 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released
15 Claim or of any wrongdoing or liability of the Defendants and the Released Parties; or (b) is or may be
16 deemed to be, or may be used, as a presumption, concession, or admission of, or evidence of, any fault
17 or omission of any of the Defendants and the Released Parties in any civil, criminal or administrative
18 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an
19 admission or evidence that any claims asserted by Plaintiffs were not valid in any civil, criminal or
20 administrative proceeding. Defendants and the Released Parties may file the Stipulation and/or this
21 Judgment in any action that may be brought against them in order to support a defense or counterclaim
22 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
23 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
24 counterclaim.

25 12. Pursuant to and in full compliance with California law, this Court hereby finds and
26 concludes that due and adequate notice was directed to all Persons and entities who are Settlement Class
27 Members advising them of the Plan of Allocation and of their right to object thereto, and a full and fair
28

1 opportunity was accorded to all Persons and entities who are Settlement Class Members to be heard
2 with respect to the Plan of Allocation.

3 13. The Court hereby finds and concludes that the formula for the calculation of the claims
4 of Authorized Claimants, which is set forth in the Notice of Proposed Settlement of Class Action (the
5 “Notice”) sent to Settlement Class Members, provides a fair and reasonable basis upon which to
6 allocate the proceeds of the Net Settlement Fund established by the Stipulation among Settlement Class
7 Members, with due consideration having been given to administrative convenience and necessity.

8 14. The Court hereby awards Plaintiffs’ Counsel attorneys’ fees of \$_____, plus
9 expenses in the amount of \$_____, together with the interest earned thereon for the same time
10 period and at the same rate as that earned on the Settlement Fund until paid. The Court finds that the
11 amount of fees awarded is appropriate and that the amount of fees awarded is fair and reasonable given
12 the contingent nature of the case and the substantial risks of non-recovery, the time and effort involved,
13 and the result obtained for the Settlement Class.

14 15. The awarded attorneys’ fees and expenses and interest earned thereon shall immediately
15 be paid to Plaintiffs’ Counsel from the Settlement Fund subject to the terms, conditions, and obligations
16 of the Stipulation, which terms, conditions and obligations are incorporated herein.

17 16. Time and expenses are awarded to the following Plaintiffs in the amounts indicated:
18 Wallace J. Desmarais Jr. \$_____, and Hussain Jinnah \$_____. Such reimbursement is
19 appropriate considering their active participation as Plaintiffs in this action, as attested to by the
20 declarations submitted to the Court. Such reimbursement is to be paid from the Settlement Fund.

21 17. In the event that the Stipulation is terminated in accordance with its terms: (i) this
22 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Litigation
23 shall proceed as provided in the Stipulation.

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1 18. Without affecting the finality of this Judgment in any way, this Court retains continuing
2 jurisdiction over: (a) implementation of this settlement and any award or distribution of the Settlement
3 Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and
4 determining applications for attorneys' fees, interest and expenses in the Litigation; and (d) all parties
5 hereto for the purposed of construing, enforcing, and administrating the Stipulation.

6 19. The Court finds that during the course of the Action, the Settling Parties and their
7 respective counsel at all times acted professionally and in compliance with California Code of Civil
8 Procedure §128.7, and all similar statutes or court rules with respect to any claims or defenses in the
9 Litigation.

10 IT IS SO ORDERED.

11 DATED: _____

HONORABLE MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

DECLARATION OF SERVICE BY MAIL

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested party in the within action; that declarant's business address is 655 West Broadway, Suite 1900, San Diego, California 92101.

2. That on April 10, 2015, declarant served the STIPULATION OF SETTLEMENT by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed on the attached Service List.

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 10, 2015, at San Diego, California.



DONNA S. SCOTT

CAFEPRESS

Service List - 4/10/2015 (13-0108)

Page 1 of 2

Counsel for Defendant(s)

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One Bush Street, Suite 1600
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415/262-4500
415/262-4555(Fax)

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Palo Alto, CA 94304
650/233-4500
650/233-4545(Fax)

David L. Stanton
Pillsbury Winthrop Shaw Pittman LLP
725 S. Figueroa Street, Suite 1200
Los Angeles, CA 90017
213/488-7100
213/629-1033(Fax)

Counsel for Plaintiff(s)

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