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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By N. Lopez ,Deputy Clerk

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 JULIA K. VENDITTI
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, Julia K. Venditti, hereby declare as follows:

2 1. I am an associate at Bursor & Fisher, P.A., counsel of record for Plaintiff in this
3 action. I am an attorney at law licensed to practice in the State of California, and I am a member
4 of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if
5 called as a witness, I could and would testify competently thereto.

6 2. I make this declaration in support of Plaintiff's motion for preliminary approval of
7 class action settlement filed herewith.

8 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' Class Action
9 Settlement Agreement, and the exhibits attached thereto.

10 4. On March 3, 2023, Plaintiff filed her class action lawsuit in the Superior Court for
11 the County of San Diego, alleging that when consumers sign up for "Cricut Access" subscription
12 plans for products and services under the Cricut brand name (the "Cricut Subscriptions"), through
13 the Cricut Website or App, Defendant enrolls consumers in an automatically renewing subscription
14 that results in recurring monthly or annual charges to the consumer's payment method. Plaintiff
15 further alleges that Defendant engages in this autorenewal scheme without first providing
16 California consumers the requisite disclosures and authorizations required under the ARL.
17 Furthermore, Plaintiff alleges that every violation of the ARL constitutes an "unlawful" practice
18 under the UCL, FAL, and CLRA. Plaintiff also brought claims against Defendant for conversion,
19 unjust enrichment / restitution, negligent misrepresentation, and fraud. *See Class Action*
20 *Complaint ("Compl.")*.

21 5. After Plaintiff filed her Complaint, Defendant filed its Answer on March 30, 2023.
22 Next, the Parties submitted a Case Management Conference Statement on July 20, 2023, and
23 attended a Case Management Conference on August 4, 2023. Around that time, the Parties agreed
24 to endeavor to mediate their claims.

25 6. From the outset of the case, the Parties engaged in direct communications regarding
26 early resolution, which ultimately led to a mediation before Judge Richard Kramer (Ret.), an
27 experienced neutral affiliated with JAMS, on October 25, 2023. Before his retirement, Judge
28 Kramer served as a judge in San Francisco Superior Court for nearly two decades, including

1 presiding over cases in the Complex department for his last 13 years on the bench. Judge
2 Kramer's tenure as a judge followed 24 years of law practice as a commercial litigator. Judge
3 Kramer has overseen hundreds of class action lawsuits in California courts during his career, and is
4 one of the most experienced mediators for class action settlements in the field today.

5 7. In the months leading up to the mediation, the Parties were in regular
6 communication with each other and with Judge Kramer, as the Parties sought to crystallize the
7 disputed issues, produce focused information and data, and narrow potential frameworks for
8 resolution. Prior to the mediation, the Parties exchanged briefing on the key facts, legal issues,
9 litigation risks, and potential settlement structures. Further, during this period and in connection
10 with the mediation proceeding, the Parties exchanged informal discovery, including on issues such
11 as the size and scope of the putative class, the number of Cricut charges at issue, and the amount in
12 controversy. This information was sufficient for the Parties to assess the strengths and weakness
13 of the claims and defenses and their relative negotiating positions.

14 8. The mediation was held at the JAMS offices of San Francisco, and counsel for
15 Plaintiff and Defendant attended in-person. The mediation lasted a full day, and it involved
16 intense and negotiations by skilled counsel, with numerous offers and counter-offers being made
17 with Judge Kramer serving as an intermediary. The Parties engaged in good faith negotiations,
18 which at all times were at arms' length, and which culminated in an agreement to settle the case.
19 At the end of their mediation, the parties executed a binding settlement term sheet and continued to
20 negotiate the terms of the Settlement Agreement, resulting in additional months of follow-up
21 settlement discussions.

22 9. The Settlement Agreement was finally signed on May 10, 2024. Under the terms of
23 the settlement, Defendant would establish a non-reversionary, all-cash Class Settlement Fund in
24 the amount of \$625,000 for cash payments to Class Members and a Court-approved incentive
25 award to Plaintiff, plus up to \$220,000 in attorneys' fees and up to \$50,000 in claims
26 administration costs, for a total in \$895,000 in settlement benefits. Settlement Class Members
27 wishing to receive cash must submit a valid Claim Form to the Settlement Administrator by the
28 Claims Deadline. Settlement Class Members who submit a timely and valid claim will receive a

1 *pro rata* portion of the \$625,000 Class Settlement Fund, after deducting any stipend to the named
2 Plaintiff approved by the Court, which shall not exceed \$5,000. In other words, Settlement Class
3 Members shall be paid according to the following formula: “(\$625,000 – stipend approved by the
4 Court to be paid to Plaintiff) / Total number of valid, timely Claim Forms submitted.” The Class
5 Settlement Fund is non-reversionary, and as such the full \$625,000 will be paid to the Plaintiff and
6 Settlement Class Members.

7 10. Additionally, the payment of notice and administration costs to the settlement
8 administrator and of attorneys’ fees and litigation expenses to proposed Class Counsel are
9 considered part of the package of benefits to the class. Here, the Settlement Agreement calls for
10 direct notice and claims administration to be paid by Defendant, in an amount up to \$50,000.
11 Furthermore, subject to the Court’s approval, Defendant has agreed to pay Plaintiff’s counsel fees
12 and costs up to \$220,000, separately from any funds made available to Class Members. These
13 amounts are to be paid *in addition* to the \$625,000 in monetary relief to be distributed to the
14 Settlement Class and will not derogate from class member recovery.

15 11. In connection with the settlement, Defendant has also agreed to, within 60 days of
16 the Effective Date, send written notice to all California consumers of Cricut Subscriptions via e-
17 mail, if available, with a link to updated terms and services, which shall include all information
18 required by California’s Automatic Renewal Law, Cal. Bus. & Prof. Code § 17600, *et seq.* Cricut
19 has further agreed to provide Class Counsel with written certification that such notice was sent.

20 12. Class Counsel has selected Analytics Consulting LLC (“Analytics”) to act as the
21 Settlement Administrator. Analytics is a prominent and well-respected claims administrator who
22 has the expertise to provide the best practicable notice in the circumstances and to ensure a smooth
23 claims process. Analytics will implement the Settlement and Notice Plan agreed to by the Parties.
24 Based on quotes given by Analytics, Plaintiff anticipates that the cost of implementation of the
25 notice program would be approximately \$49,363. Although Plaintiff only solicited a bid from one
26 settlement administrator (Analytics), Class Counsel had a basis for comparison of the
27 reasonableness of Analytics’s bid in light of its recent experience soliciting multiple bids for the
28 administration of other similarly-sized class-wide settlements under the ARL. For instance,

1 proposed Class Counsel for this case recently solicited multiple bids for the administration of other
2 class-wide settlements reached in *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC
3 (S.D.N.Y.), *Moses v. The New York Times Company*, Case No. 1:20-cv-04658-RA (S.D.N.Y.), and
4 *Jordan v. WP Company LLC d/b/a The Washington Post*, Case No. 3:20-cv-05218-WHO (N.D.
5 Cal.), which are all putative class actions alleging ARL violations. Based on such experience,
6 Class Counsel is certain that Analytics's bid is competitive. Accordingly, Class Counsel has
7 decided to engage Analytics due to the relatively low dollar value of the bid and the wide
8 anticipated reach of its notice program.

9 13. My firm, Bursor & Fisher, P.A., has significant experience in litigating class actions
10 of similar size, scope, and complexity to the instant action. See Firm Resume of Bursor & Fisher,
11 P.A., a true and accurate copy of which is attached hereto as **Exhibit 2**. Bursor & Fisher, P.A. has
12 served or is currently serving as plaintiff's counsel in a number of substantially similar putative
13 class actions pursuant to the ARL. See, e.g., *Jordan v. WP Company LLC d/b/a The Washington*
14 *Post*, Case No. 3:20-cv-05218-WHO (N.D. Cal.); *Moses v. The New York Times Company*, Case
15 No. 1:20-cv-04658-RA (S.D.N.Y.); *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC
16 (S.D.N.Y.). My firm has also been recognized by courts across the country for its expertise
17 litigating class action claims to trial. See Ex. 2; see also, e.g., *Ebin v. Kangadis Food Inc.*, 297
18 F.R.D. 561, 566 (S.D.N.Y. Feb. 25, 2014) ("Bursor & Fisher, P.A., are class action lawyers who
19 have experience litigating consumer claims. ... The firm has been appointed class counsel in
20 dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or
21 recoveries in five class action jury trials since 2008."); *In re Welspun Litigation*, Case No. 16-cv-
22 06792-RJS (S.D.N.Y. Jan. 26, 2017) (appointing Bursor & Fisher interim lead counsel to represent
23 a proposed nationwide class of purchasers of mislabeled Egyptian cotton bedding products).

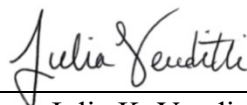
24 14. The Parties agreed to the terms of the Settlement through experienced counsel who
25 possessed all the information necessary to evaluate the case, determine all the contours of the
26 proposed class, and reach a fair and reasonable compromise after negotiating the terms of the
27 Settlement at arm's length and with the assistance of a neutral mediator.

1 15. Plaintiff and proposed Class Counsel recognize that despite our belief in the
2 strength of Plaintiff's claims, and Plaintiff's and the Class's ability to ultimately secure a favorable
3 judgment at trial, the expense, duration, and complexity of protracted litigation would be
4 substantial and the outcome of trial uncertain.

5 16. Plaintiff and proposed Class Counsel are also mindful that absent a settlement, the
6 success of Defendant's various defenses in this case could deprive the Plaintiff and the Settlement
7 Class Members of any potential relief whatsoever. Defendant is represented by highly experienced
8 attorneys who have made clear that absent a settlement, they were prepared to continue their
9 vigorous defense of this case, including by moving for summary judgment after discovery.
10 Plaintiff and proposed Class Counsel are also aware that Defendant would continue to challenge
11 liability, as well as assert a number of defenses on the merits, including that Plaintiff's allegations
12 are insufficient and that her lawsuit is barred by the doctrines of laches, estoppel, and/or waiver.
13 Plaintiff is also aware Defendant will continue to challenge Plaintiff's statutory standing pursuant
14 to California's consumer protection statutes, including Plaintiff's ability to show that economic
15 injury or causation and her ability to sue on behalf of unnamed class members. Moreover, ARL
16 litigation is in the nascent stages, and thus, the scope of the statute is in dispute. Looking beyond
17 trial, Plaintiff is also keenly aware of the fact that Defendant could appeal the merits of any
18 adverse decision.

19 17. Plaintiff and proposed Class Counsel believe that the relief provided by the
20 settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate,
21 and well within the range of approval.

22 I declare under penalty of perjury that the above and foregoing is true and accurate.
23 Executed this 22nd day of August, 2024, at Walnut Creek, CA.

24
25
26 
27 _____
28 Julia K. Venditti

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

The Parties hereto, by and through their respective counsel, in consideration for and subject to the promises, terms, releases, and conditions contained in this Class Action Settlement Agreement and Release, hereby agree, subject to Court approval pursuant to Code of Civil Procedure section 382, and California Rules of Court, rule 3.769, as follows:

RECITALS

WHEREAS, On March 3, 2023, Heather Villegas filed the operative Complaint which initiated this putative class action lawsuit against Cricut, Inc. in the Superior Court of California, County of San Diego, Case No. 37-2023-00009047-CU-FR-CTL;

WHEREAS, the Complaint asserts causes of action for: (1) violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*, based upon, among other things, violations of California's Automatic Renewal Law, Bus. & Prof. Code §§ 17600, *et seq.*; (2) conversion; (3) violation of California's False Advertising Law, Bus. & Prof. Code §§ 17500, *et seq.*; (4) violation of California's Consumers Legal Remedies Act, Civ. Code §§ 1750, *et seq.*; (5) unjust enrichment/restitution; (6) negligent misrepresentation; and (7) fraud;

WHEREAS, Cricut has vigorously denied and continues to deny all of the allegations in the Complaint, denies any wrongdoing and denies any liability to Plaintiff or any Settlement Class Members;

WHEREAS, Class Counsel has conducted a study and investigation of the law and facts relating to the claims that were asserted and that could have been asserted in the Complaint, as well as a study and investigation of the scope of the Settlement Class. Class Counsel has determined that, if the claims asserted in the Complaint are not settled now by voluntary agreement

among the Parties, future proceedings (including potential appeals) would be protracted and expensive, would involve highly complex legal and factual issues relating to liability and damages, and would involve substantial uncertainties, delays, and other risks inherent in litigation, including the risk that class certification would not be granted and that the claims fail on the merits. In light of these factors, Class Counsel has concluded that it is desirable and in the best interests of Plaintiff and the Settlement Class Members to settle the claims asserted in the Complaint at this time;

WHEREAS, Class Counsel has concluded that the Settlement is fair, reasonable, adequate, and in the best interests of Settlement Class Members;

WHEREAS, Cricut has also considered the risks and potential costs of continued litigation, on the one hand, and the benefits of the proposed settlement, on the other hand, and it desires to settle the Action upon the terms and conditions set forth in this Settlement Agreement, including the releases provided to it in exchange for entering into this Settlement Agreement;

WHEREAS, this Settlement Agreement was reached as a result of extensive arm's-length negotiations between Class Counsel and Defense Counsel, including mediation before the Honorable Richard Kramer (ret.), currently affiliated with JAMS, which occurred on October 25, 2023; and

WHEREAS, solely for the purpose of effecting the compromise and settlement of those claims on a California class basis as set forth herein and not for any other purpose, Cricut agrees not to oppose class action treatment of the claims alleged in the Action;

NOW THEREFORE, subject to and conditioned on the approval of the Court, it is hereby stipulated and agreed, by and between the Parties, through their respective counsel, that the Action be fully and finally compromised, settled, resolved, and released on the terms provided herein.

DEFINITIONS

Except as otherwise defined or modified herein, the following terms shall have the following meanings:

1. “Action” means the putative class action lawsuit filed by Plaintiff against Cricut in the Superior Court of California, County of San Diego, Case No. 37-2023-00009047-CU-FR-CTL.
2. “Claims Deadline” means the date that is 45 calendar days after the Notice Date.
3. “Claim Form” means the document substantially in the form attached hereto as **Exhibit A**, which may be modified by agreement between the Parties to meet the requirements of the Settlement Administrator, pursuant to which eligible Settlement Class Members can elect to recover the benefits described in Paragraphs 33 through 42 of this Settlement Agreement.
4. “Class Counsel” means the law firm Bursor & Fisher, P.A.
5. “Class Settlement Fund” means a cash settlement fund of \$625,000, to be funded by Cricut. Upon the Effective Date, the Class Settlement Fund will be non-reversionary.
6. “Complaint” means the operative complaint in the Action.
7. “Court” means the Superior Court of California, County of San Diego.
8. “Cricut” means Cricut, Inc.
9. “Cricut Subscriptions” means the subscription plans for the products and services made available by Cricut that are subject to an auto-renewal program.
10. “Defense Counsel” means the law firm Paul Hastings LLP.

11. “Effective Date” means the date that is 14 calendar days after (a) the Final Order and Judgment has been entered, is no longer subject to reconsideration, appeal, petition, writ, or other form of judicial review, and remains in effect, and (b) orders determining the award of attorneys’ fees and expenses to Class Counsel and of a stipend to Plaintiff have been entered and are no longer subject to reconsideration, appeal, petition, writ, or other form of judicial review, without regard to whether such orders approve, deny, or modify Class Counsel and/or Plaintiff’s requested awards.

12. “Event of Termination” means any of the following:

(a) Mutual written agreement of the Parties to terminate the Settlement Agreement prior to the Effective Date;

(b) The Court denying either the motion to enter the Preliminary Approval Order or the motion to enter the Final Order and Judgment, either with prejudice or in such a way that constitutes a material modification of the terms or conditions of the Settlement embodied in the Settlement Agreement, other than terms pertaining to attorneys’ fees, costs, expenses, and/or stipend payments (material modifications include but are not limited to material modifications to the definitions of the Settlement Class, Settlement Class Members, Releasing Parties, Released Parties, or Released Claims, material changes to the Notice Plan, and/or any material modifications to the terms of the Settlement consideration described in Paragraphs 33 through 42);

(c) Any reviewing court reversing the Preliminary Approval Order or the Final Order and Judgment; or

(d) The Court entering an order, on a preliminary or final basis, that materially modifies the terms or conditions of the Settlement embodied in this Settlement Agreement, other than terms pertaining to attorneys' fees, costs, expenses, and/or stipend payments (material modifications include but are not limited to material modifications to the definitions of the Settlement Class, Settlement Class Members, Releasing Parties, Released Parties, or Released Claims, material changes to the Notice Plan, and/or any material modifications to the terms of the Settlement consideration described in Paragraphs 33 through 42).

13. "Final Fairness Hearing" means the hearing that is to take place for purposes of:

(a) Entering the Final Order and Judgment; and

(b) Ruling on an application by Class Counsel and/or Plaintiff for an award of attorneys' fees and expenses and/or Plaintiff's stipend.

14. "Final Order and Judgment" means an order fully and finally approving the Settlement.

15. "Long Form Notice" means the long form notice of settlement, substantially in the form attached hereto as **Exhibit C**.

16. "Notice Date" means the date that is 45 calendar days after the date of entry of the Preliminary Approval Order.

17. "Notice Plan" means the procedures, described in Paragraphs 46 through 51 of this Settlement Agreement, for notifying Persons falling within the definition of the Settlement Class of the terms of the Settlement.

18. “Parties” means Cricut and Plaintiff.

19. “Person” means any legal entity, including but not limited to a natural person, corporation, organization, partnership, or other legal entity.

20. “Plaintiff” means Heather Villegas.

21. “Preliminary Approval Order” means an order approving the Settlement on a preliminary basis.

22. “Released Claims” means any and all claims, demands, rights, damages, obligations, suits, liens, requests for any type of relief (legal, equitable, or seeking attorneys’ fees or costs), and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, accrued or unaccrued, existing or claimed to exist, including unknown claims (as described in Paragraph 44 below), as of the Effective Date, that arise out of or are reasonably related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were directly or indirectly alleged or referred to in the Action (including, but not limited to, alleged violations of any and all federal, state, commonwealth, district, or territorial consumer protection, deceptive or unfair competition or business practices, and/or false or deceptive advertising statutes; breach of contract; breach of express or implied warranty; fraud; negligent misrepresentation; concealment, omission, unjust enrichment, restitution, trespass, conversion, declaratory or injunctive relief, and other equitable claims, common law claims, or otherwise).

23. “Released Parties” means Cricut, and all of each of its parents, subsidiaries, divisions, affiliates, predecessors, heirs, executors, administrators, representatives, agents, attorneys, partners, assigns, employees, officers, directors, and successors.

24. “Releasing Parties” means all Settlement Class Members, and all of each of their respective parents, subsidiaries, divisions, affiliates, predecessors, heirs, executors, administrators, representatives, agents, attorneys, partners, assigns, employees, officers, directors, and successors.

25. “Settlement” means the settlement embodied in this Settlement Agreement.

26. “Settlement Administrator” means the qualified third party selected and retained by the Plaintiff, subject to approval by Cricut (not to be unreasonably withheld), and approved by the Court in the Preliminary Approval Order to administer the Settlement, including the Notice Plan.

27. “Settlement Agreement” means this Class Action Settlement Agreement and Release.

28. “Settlement Class” means all California residents, from January 1, 2018, through the date of the Preliminary Approval Order, who incurred renewal fee(s) in connection with Cricut’s offerings for paid Cricut Subscriptions. For the avoidance of doubt, to fall within the definition of Settlement Class, a Person must have purchased a Cricut Subscription, incurred renewal fee(s) on such Cricut Subscription between January 1, 2018, and the date of the Preliminary Approval, and been a California resident when the Person incurred such renewal fee(s).

29. “Settlement Class Member(s)” means any Person falling within the definition of the Settlement Class, including Plaintiff, who does not validly request exclusion or opt out from the Settlement.

30. “Settlement Website” means the internet website to be designed and administered by the Settlement Administrator that will contain the settlement documents (including but not limited to the Long Form Notice and the Claim Form), a list of important dates, and any other customary information to which the Parties may later agree.

31. “Summary Notice” means the summary notice, substantially in the form attached hereto as **Exhibit B**.

SUBMISSION OF THE SETTLEMENT TO THE COURT AND STAY

32. The Parties agree to stay all trial court litigation proceedings upon the signing of this Settlement Agreement except to carry out or enforce the terms and conditions of this Settlement Agreement, which stay shall be terminated upon an Event of Termination.

THE SETTLEMENT CONSIDERATION

33. In exchange for the Releases reflected in Paragraphs 43 through 45, Cricut agrees to providing the following settlement consideration.

A. Benefits for Class Members

34. Settlement Class Members who timely submit valid Claim Forms, as determined by the Settlement Administrator, shall be entitled to receive their *pro rata* share, in cash, of the Class Settlement Fund, based on the total number of valid claimants. The benefit for each

Settlement Class Member who submits a timely Claim Form shall be determined according to the following formula:

$$\frac{(\$625,000 - \text{stipend approved by the Court to be paid to Plaintiff})}{\text{Total number of valid, timely Claim Forms submitted}}$$

B. Practice Changes

35. Within 60 days of the Effective Date, Cricut shall send written notice to all California consumers of Cricut Subscriptions via e-mail, if available, with a link to updated terms and services, which shall include all information required by California's Automatic Renewal Law, Bus. & Prof. Code §§ 17600, *et seq.* Cricut shall provide written certification that such notice was sent to Class Counsel.

C. Attorneys' Fees-and-Expenses Award

36. Class Counsel may petition the Court for an award of attorneys' fees, costs, and expenses in connection with this Action, up to a maximum amount of \$220,000. Cricut shall not oppose, and shall not encourage or assist a third party in opposing, Class Counsel's request for reasonable attorneys' fees, costs, and expenses in connection with this Action, up to a maximum of \$220,000, and Class Counsel shall not seek an award of attorneys' fees, costs, and expenses in excess of \$220,000. Subject to Court approval and any subsequent judicial review, Cricut shall pay Class Counsel the amount of attorneys' fees, costs, and expenses as determined by the Court, separate and apart from the Class Settlement Fund, by wire to an account designated by Class Counsel no later than 30 days after the Effective Date. Such approved payment shall be in lieu of any statutory fees, costs, or expenses that Class Counsel might otherwise have been entitled to recover, and this amount shall constitute all fees, costs, and expenses owed by Cricut to Class Counsel in connection with the Action.

37. Class Counsel must file their applications for attorneys' fees no later than 15 calendar days before the deadline for the filing of written objections to the Settlement Agreement.

D. Class Representative Stipend

38. Class Counsel and/or Plaintiff may petition the Court to order the Settlement Administrator to pay a stipend from the Class Settlement Fund to Plaintiff, up to a maximum amount of \$5,000, in connection with this Action. Cricut shall not oppose, and shall not encourage or assist a third party in opposing, Class Counsel's and/or Plaintiff's request for Plaintiff to receive a stipend in connection with this Action, up to a maximum of \$5,000, and Class Counsel and/or Plaintiff shall not seek a stipend for Plaintiff in excess of \$5,000. Subject to Court approval and any subsequent judicial review, the Settlement Administrator shall pay Plaintiff the amount of stipend as determined by the Court from the Class Settlement Fund, by wire to an account designated by Class Counsel and/or Plaintiff no later than 30 days after the Effective Date.

39. Class Counsel and/or Plaintiff must file the application for Plaintiff's stipend no later than 15 calendar days before the deadline for the filing of written objections to such application.

40. Plaintiff and Class Counsel each agree that upon Cricut's compliance with the terms and conditions of this Settlement Agreement, Cricut shall forever and finally have satisfied all of its obligations to each of Plaintiff and Class Counsel concerning payment of attorneys' fees, costs, expenses, and stipends in the Action, and shall forever and finally be absolved, released and discharged of any liability whatsoever to each of Plaintiff and Class Counsel concerning attorneys' fees, costs, expenses, and stipends in the Action. It is further agreed that under no circumstances shall Plaintiff or Class Counsel sue Cricut, for, because of, relating to, concerning, or as a result

of any payment or allocation of attorneys' fees, costs, expenses, or stipends made in accordance with this Settlement Agreement.

E. Settlement Administrator Reimbursement

41. Cricut shall reimburse the Settlement Administrator for the reasonable costs, fees, and expenses of administering the Settlement as described herein and as approved by the Court, up to a total amount of \$50,000. In no event shall Cricut be obligated to the Settlement Administrator in any form for any costs, fees, or expenses in excess of \$50,000.

F. Total Economic Consideration

42. In no event shall Cricut's total economic obligations under this Settlement Agreement exceed \$895,000, which reflects the Class Settlement Fund (\$625,000) plus the maximum amount of attorneys' fees (\$220,000) and the maximum amount of cost reimbursement to the Settlement Administrator (\$50,000).

RELEASES

43. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

44. As defined above, and in no way limiting the definition of Released Claims, the Released Claims include known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended to cover and include all such Released Claims, including all rights of action thereunder. The Releasing Parties hereby expressly, knowingly, and voluntarily waive the provisions of section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR 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.

The Releasing Parties expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Plaintiff acknowledges, and all other Releasing Parties shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the foregoing waiver was bargained for and material consideration for the Settlement of which this release is a part.

45. Upon the Effective Date, the Releasing Parties shall be permanently barred and enjoined from initiating, asserting, or prosecuting any and all Released Claims against the Released Parties in any judicial, administrative, arbitral, or other forum.

NOTICE PLAN AND SETTLEMENT ADMINISTRATOR RESPONSIBILITIES

46. Within 30 days of the issuance of the Preliminary Approval Order, Cricut shall provide the Settlement Administrator with the name, email address, and last address of record for each Person who falls within the definition of the Settlement Class.

47. The Settlement Administrator shall have the obligation to provide notice to Persons falling within the definition of the Settlement Class as follows. Prior to emailing the Summary Notice, the Settlement Administrator shall update the name and address list by use of the National Change of Address Registry. After updating the name and address list, the Settlement Administrator shall email each Person falling within the definition of the Settlement Class with the Summary Notice by the Notice Date. Within 3 calendar days of the Notice Date, the Settlement Administrator shall mail a postcard with the Summary Notice to the applicable billing address for any email notice returned as undeliverable or for any Person falling within the definition of the Settlement Class for whom Cricut does not possess an email address on file. The Summary Notice shall include a unique ID number assigned to the Person receiving it.

48. By no later than the Notice Date, the Settlement Administrator shall establish the Settlement Website, where Class Members can obtain further information about the Settlement. The Settlement Website shall be optimized for display on mobile devices. The Settlement Website shall be maintained by the Settlement Administrator until the administration of payments to eligible Settlement Class Members is completed. The Settlement Website shall include, and make available for download, the Long Form Notice. The Settlement Website shall also include a printable and downloadable hard-copy Claim Form that can be submitted electronically via the Settlement Website or by mail, and downloadable copies of: the Settlement Agreement, the Complaint, the Preliminary Approval Order, and, after it is filed, Class Counsel and/or Plaintiff's

applications for attorneys' fees, costs, and expenses, and Plaintiff's stipend, and any other pleadings or case documents that the Parties mutually agree should be included or as directed by the Court.

49. The Parties agree that the Notice Plan contemplated by this Settlement Agreement is valid and effective, that it provides reasonable notice to the Settlement Class, and satisfies the requirements of due process.

50. The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any Person except as provided for in this Settlement Agreement or by court order. The Settlement Administrator shall store all such information in an encrypted database.

51. No later than 14 days before the Final Fairness Hearing, Class Counsel shall file a declaration from the Settlement Administrator with the Court confirming its implementation of the Notice Plan set forth in this Settlement Agreement and describing the total number of Persons falling within the definition of the Settlement Class that validly opted-out of the Settlement.

CLAIM FORM SUBMISSION AND VALIDATION

52. To obtain a cash payment under the Settlement, a Settlement Class Member must submit a valid Claim Form electronically through the Settlement Website or by mail (with details regarding submission contained on the Claim Form) by the Claims Deadline attesting to, among other things, their California residency at the time of renewal of their Cricut Subscription, and providing a valid California postal address where the check may be mailed. For purposes of avoiding fraud, the Settlement Class Member also must include on their completed Claim Form

the unique ID number assigned to them on their copy of the Summary Notice. Each unique ID number may only be used once to submit a Claim Form. The Claim Form shall be signed under penalty of perjury. Claim Forms shall be made available on the Settlement Website. Any Person falling within the definition of the Settlement Class who fails to file a valid Claim Form by the Claims Deadline shall not be entitled to receive any cash payments pursuant to this Settlement Agreement.

53. The Settlement Administrator shall be who determines whether a Claim Form validly fulfills the requirements of this Settlement Agreement. In reviewing a Claim Form for validity, the Settlement Administrator may contact a Settlement Class Member to obtain additional information or supporting documentation if the Claim Form is incomplete. Claim Forms that in the view of the Settlement Administrator do not meet the requirements set forth in this Settlement Agreement and in the Claim Form instructions shall be rejected. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims. A non-exhaustive list of reasons the Settlement Administrator may reject a Claim Form includes, but is not limited to, the following:

- (a) The Settlement Class Member seeks payment for subscription renewal fees that are not covered by the terms of the Settlement;
- (b) Failure to fully complete and/or sign the Claim Form;
- (c) An illegible Claim Form;
- (d) Failure to provide adequate declaration of California residency;
- (e) The Claim Form is fraudulent;

- (f) The Claim Form is duplicative of another Claim Form;
- (g) The Person submitting the Claim Form does not fall within the definition of the Settlement Class;
- (h) Failure to submit a Claim Form by the Claims Deadline;
- (i) Failure to include a unique ID number or by including a unique ID number that has already been submitted; and/or
- (j) The Claim Form otherwise does not meet the requirements of this Settlement Agreement.

54. Claim Forms that do not meet the requirements set forth in this Settlement Agreement and the Claim Form instructions shall be rejected by the Settlement Administrator. The Settlement Administrator shall notify the Settlement Class Member through the email address provided in the Claim Form of the rejection. The Settlement Administrator shall keep a record of all such correspondence and all such rejections.

55. No Person shall have any claim against Cricut, Defense Counsel, Plaintiff, Settlement Class Members, the Class Settlement Fund, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations or distributions made in accordance with this Settlement Agreement.

PAYMENTS

56. Cricut shall remit the Class Settlement Fund to the Settlement Administrator to be distributed pursuant to the Settlement Agreement within 15 calendar days after the Effective Date. The Settlement Administrator shall distribute such funds to Settlement Class Members in

accordance with the terms of this Settlement Agreement within 15 calendar days after receiving the full Class Settlement Fund. To the extent that any payments to Settlement Class Members have not been cashed within 90 calendar days of their mailing, the Settlement Administrator shall cancel those payments and the outstanding amount shall be provided to the The Legal Aid Society of San Diego.

57. If the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Settlement Agreement, whether to a Settlement Class Member, Class Counsel, Plaintiff, or otherwise.

58. The Released Parties are not and shall not be obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, Person falling within the definition of the Settlement Class, Class Counsel, and/or the Settlement Administrator. Class Counsel is not and shall not be obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, Person falling within the definition of the Settlement Class, and/or the Settlement Administrator.

OBJECTION AND OPT-OUT PROCEDURES

59. Any Settlement Class Member who intends to object to the Settlement or Class Counsel's and/or Plaintiff's applications for fees and expenses or stipend must object in writing. All written objections and supporting papers must (a) clearly identify the case name and number (*Villegas v. Cricut, Inc.*, Case No. 37-2023-00009047-CU-FR-CTL), (b) be submitted to the Settlement Administrator by fax, email, or mail no later than the Claims Deadline, and (c) be filed with the Court no later than the Claims Deadline. Settlement Class Members who object must set forth their full name, current address, and telephone number. Settlement Class Members must also state in writing all objections and the reasons for each objection, and state whether they intend to

appear at the Final Fairness Hearing either with or without separate counsel. If the objector intends to call any witnesses or offer any exhibits at the Final Fairness Hearing, the objector must list any such witnesses and exhibits in their written objection. Written objections must be signed by the objecting Person or their counsel. Any Settlement Class Member who fails to object in the manner specified above shall be deemed to have waived all objections. Plaintiff shall not object to the Settlement.

60. Settlement Class Members may appear at the Final Fairness Hearing, either in person or through their own attorney. If a Settlement Class Member appears through their own attorney, the Settlement Class Member is responsible for paying that attorney. Settlement Class Members who wish to object need not be physically present at the Final Fairness Hearing, however, in order to have their objections considered. Absent Court approval, Settlement Class Members shall not be entitled to be heard at the Final Fairness Hearing unless written notice of the intention to appear at the Final Fairness Hearing and copies of any written objections and/or briefs are filed with Court and received by the Settlement Administrator on or before the Claims Deadline, and the written objection complies with the requirements herein.

61. With the exception of the Plaintiff, Persons who fall within the definition of the Settlement Class may elect to opt out of the Settlement, relinquishing their rights to benefits hereunder. Persons satisfying the definition of the Settlement Class who opt out of the Settlement do not release their claims pursuant to this Settlement Agreement. Plaintiff shall not opt out of the Settlement. Persons who fall within the definition of the Settlement Class wishing to opt out of the Settlement must send to the Settlement Administrator by fax, mail, or email a letter including their name, address, and telephone number and providing a clear statement communicating that they elect to be excluded from the Settlement, do not wish to be a Settlement Class Member, and

elect to be excluded from any judgment entered pursuant to the Settlement. The request for exclusion must be personally signed by such Person. No such Person may opt out by having a request for exclusion submitted by an actual or purported agent or attorney acting on behalf of such Person. No request for exclusion may be made on behalf of a group of Persons. Any request for exclusion or opt out must be received by the Settlement Administrator before the Claims Deadline. Persons satisfying the definition of the Settlement Class who fail to submit a valid and timely request for exclusion on or before the Claims Deadline shall be bound by all terms of the Final Order and Judgment, regardless of whether they have requested exclusion from the Settlement in some other form or whether they have timely submitted a valid Claim Form.

62. Any Person satisfying the definition of the Settlement Class who submits a timely request for exclusion or opt out may not file an objection to the Settlement or Class Counsel and/or Plaintiff's applications for fees, costs, and expenses, or Plaintiff's stipend, may not appear at the Final Fairness Hearing, and shall be deemed to have waived any rights or benefits under the Settlement.

63. The Settlement Administrator shall provide to Class Counsel and Defense Counsel weekly reports regarding the number of Claim Forms received and the number of requests for exclusion received, and forward all objections received. Not later than 7 calendar days after the Claims Deadline, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a complete exclusion list together with copies of the exclusion requests. If the Settlement Administrator receives any requests for exclusion after the Claims Deadline, the Settlement Administrator shall promptly provide Class Counsel and Defense Counsel with copies thereof.

FINAL FAIRNESS HEARING

64. On the date set forth in the Preliminary Approval Order, a Final Fairness Hearing shall be conducted to determine final approval of the Settlement. Upon final approval of the Settlement by the Court at or after the Final Fairness Hearing, the Parties shall present the Final Order and Judgment to the Court for approval and entry. Subject to the Court's schedule, such Final Fairness Hearing shall be held within 45 calendar days after the Claims Deadline, or as soon thereafter as is convenient for and permitted by the Court. Class Counsel shall file with the Court a motion for Final Order and Judgment within 30 calendar days following the Notice Date. By no later than 14 calendar days prior to the Final Fairness Hearing, the Parties shall file any responses to any objections and any replies in support of the motion for Final Judgment and Order and/or any applications for attorneys' fees, costs, and expenses, and/or Plaintiff's stipend.

CERTIFICATION OF SETTLEMENT CLASS

65. For purposes of settlement only, the Parties and their counsel consent to the Court entering the Preliminary Approval Order granting provisional certification of the Settlement Class (subject to ratification in the Final Order and Judgment), and appointing Plaintiff as the representative of the Settlement Class and Class Counsel as counsel for the Settlement Class. Cricut does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. No agreements made by or entered into by Cricut in connection with the Settlement may be used by Plaintiff, Persons satisfying the definition of the Settlement Class, or any other Person to establish any fact, claim, or theory, including but not limited to any of the elements of class certification in any litigated proceedings, whether in the Action or any other judicial proceeding.

TERMINATION

66. If an Event of Termination occurs, this Settlement Agreement shall terminate upon written notice to the Court signed by Class Counsel or Cricut or Defense Counsel and the Action and the Parties shall return to the status quo ante as it existed on the date this Settlement Agreement was signed with no admission of any fact or liability, and no prejudice to any respective position or argument. In addition, the order certifying the Settlement Class for purposes of effectuating this Settlement Agreement shall be deemed null and void as if it never existed.

SETTLEMENT NOT EVIDENCE AGAINST PARTIES; NO ADMISSIONS OF LAW OR FACT

67. The provisions contained in this Settlement Agreement are not and shall not be deemed a presumption, concession, or admission by Cricut of any fact, default, theory, liability, or wrongdoing as to any claims alleged or asserted or that could have been alleged or asserted in the Action, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative. Cricut does not admit that it or any of the Released Parties has or have engaged in any illegal or wrongful activity or that any Person has sustained any damage by reason of any of the facts complained of in the Complaint. Cricut affirmatively denies liability and does not admit any facts by entering into this Settlement Agreement.

BEST EFFORTS

68. Class Counsel shall take all necessary actions to accomplish approval of the Settlement. The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and

final Court approval of the Settlement embodied herein and carrying out the terms of this Settlement Agreement. Any requests for cooperation shall be narrowly tailored and reasonably necessary for the requesting Party to recommend the Settlement to the Court, and to carry out its terms.

MISCELLANEOUS PROVISIONS

69. All documents that are submitted by mail pursuant to this Settlement Agreement shall be deemed received on the date that they are postmarked. All documents submitted by fax, email, or other electronic means shall be deemed received on the date they are transmitted.

70. The Parties agree that the recitals in this Settlement Agreement are contractual in nature and form a material part of this Settlement Agreement. The Parties further agree that the attached Exhibits are each part of this Settlement Agreement and are incorporated herein as material terms.

71. This Settlement Agreement and its accompanying Exhibits set forth the entire understanding of the Parties. No change of this Settlement Agreement by mutual agreement of the Parties shall be effective unless in writing and signed by the Parties. Any and all previous agreements and understandings between or among the Parties regarding the subject matter of this Settlement Agreement, whether written or oral, are superseded by this Settlement Agreement.

72. All of the Parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys, and that the terms and conditions of this document are fully understood and voluntarily

accepted. All of the Parties warrant and represent that they have not relied on any representation made by any other Party in deciding whether to enter into this Settlement Agreement.

73. The headings in this Settlement Agreement are inserted merely for the purpose of convenience and ease of reading.

74. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

75. To the extent there is any uncertainty or ambiguity in this Settlement Agreement, none of the Parties shall be deemed to have caused any such uncertainty or ambiguity. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil Code section 1654 shall not apply to the construction or interpretation of this Settlement Agreement.

76. The Parties agree that any dispute that arises regarding the interpretation of the Settlement Agreement shall be submitted to binding arbitration with JAMS, with a stated preference that such arbitration shall be referred to the Honorable Richard Kramer (ret.).

[The Remainder of This Page Left Intentionally Blank]

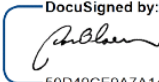
IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

DATED: April 30, 2024

By: 
Heather Villegas (Apr 30, 2024 12:52 PM)
HEATHER VILLEGAS
Plaintiff

DATED: ~~April 20, 2024~~ April 20, 2024

CRICUT, INC.

By:  50D49CE9A7A14B8...
DON OLSEN
Executive Vice President

APPROVED AS TO FORM:

DATED: April 30, 2024

BURSOR & FISHER P.A.

By: 
Neal Deckant (Apr 30, 2024 12:41 PDT)

NEAL J. DECKANT

Attorneys for Plaintiff and Class Counsel

Exhibit A

CLAIM FORM AND INSTRUCTIONS

The Settlement Administrator must receive this Claim Form no later than [date] in order for it to be considered.

Villegas v. Cricut, Inc.

Case No.: 37-2023-00009047-CU-FR-CTL (Superior Court of California, San Diego County)

Please read all of the following instructions carefully before filling out your Claim Form.

- 1. Please review the Notice of Settlement (the "Notice") and have the Notice with you when you complete your Claim Form. A copy of the Notice is available from the Settlement Administrator at the settlement website [website], or by calling the Settlement Administrator at the toll-free number below.
- 2. Under the terms of the settlement in this class action lawsuit, a cash settlement fund will be established in the amount of \$625,000. You may be entitled to receive a share of the cash settlement fund within 30 days of the proposed settlement in this lawsuit becoming final. Your share will be calculated using the following formula: (\$625,000 minus the amount of stipend approved by the Court to be paid to Plaintiff) divided by (the number of valid, timely-filed Claim Forms). If you wish to receive this relief, you must submit this Claim Form. Please review the Notice for additional details.
- 3. Complete the Claim Information below by filling in your name, the email address used to register for your Cricut subscription, the unique ID number listed on the card you received by email and/or mail alerting you to this settlement, and the California billing address you used for your Cricut subscription between January 1, 2018, and [date of entry of preliminary approval order]. Please type or print legibly in black ink.
- 4. You must submit your Claim Form electronically at: [website], or by mail to:
[address
from
Settlement
Administrator]
- 5. If you wish to receive an electronic payment you must (a) check this box: ☐ and (b) submit your Claim Form electronically at [website].
- 6. Once your Claim Form is received, the Settlement Administrator will review the Claim Form for compliance.
- 7. Keep a copy of your completed Claim Form for your records, as the Settlement Administrator will not send an acknowledgement of receipt. If your claim is rejected, the Settlement Administrator will notify you by U.S. Mail or email of the rejection and the reasons for such rejection.

CLAIM INFORMATION

Claimant Name:	Email Address (used to register for Cricut):
Street Address:	Unique ID Number (listed on email/mail card):
City, State, Zip Code:	

I understand that in order to obtain relief under the Settlement, I must sign and date the following certification under penalty of perjury:

I certify under penalty of perjury that I (a) purchased a Cricut subscription, (b) incurred an automatic renewal fee between January 1, 2018, and [date of Preliminary Approval Order], and (c) resided at the following valid California address (street number / street name / city / zip code) _____ at the time I incurred such automatic renewal fee.

Signature of Claimant

Date

Print Name

If you have any questions about this form or this Settlement, please contact the Settlement Administrator at:

[Address and Phone Number
from
Settlement
Administrator]

Please do not telephone the Court or the Court Clerk's Office to inquire about this settlement or the claim process.

FOR QUESTIONS ABOUT THE SETTLEMENT TERMS, YOU MAY CONTACT CLASS COUNSEL AT [email address], OR WRITE:

BURSOR & FISHER, P.A.
Neal J. Deckant
ndeckant@bursor.com
Julia K. Venditti
jvenditti@bursor.com
1990 North California Blvd.
Suite 940, Walnut Creek, CA 94596
Telephone: (925)-300-4455

Exhibit B

LEGAL NOTICE

**Current and Former
California Subscribers
of Cricut between
January 1, 2018, and
the present.**

Villegas v. Cricut, Inc.
[Class Action
Administrator Address]

FIRST CLASS
MAIL
PRESORTED
U.S. POSTAGE
PAID

*A Superior Court of California
authorized this notice. This is not a
solicitation from a lawyer.*

<<Barcode>>

Postal Service: Please do not mark barcode

Control # BST-<<ClaimID>> <<MailRec>>

[PHONE NUMBER]
[web address]
[UNIQUE ID NUMBER]

Cricut Subscriber
<<Addr1>>
<<Addr2>>
<<City>>, <<St>> <<ZIP>>

If you, as a California Resident, purchased an annual or monthly Cricut subscription between January 1, 2018 and the [date of Preliminary Approval Order], you may benefit from a class action settlement

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

A Superior Court of California authorized this Notice. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit against Cricut, Inc. ("Cricut") regarding its subscription service that may affect your rights. This notice summarizes the Settlement. For additional information including the longer notice of settlement and the Settlement Agreement with the precise terms and conditions of the Settlement, please see [settlement website]. You may also access the Court docket in this case through the San Diego Superior Court's system at <https://roa.sdcourt.ca.gov/roa/faces/CaseSearch.xhtml> or by visiting Civil Filing/Records, Hall of Justice, 330 West Broadway, Second Floor, San Diego, California 92101 between 8:30 am and 4:00 pm (3:30 pm deadline for requesting copies), Monday through Friday, excluding Court holidays. The case is called *Villegas v. Cricut, Inc.*, No. 37-2023-00009047-CU-FR-CTL. Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the claim process.

In this lawsuit, Plaintiff alleged that Cricut failed to sufficiently inform its customers of the terms of its subscription renewal policies through various causes of action. Cricut vigorously denies these allegations and states that it adequately made users aware that their Cricut Subscriptions would auto-renew and that they would be charged on a recurring basis. The Court did not rule in favor of either Party. Instead, the Parties agreed to a Settlement in order to avoid the expense and risks of continuing the lawsuit. The Settlement is without an admission of liability by Cricut. The Settlement is subject to Court approval.

You fall within the definition of the "Settlement Class" if you are a California resident who incurred renewal fee(s) charged by Cricut in connection with Cricut's offerings for paid Cricut Subscriptions between January 1, 2018, and [date of Preliminary Approval Order]. To be a Settlement Class Member, you must have been charged a subscription renewal fee by Cricut during the relevant period, and you must have been a California resident at the time Cricut charged the renewal fee.

The Settlement creates a Class Settlement Fund of \$625,000. Each Settlement Class Member who validly submits a Claim Form will receive its *pro rata* share of the Class Settlement Fund, based on the number of Settlement Class Members who validly submit Claim Forms. Please see [settlement website] for a copy of the Claim Form. Class Counsel will ask the Court for an incentive payment of \$5,000 for the class representative drawn from the Class Settlement Fund. Class Counsel will also ask that the Court award up to \$220,000 in attorneys' fees and expenses not drawn from the Class Settlement Fund, but if approved to be paid by Cricut separately. The Court will decide whether to approve the Settlement at a hearing on [date] at [time]. This date may be moved, canceled, or otherwise modified; see [settlement website] for more information.

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

Exhibit C

NOTICE OF SETTLEMENT

If you, as a California Resident, purchased an annual or monthly Cricut subscription between January 1, 2018, and the [date of Preliminary Approval Order], you may benefit from a class action settlement.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT [Settlement Website] REGULARLY FOR UPDATES AND FURTHER DETAILS.

A Superior Court of California authorized this Notice. This is not a solicitation from a lawyer.

- A class action settlement has been reached in *Villegas v. Cricut, Inc.*, No. 37-2023-00009047-CU-FR-CTL. This notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at the Settlement Website, located at [Settlement Website], or by contacting Class Counsel as explained below. You can access the Court docket in this case by searching for case number 37-2023-00009047 on the San Diego Superior Court's Register of Actions system at <https://roa.sdcourt.ca.gov/roa/faces/CaseSearch.xhtml>, or by visiting Civil Filing/Records, Hall of Justice, 330 West Broadway, Second Floor, San Diego, California 92101 between 8:30 am and 4:00 pm (3:30 pm deadline for requesting copies), Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the claim process.
- In this lawsuit, the Plaintiff alleged that Cricut, Inc. ("Cricut") violated California's Unfair Competition Law, Automatic Renewal Law, Consumers Legal Remedies Act, False Advertising Law, and various common laws by failing to sufficiently inform its customers of the terms of its subscription renewal policies.
- Your legal rights may be affected whether you act or do not act. Please read this notice carefully.
- Under the terms of the Settlement, a cash settlement fund of \$625,000 will be created. If you fall within the definition of the "Settlement Class," and you timely submit a valid Claim Form, you will receive a *pro rata* cash payment from the Class Settlement Fund.
- You fall within the definition of the "Settlement Class" if you are a California resident who incurred renewal fee(s) in connection with Cricut's offerings for paid Cricut Subscriptions between January 1, 2018, and [date of Preliminary Approval Order]. To be a Settlement Class Member, you must have been charged a subscription renewal fee by Cricut during the relevant period, and you must have been a California resident at the time Cricut charged the renewal fee. See Questions 5-6 and Questions 10-14, below, for further information and for groups of individuals (e.g., Court employees) who may be excluded.

YOUR RIGHTS AND CHOICES IF YOU FALL WITHIN THE DEFINITION OF THE SETTLEMENT CLASS

<i>YOU MAY:</i>		<i>DUE DATE</i>
FILE A CLAIM FORM	This is the <u>only</u> way that you may receive a cash payment. If you fail to file a Claim Form but do not exclude yourself from the Settlement, you will still be bound by the Settlement, including its release of claims.	Must Be Received by [date] (the “Claims Deadline”)
EXCLUDE YOURSELF	Ask to opt out of the Settlement. If you opt out of the Settlement Class, you cannot get any benefits provided in the Settlement, but you keep your right to sue regarding the claims in the lawsuit.	Must Be Received by the Claims Deadline
OBJECT	Write to the Court about why you do not like the Settlement. Even if you object, you must still submit a valid Claim Form by the Claims Deadline in order to receive a cash payment. You may only object if you <u>do not</u> exclude yourself from the Settlement.	Must Be Received by the Claims Deadline
DO NOTHING	You will not receive a cash payment but you will be bound by the terms of the Settlement, including the Settlement’s release of claims, and you will not be able to pursue any claims covered by the Settlement against Cricut.	

