

SCANNED

4-24-15

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

18 In re CAFEPRESS INC. SHAREHOLDER)
19 LITIGATION)

Master File No CIV522744

CLASS ACTION

20 _____)
21 This Document Relates To:)

Assigned for All Purposes to
Hon Marie S Weiner

22 ALL ACTIONS)
23 _____)

Dept 2
DATE ACTION FILED 07/10/13

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

RECEIVED

APR 10 2015

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

FILED
SAN MATEO COUNTY

MAY 08 2015

Clerk of the Superior Court

By MA
DEPUTY CLERK

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 August 11, 2015, at 9:00 a.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 ²¹~~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 ²¹~~thirty (30)~~ July 21, 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 July 21, 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 MAY 11 2015

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
19 LITIGATION

) Master File No. CIV522744

) CLASS ACTION

20 _____
21 This Document Relates To:

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

22 ALL ACTIONS.

) Dept. 2

) DATE ACTION FILED. 07/10/13

23
24
25 NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

26 EXHIBIT A-1
27
28

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 51,750 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
on the number of claims submitted, when during the Settlement Class Period a Settlement Class
Member purchased or acquired CafePress common stock, the purchase price paid, and whether those
shares were held at the end of the Settlement Class Period or sold during the Settlement Class Period,
and, if sold, when they were sold and the amount received See Plan of Allocation below for more
information on your recognized claim.

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

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

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
reflects an assessment of damages that they believe could have been recovered had Plaintiffs prevailed
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
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.

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

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

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

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

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

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

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

The total of all profits shall be subtracted from the total of all losses from transactions during the Settlement Class Period to determine if a Settlement Class Member has a recognized claim. Only if a Settlement Class Member had a net market loss, after all profits from transactions in CafePress common stock during the Settlement Class Period are subtracted from all losses, will such Settlement Class Member be eligible to receive a distribution from the Net Settlement Fund. 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
5 nevertheless bind Settlement Class Members who do not submit a request for exclusion and/or submit
an acceptable Proof of Claim.

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

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

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

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
22 address, you need not contact Plaintiffs' Counsel. If you did not receive this Notice but believe you
should have, or if your address changes, please contact the Claims Administrator at:

23 *CafePress Securities Litigation*
24 Claims Administrator
25 c/o Gilardi & Co. LLC
26 P.O. Box 8040
27 San Rafael, CA 94912-8040
28 Phone 1-888-566-1150
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 The Court will hold a Settlement Fairness Hearing on _____, 2015, at _____.m., before the
18 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 Any Settlement Class Member may appear at the Settlement Fairness Hearing and be heard on
23 any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or
its objection is made in writing and is filed, together with proof of membership in the Settlement Class
24 and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the
Settlement Fairness Hearing, with the Court **no later than** _____, 2015, and showing proof of service
25 on the following counsel:

1 Ellen Gusikoff Stewart
2 ROBBINS GELLER RUDMAN
3 & DOWD LLP
4 655 West Broadway, Suite 1900
5 San Diego, CA 92101

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

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

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

16 *CafePress Securities Litigation*
17 Claims Administrator
18 c/o Gilardi & Co. LLC
19 P.O. Box 8040
20 San Rafael, CA 94912-8040
21 Phone 1-888-566-1150
22 www.cafepressshareholderlitigation.com

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

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

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

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

29 *CafePress Securities Litigation*
30 Claims Administrator
31 c/o Gilardi & Co. LLC
32 P.O. Box 8040
33 San Rafael, CA 94912-8040

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

37 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing
38 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

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 -
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)	
20 _____	)	<u>CLASS ACTION</u>
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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

In re CafePress Inc Shareholder Litigation

Master File No. CIV522744

PROOF OF CLAIM AND RELEASE

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

_____, 2015

Please Type or Print

PART I CLAIMANT IDENTIFICATION

Last Name	MI	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	MI	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	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>	or <input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)	Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address	
<input type="text"/>	

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"/>

PART II SCHEDULE OF TRANSACTIONS IN CAFEPress COMMON STOCK

A. Purchases or acquisitions of CafePress common stock (March 28, 2012 – July 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. _____

IMPORTANT (i) If any purchase listed covered a "short sale," please mark Yes ☐ Yes

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

_____/_____/_____
MM/DD/YYYY Merger Shares Company

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. _____

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

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF 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,
27
28

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

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

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

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

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

Executed this _____ day of _____
(Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e g, Beneficial Purchaser or Acquirer,
Executor or Administrator)

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

Reminder Checklist:

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

- 1 3. **Do not send** originals of certificates or other documentation as they will not be
2 returned
3
4 4. Keep a copy of your claim form and all supporting documentation for your records.
5
6 5. If you desire an acknowledgment of receipt of your claim form, please send it
7 Certified Mail, Return Receipt Requested.
8
9 6 If you move, please send your new address to:

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

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

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

14 *CafePress Securities Litigation*
15 Claims Administrator
16 c/o Gilardi & Co LLC
17 P.O. Box 8040
18 San Rafael, CA 94912-8040
19 www.cafepressshareholderlitigation.com
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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)	
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 SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

25 EXHIBIT A-3

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
San Rafael, CA 94912-8040
Phone: 1-888-566-1150

24 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court. Inquiries
25 may also be made to a representative of Plaintiffs' Settlement Counsel.

1 ROBBINS GELLER RUDMAN
2 & DOWD LLP
3 Shareholder Relations
4 Rick Nelson
5 655 West Broadway, Suite 1900
6 San Diego, CA 92101
7 Phone. 800-449-4900

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

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

20 DATED: _____

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

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

Page 1 of 2

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CAFEPRESS

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

Page 2 of 2

Courtesy Copy

Honorable Marie S. Weiner
San Mateo Superior Court
400 County Center, 2nd Floor
Department 2, Courtroom 2E
Redwood City, CA 94063
650/261-5102