

**FILED**  
Clerk of the Superior Court

JUN 27 2025

By: A. Wagoner

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

DEBBIE LEI, individually and on behalf of all  
others similarly situated,

*Plaintiff,*

v.

ZAZZLE INC.,

*Defendant.*

Case No. 24CU027803N

**~~[PROPOSED]~~ ORDER GRANTING  
UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1 Before the Court is Plaintiff Debbie Lei's Unopposed Motion for Final Approval of Class  
2 Action Settlement (the "Motion"). The Court held a Final Approval Hearing on June 27, 2025. The  
3 Court has reviewed Plaintiff's Motion and documents submitted in support thereof, the record in this  
4 case, and the relevant law. Being fully advised, the Court **GRANTS** Plaintiff's Motion. The Court  
5 **ORDERS** and makes the following findings and determinations:

6 1. The Court has personal jurisdiction over all of the Parties to this Action, including  
7 Class Members. And the Court has subject matter jurisdiction over this Action, and all matters  
8 related to the Settlement.

9 2. The Settlement Agreement ("Agreement") is incorporated by reference into this  
10 Order and is adopted by the Court.

11 Approval of Notice and Settlement Administration

12 3. Direct notice was distributed to Class Members as ordered in this Court's Preliminary  
13 Approval Order.

14 4. The Court finds that Notice was disseminated in a manner that: (a) constituted the  
15 best notice practicable under the circumstances; (b) was reasonably calculated to inform all Class  
16 Members of this Action, of the terms and effect of this Settlement, of their right to opt out of or  
17 object to this Settlement, of the Final Approval Hearing, of Class Counsel's fees and costs request,  
18 and of the Class Representative's request for incentive awards; (c) constituted adequate and  
19 sufficient notice to all Class Members; (d) satisfied the requirements of the United States  
20 Constitution and all other applicable law. The Court notes that the notice program resulted in near-  
21 universal notice to Class Members, as approximately 94% of Class Members received notice. This  
22 result shows that the notice plan was well-devised and executed.

23 5. The notices themselves provided all relevant information concerning the claims, the  
24 Settlement's terms and impact, and Class Members' ability to opt out of or object to the Settlement.  
25 Agreement, Exs. A and B; Declaration of Will Christen of Angeion Group at ¶ 8 & Ex. A. Plus, in  
26 addition to direct notice, the Settlement Administrator established and ran a Settlement Website that  
27 provided additional information to Class Members, including an FAQ page, contact information, and

1 relevant documents. In sum, the Court finds that thorough and effective Notice was successfully  
2 administered.

3 Certification of the Settlement Class

4 6. Pursuant to CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section  
5 382, the Court finally certifies the following Class, for settlement purposes only:

- 6 • All persons who, while in the states of California or Washington, purchased one or  
7 more products at a purported discount on Defendant's website Zazzle.com from July  
8 1, 2020, to September 25, 2023; and  
9 • All persons who, while in the state of Oregon, purchased one or more products at a  
10 purported discount on Defendant's website Zazzle.com from July 1, 2023, to  
11 September 25, 2023.

12 7. This Class is the same as was conditionally certified in the Court's Preliminary  
13 Approval Order. The Court again finds that this Settlement Class satisfies the requirements of CRC  
14 3.769, Civil Code section 1781, and Code of Civil Procedure section 382.

15 8. First, the Settlement Class, which consists of over 1.2 million members, is so  
16 numerous that joinder of all Class Members in a single action is impracticable. The Class is  
17 ascertainable both through its definition and through Defendant's records. Next, there are numerous  
18 common questions of law and fact, and these common questions predominate over all individual  
19 questions. In addition, the claims of the Class Representative are typical of the Settlement Class.  
20 And the Class Representative, along with Class Counsel, has no conflicts with Settlement Class  
21 Members and have fairly and adequately represented the Class's interests. Finally, because the  
22 claims are numerous and low in value, a class action is a superior mechanism for their resolution.

23 9. For these reasons, the Court reaffirms its preliminary certification of the Class for  
24 settlement purposes, its preliminary appointment of Debbie Lei as Class Representative, and its  
25 preliminary appointment of Dovel & Luner LLP as Class Counsel.

26 The Settlement Warrants Final Approval

27 10. Pursuant to CRC 3.769, the Court grants final approval of the Settlement.

1           11.     The Settlement is entitled to the presumption of fairness because it was reached  
2 through arm's-length bargaining, the parties' investigation and discovery were sufficient to allow  
3 counsel and the court to act intelligently, counsel is experienced in similar litigation, and the  
4 percentage of objectors is small.

5           12.     The Settlement was negotiated at arm's length with the aid of an experienced  
6 mediator. The Parties spent months negotiating and spoke with a mediator multiple times before the  
7 final Agreement was executed.