- These rights and choices – **and the deadlines to exercise them** – are further explained below.
- These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the Settlement Website at [Settlement Website] regularly for updates and further details.
- The Court has preliminarily approved this Settlement, but not yet decided whether to grant it final approval. All benefits in the Settlement, including cash payments, will be provided only if the Court finally approves the Settlement and after any appeals are resolved.
- All documents that are submitted by mail shall be deemed received on the date that they are postmarked. All documents submitted by fax, email, or other electronic means shall be deemed received on the date they are transmitted.

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BASIC INFORMATION

1. Why did I get this Notice?

A Superior Court of California ordered that this Notice be given because you have the right to know about a Settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Settlement.

This Notice explains:

- What the lawsuit is about.
- Who is included in the Settlement.
- How the Settlement may benefit you.
- What your legal rights are.
- The Claim Form process.
- Applicable deadlines.

2. What is the lawsuit about?

In this lawsuit, the Plaintiff alleged that Cricut violated California's Unfair Competition Law, Automatic Renewal Law, Consumers Legal Remedies Act, False Advertising Law, and various common laws by failing to sufficiently inform its customers of the terms of its subscription renewal policies.

Cricut vigorously denies all these claims of wrongdoing, and further states that it adequately made users aware that their Cricut Subscriptions would auto-renew and that they would be charged on a recurring basis. The Court has not issued a final ruling on the strengths or weaknesses of Plaintiff's case or Cricut's contentions in this lawsuit. Nevertheless, Cricut has agreed to the Settlement to avoid the risk and expense of further litigation. Plaintiff believes that her claims have merit. Cricut believes that Plaintiff's claims do not have merit. The Settlement is without an admission of liability by Cricut. Notwithstanding the dispute on the merits, Plaintiff believes that the Settlement is fair and reasonable, and that given the risk and expense of further litigation it is in the best interests of the members of the Settlement Class to agree to the Settlement.

This case is pending in the Superior Court of California, San Diego County. The full name of the action is *Villegas v. Cricut, Inc.*, No. 37-2023-00009047-CU-FR-CTL.

3. Why is this a class action?

In a class action, one or more people, called "class representative(s)," sue on behalf of other people who have similar claims. All these people together are a "class" or "class members." One Court decides all the issues in the lawsuit for all Settlement Class Members, except for those who exclude themselves from the class. In a class action, the Court has a responsibility to ensure that class representative(s) and Class Counsel prosecute and resolve the class claims fairly. In this lawsuit, the class representative is asking the Court to decide the issues for all California residents, from January 1, 2018, through [date of Preliminary Approval Order] who incurred renewal fee(s) in connection with Cricut's offerings for paid Cricut Subscriptions. To determine whether you are a Settlement Class Member, see Questions 5-6.

4. Why is there a Settlement?

The Court did not rule in favor of either party. The Settlement is without an admission of liability by Cricut. Instead, the parties agreed to a Settlement in order to avoid the expense and risks of continuing the lawsuit. The class representative and her attorneys think the Settlement is a fair and reasonable resolution of the lawsuit for all Settlement Class Members.

WHO IS IN THE SETTLEMENT CLASS

5. How do I know if I am part of the Settlement Class?

As part of the Settlement, the Parties have agreed to the certification of a Settlement Class for purposes of this Settlement only. The Settlement Class includes all California residents, from January 1, 2018, through [date of Preliminary Approval Order], who incurred renewal fee(s) in connection with Cricut's offerings for paid Cricut Subscriptions. To be a Settlement Class Member, you must have been charged a subscription renewal fee by Cricut during the relevant period, and you must have been a California resident at the time Cricut charged the renewal fee.

If this describes you, **you are automatically a Settlement Class Member unless you exclude yourself by following the steps for exclusion described in Questions 10 through 14 below.** Also excluded from the Settlement Class are those individuals identified in Question 6 below. Settlement Class Members who timely submit a valid Claim Form will receive a cash payment if the Court gives final approval to the Settlement. Settlement Class Members will be bound by the Settlement, if approved by the Court, whether or not they submit a Claim Form, and will be prevented from bringing other claims covered by the Settlement. Those who exclude themselves from the Settlement Class will not be bound by the Settlement and will not receive any payments from the Settlement.

6. Who is automatically excluded from the Settlement Class?

All persons who are employees, directors, officers and agents of Cricut or their subsidiaries and affiliated companies, as well as the judges, clerks, and staff members of the Superior Court of San Diego, the California Court of Appeal, the California Supreme Court, and their immediate family members, are automatically excluded from the Settlement Class without needing to submit a request for exclusion. If you fall within the definition of the Settlement Class and are not automatically excluded based on the above, you will remain in the Settlement Class unless you exclude yourself as described in Questions 10-14.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

7. What does the Settlement provide?

The Settlement creates a Settlement Fund of \$625,000 against which Settlement Class Members may submit claims for a *pro rata* share. Each Settlement Class Member's *pro rata* share shall be calculated by taking the Settlement Fund amount of \$625,000, subtracting any stipend approved by the Court to be paid to the class representative (up to a maximum of \$5,000), and then dividing by the total number of timely valid claims submitted. The Settlement was negotiated between the class representative and Cricut through their attorneys with the aid of a retired judge acting as a mediator. The Court has preliminarily approved the Settlement.

The Settlement Administrator shall determine each authorized Settlement Class Member's benefit based upon each Settlement Class Member's Claim Form and the total number of valid Claim Forms submitted. Each Settlement Class Member who does not submit a Claim Form will not receive a cash payment.

In addition to relief in the form of a cash payment, the Settlement also includes certain injunctive relief as more fully described in the Settlement.

8. How do I submit a claim for benefits?

If you meet the definition of the Settlement Class and you wish to receive a cash payment from the Settlement Fund, you must submit the Claim Form. To submit the Claim Form, you **must** complete an electronic or hard copy Claim Form and submit electronic Claims Forms at [Settlement Website] by the Claims Deadline, or, for hard copy, paper format, by mailing the Claim Form by the Claims Deadline to: *Villegas v. Cricut, Inc.*, c/o [Settlement Administrator's mailing address]. As explained in the Settlement Agreement, you will need the unique ID number that was emailed to you to submit a Claim Form. In an effort to reduce fraudulent claims, each unique ID may only be used once.

9. When will I get my Settlement benefits?

Settlement benefits will be available only if the Settlement is finally approved by the Court. The Court will hold a hearing on [date] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals, and the Settlement will not become final until all appeals are resolved. It is always uncertain how long the appeals process will take – it can take months or even years. You should regularly check the Settlement Website at [Settlement Website] for updates on the status of the Settlement and any applicable deadlines. Please be patient.

YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE SETTLEMENT

10. What am I giving up if I remain a Settlement Class Member?

By not opting out of the Settlement Class, you will stay a Settlement Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future claims you might have against Cricut that relate to the claims in this lawsuit. You will not be allowed to sue or be part of any other lawsuit against Cricut about the claims in this lawsuit after the Court approves the Settlement and it becomes effective. In addition, if you are a Settlement Class Member, all of the Court's orders in this case will apply to you. The entire release contained in the Settlement Agreement is set forth below:

"Released Claims" means any and all claims, demands, rights, damages, obligations, suits, liens, requests for any type of relief (legal, equitable, or seeking attorneys' fees or costs), and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, accrued or unaccrued, existing or claimed to exist, including unknown claims (as described in Paragraph 44 below), as of the Effective Date, that arise out of or are reasonably related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were directly or indirectly alleged or referred to in the Action (including, but not limited to, alleged violations of any and all federal, state, commonwealth, district, or territorial consumer protection, deceptive or unfair competition or business practices, and/or false or deceptive advertising statutes; breach of contract; breach of express or implied warranty; fraud; negligent misrepresentation; concealment, omission, unjust enrichment, restitution, trespass, conversion, declaratory or injunctive relief, and other equitable claims, common law claims, or otherwise).

“Released Parties” means Cricut, and all of each of its parents, subsidiaries, divisions, affiliates, predecessors, heirs, executors, administrators, representatives, agents, attorneys, partners, assigns, employees, officers, directors, and successors.

“Releasing Parties” means all Settlement Class Members, and all of each of their respective parents, subsidiaries, divisions, affiliates, predecessors, heirs, executors, administrators, representatives, agents, attorneys, partners, assigns, employees, officers, directors, and successors.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

As defined above, and in no way limiting the definition of Released Claims, the Released Claims include known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended to cover and include all such Released Claims, including all rights of action thereunder. The Releasing Parties hereby expressly, knowingly, and voluntarily waive the provisions of section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR 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.

The Releasing Parties expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Plaintiff acknowledges, and all other Releasing Parties shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the foregoing waiver was bargained for and material consideration for the Settlement of which this release is a part.

Upon the Effective Date, the Releasing Parties shall be permanently barred and enjoined from initiating, asserting, or prosecuting any and all Released Claims against the Released Parties in any judicial, administrative, arbitral, or other forum.

11. Can I get out of the Settlement and the Settlement Class?
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You can get out of the Settlement and the Settlement Class. This is referred to as excluding yourself from or opting out of the Settlement Class. If you exclude yourself, you will waive any rights or benefits from the Settlement. You also may not object to the Settlement or Class Counsel or the class representative's applications for fees and expenses or stipend or appear at the final hearing for approving the Settlement.

You do, however, keep the right to file your own lawsuit or join another lawsuit against Cricut about the claims in this lawsuit.

12. How do I exclude myself from the Settlement?

To exclude yourself, you must send by fax, U.S. Mail, or email a letter that contains all of the following:

- Your name, current address and telephone number;
- A clear statement that you want to be excluded from the case *Villegas v. Cricut, Inc.*, No. 37-2023-00009047-CU-FR-CTL, that you do not wish to be a Settlement Class member, and that you want to be excluded from any judgment entered in relation to the Settlement; and
- Your signature.

No request for exclusion may be made on behalf of a group of people, and no one who meets the definition for Settlement Class membership may opt out by having a request for exclusion submitted by an actual or purported agent or attorney on their behalf. Your request for exclusion must be **received by the Claims Deadline** and must be signed and mailed, faxed or emailed to:

Villegas v. Cricut, Inc.
c/o [Settlement Administrator Address/Email Address]

13. If I do not exclude myself, can I still sue Cricut for the same issues in this case later?

No. Unless you exclude yourself, and regardless of whether you submit a valid Claim Form, you give up the right to sue Cricut as described in response to Question 10. If you want to keep the right to sue Cricut in a new lawsuit, you have to exclude yourself from the Settlement. Remember, any exclusion request must be signed and mailed, faxed, or emailed, and postmarked (if mailed) by the Claims Deadline.

14. If I exclude myself, can I get any benefits from this Settlement?

No. If you exclude yourself, you will not receive any benefits from this Settlement.

YOUR RIGHTS AND CHOICES - OBJECTING TO THE SETTLEMENT

15. If I do not like the Settlement, what should I do?

If you are a Settlement Class Member and do not exclude yourself, you can tell the Court you do not like either the entire Settlement or just a part of it. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger Settlement. If the Court denies approval, no Settlement payments will be sent out. If that is what you want to have happen, you may object. You must object to the Settlement in writing. You may also appear at the hearing where the Court will decide whether to approve the Settlement, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must:

- Clearly identify the case name and number (*Villegas v. Cricut, Inc.*, Case No. 37-2023-00009047-CU-FR-CTL);
- Be submitted to the Court by filing them with the Court no later than the Claims Deadline;

- be submitted to the Settlement Administrator by fax, email, or mail and postmarked, or the equivalent for fax or email, no later than the Claims Deadline;
- State your full name, current address, and telephone number;
- State in writing all objections and the reasons for each objection;
- State whether you intend to appear at the hearing where the Court will decide whether to approve the Settlement either with or without separate counsel; and
- If you intend to call witnesses or offer exhibits at the hearing, you must list any such witnesses and exhibits in your written objection.

If you fail to timely object in the manner specified above, you shall be deemed to have waived all objections and shall be foreclosed from making any objection to the Settlement. You need not be physically present at the hearing, however, in order to have your objection(s) considered.

16. What is the difference between objecting to the Settlement and excluding myself from the Settlement?

Objecting is the way to tell the Court what you do not like about the settlement. You can object only if you stay in the Settlement Class and do not exclude yourself.

Excluding yourself is the way to tell the Court you do not want to be a part of the Settlement Class and the Settlement, and that you want to preserve the right to file your own lawsuit. If you exclude yourself, you cannot object because the Settlement no longer will affect you.

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

17. Can I appear or speak in this lawsuit and Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in Court in regards to this lawsuit and Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself. You should familiarize yourself with the rules and impact of appearing, and/or intervening.

18. How can I appear in this lawsuit?

If you want to participate (or have your own lawyer instead of Class Counsel participate or speak for you) in this lawsuit, you must give the Court a paper that is titled a “Notice of Appearance.” The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the hearing where the Court will decide whether to approve the Settlement, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the hearing on the Settlement. If you submit an objection (see Question 15 above) and would like to speak about the objection at the hearing, both your Notice of Appearance and your objection should include that information too. If you would like to object and preserve the ability to appeal should the Court deny your objection, you should review the Supreme Court of California’s decision in *Hernandez v. Restoration Hardware, Inc.*, (2018) 4 Cal.5th 260, and the cases that followed it.

Your Notice of Appearance must be signed, mailed and **postmarked by [Claims Deadline date]**, to the Court at:

Office of the Clerk of Court
Superior Court of California
County of San Diego
330 West Broadway
San Diego, CA 92101

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing:

- You will stay a Settlement Class Member and all of the Court's orders will apply to you (unless you previously requested to exclude yourself from the Class, in which case you will continue to be excluded if you do nothing);
- You won't be able to sue, or join a new lawsuit against Cricut, about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes, the Court has appointed the following attorneys to represent the Settlement Class as Class Counsel:

BURSOR & FISHER, P.A.
Neal J. Deckant
ndeckant@bursor.com
Julia K. Venditti
jvenditti@bursor.com
1990 North California Blvd.
Suite 940, Walnut Creek, CA 94596
Telephone: (925)-300-4455

You may also consult your own lawyer at your own expense.

21. How much will Class Counsel and the class representative be paid and how will they be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees and expenses of no more than \$220,000. Class Counsel and/or class representative also will ask the Court to award the class representative \$5,000. Class Counsel will file their fee application and Class Counsel and/or class representative will file an application for the class representative's stipend at least fifteen days before the deadline for objecting to such applications. The class representative's stipend will be drawn from the \$625,000 Class Settlement Fund. If approved by the Court, Class counsel's fees and expenses will be paid separately by Cricut and will not be drawn from the Class Settlement Fund. Cricut will not be obligated to pay more than \$220,000 for Class Counsel's fees and expenses and the class representative will not be entitled to more than \$5,000.

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement at [time] on [date]. This hearing date may be moved, cancelled or otherwise modified, so please check the Settlement Website at [Settlement Website] regularly for further details, or access the Court docket in this case through the San Diego Superior Court's system at <https://roa.sdcourt.ca.gov/roa/faces/CaseSearch.xhtml> or by visiting Civil Filing/Records, Hall of Justice, 330 West Broadway, Second Floor, San Diego, California 92101 between 8:30 am and 4:00 pm (3:30 pm deadline for requesting copies), Monday through Friday, excluding Court holidays. The Court is located at the Hall of Justice, Department SD-74, Sixth Floor, 330 W. Broadway, San Diego, CA 92101. At the hearing, the judge will consider all objections, if any, and will consider whether the Settlement is fair, reasonable, and adequately addresses the claims of the Settlement Class Members. The judge will listen to people who have asked to speak at the hearing. The judge may also decide how much to award to Class Counsel for their fees and expenses or to the class representative as a stipend. At or after the hearing, the judge will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

You do not have to come to the hearing. You and/or your lawyer, however, are welcome to come at your own expense. If you timely send a valid written objection, you do not have to come to the hearing for the judge to consider the objection.

24. Can I speak at the hearing?

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must file a Notice of Appearance that says you wish to speak. You can find out how to file a Notice of Appearance, and the due date for filing, in Question 18 of this Notice. If you submit an objection and wish to speak about it at the hearing, you must include that information in your objection (see Question 15).

You cannot speak at the hearing if you exclude yourself.

GETTING MORE INFORMATION

25. