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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
8/22/2024 3:51:00 PM
Clerk of the Superior Court
By N. Lopez, Deputy Clerk

Attorneys for Plaintiff and the Putative Class

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

HEATHER VILLEGAS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CRICUT, INC.,

Defendant.

Case No. 37-2023-00009047-CU-FR-CTL

**DECLARATION OF HEATHER
VILLEGAS IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Blaine Bowman
Date: October 11, 2024
Time: 8:30 a.m.
Dept.: C-74

1 I, Heather Villegas, hereby declare as follows:

2 1. I am an adult over the age of 18 and am currently a citizen of the State of
3 California. I am a Class Representative in the lawsuit entitled *Villegas v. Cricut, Inc.*, Case No.
4 37-2023-00009047-CU-FR-CTL, currently pending in the San Diego Superior Court. I make this
5 Declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action
6 Settlement. The statements made in this Declaration are based on my personal knowledge and, if
7 called as a witness, I could and would testify thereto.

8 2. In or around August 2021, I signed up for a free trial to Defendant's monthly
9 Standard Cricut Access subscription from Defendant's website while in California. Subsequently,
10 in or around September of 2021, I alleged that Defendant automatically converted my free trial
11 into a paid subscription and began automatically charging recurring monthly fees to my Payment
12 Method at the rate of approximately \$10.00 per month. All told, between September 2021 and
13 February 2023, I alleged that Defendant charged monthly subscription and/or renewal fees to my
14 Payment Method on at least eighteen (18) occasions, charging a total of approximately \$180 in
15 unauthorized fees to my Payment Method, which I paid when such funds were automatically
16 withdrawn from my account.

17 3. I assisted with the litigation of this case by detailing my Cricut Subscription account
18 history and the associated subscription and/or renewal fees that I had been charged. Specifically, I
19 described to my lawyers my relationship as a subscriber with Defendant, the nature of the charges
20 Defendant posted to my Payment Method, my experience with Defendant's sign-up process and
21 the associated disclosures, and a history of the charges I paid. I also provided my lawyers with
22 documentation as to these items.

23 4. I worked with my attorneys to prepare the Class Action Complaint. I carefully
24 reviewed the Class Action Complaint for accuracy and approved it before it was filed.

25 5. During the course of this litigation, I kept in regular contact with my lawyers.
26 Specifically, I conferred with them regularly by phone and e-mail to discuss the status of the case.
27 We also discussed case strategy, anticipated motions and discovery, mediation, and the prospects
28

1 of settlement. Furthermore, when appropriate, I informed my lawyers of additional facts for their
2 research and consideration.

3 6. I also coordinated with my lawyers to search for documents that Defendant was
4 likely to request in written discovery, including but not limited to copies of the acknowledgment
5 email I received from Defendant upon enrolling in my Cricut Subscription and billing records
6 reflecting the dates on which I was charged renewal fees in connection with my Cricut
7 Subscription and the amounts of those charges. I was also prepared to testify at deposition and
8 trial, if necessary.

9 7. My lawyers have kept me well informed regarding their efforts to resolve this
10 matter. I was fully informed and involved regarding the parties' mediation and settlement efforts.
11 I carefully reviewed the Settlement Agreement and discussed the material terms with my attorneys
12 prior to signing.

13 8. Based on the interactions and my relationship with my attorneys, I believe they
14 have fairly and adequately represented me and the Settlement Class and will continue to do so.

15 9. Throughout this litigation, I understood that, as a Class Representative, I have an
16 obligation to protect the interests of other Settlement Class Members and not act just for my own
17 personal benefit. I do not have any conflicts with other Settlement Class Members. I have done
18 my best to protect the interests of other Settlement Class Members and will continue to fairly and
19 adequately represent the Settlement Class to the best of my ability.

20 10. I estimate that I spent approximately 30 hours working with my lawyers on this
21 case.

22 I declare under penalty of perjury that the above and foregoing is true and accurate.

23 Executed this 22nd day of July, 2024, at San Diego, CA.

24
25
26 Heather Villegas
Heather Villegas (Jul 22, 2024 15:31 PDT)

Heather Villegas