8           13.     Prior to mediation, the Parties exchanged pertinent information. Class Counsel  
9 represents that they used this information to assess the Class's claims, Defendant's defenses, and  
10 develop multiple damages models, and that Class Counsel's analysis of these issues was included in  
11 Plaintiff's mediation brief. Thus, the Parties approached negotiations with sufficient information to  
12 thoroughly evaluate the value of the case and potential agreements.

13          14.     Class Counsel has substantial experience litigating class actions, including a special  
14 expertise in cases alleging deceptive price advertising such as this one. So, Class Counsel's  
15 recommendation of this Settlement is entitled to weight.

16          15.     The percentage of objectors was small. Only one out of over 1.2 million Class  
17 Members objected to the Settlement, and only three opted to exclude themselves from the  
18 Settlement.

19          16.     In addition to the presumption of fairness, other factors present here show that the  
20 Settlement is fair, reasonable, and adequate to all concerned.

21          17.     The Settlement provides significant value to the Class. The Settlement provides direct  
22 compensation to Class Members in the form of Settlement Vouchers that Class Members may use to  
23 purchase on Zazzle.com and a free one-month membership to Zazzle Plus, which will allow Class  
24 Members to receive free shipping on their purchase(s) during that time. The Settlement also provides  
25 indirect compensation to Class Members, as Defendant will pay for notice and administration costs,  
26 attorneys' fees and expenses, and an incentive award to the Class Representative. This is an  
27

1 excellent outcome for the Settlement Class and compares very favorably to settlements in similar  
2 class actions.

3 18. There were significant risks of continued litigation. The Parties vigorously contest  
4 liability and damages in this Action, and, without settlement, Plaintiff would face numerous  
5 obstacles at each stage of litigation including class certification, maintaining class certification,  
6 summary judgment, and trial. Plus, regardless of Plaintiff's future success, continued litigation  
7 would impose additional expense and delay that could undercut any potential recovery for the Class.

8 19. Both the Class Representative and Class Counsel adequately represented the Class  
9 and recommend this Settlement. The Class Representative actively participated in the Action and  
10 provided valuable service to the Class. And Class Counsel arduously negotiated this Settlement.  
11 There are no signs of collusion that give the Court pause.

12 Approval of Attorneys' Fees, Costs, and Incentive Awards

13 20. After considering Class Counsel's Motion for Attorneys' Fees, Costs, and Incentive  
14 Awards, the Court grants the requested attorneys' fees award of \$633,515.54. The fee award is well-  
15 below the average award by California courts of 33.3%, and is justified given the excellent result  
16 achieved for the Settlement Class in this case. The Court has considered relevant factors to assess the  
17 reasonableness of the fees, including the results obtained for the Class, the risks presented by the  
18 case, Class Counsel's experience in this area and the quality of the work on this case, and that Class  
19 Counsel took this case on a contingency basis.

20 21. The Court recognizes that it has the discretion to forgo a lodestar cross-check and  
21 finds that a lodestar cross-check is not necessary here. In any event, in the Fee Motion, Class  
22 Counsel provided the time spent on the case, and this information reveals that a lodestar cross-check  
23 would confirm the reasonableness of Class Counsel's fee request.

24 22. The Court also finds that the costs incurred by Class Counsel were reasonable and  
25 grants Class Counsel's request for \$16,484.46 in cost reimbursements.  
26  
27

1           23.     The Court also grants the Class Representative's request for a \$2,500 incentive  
2 award. This award is justified given the Class Representative's participation in this action and her  
3 service to the Settlement Class.

4           Release of Claims and Final Judgment

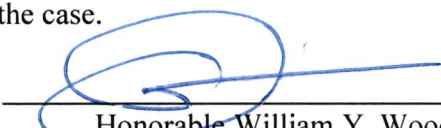
5           24.     Upon entry of this Order, the claims asserted in this Action, and the Released Claims  
6 of each Class Member, are fully, finally, and forever released and discharged by Class Members who  
7 did not submit valid requests for exclusion, pursuant to the terms of the Settlement Agreement. Thus,  
8 Class Members are permanently barred and enjoined from asserting, commencing, prosecuting or  
9 continuing any of the Released Claims against the Released Parties as provided in the Settlement  
10 Agreement. The three Class Members who opted out of the Settlement Agreement have not released  
11 any claims and will retain all rights against Defendant.

12           25.     As a result of the Settlement's Final Approval, **Final Judgment** is entered based on  
13 the Parties' Settlement Agreement. Accordingly, this action is **DISMISSED WITH PREJUDICE**,  
14 with all Parties to bear their own costs and fees except as set forth herein.

15           26.     Notwithstanding the foregoing, and without affecting the finality of this Order in any  
16 way, the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement, and  
17 guarantee that its terms and this Order are carried out.

18  
19 The Clerk is **DIRECTED** to enter this Judgment and close the case.

20 DATED: \_\_\_\_\_, 2025

  
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Honorable William Y. Wood  
Judge of the Superior Court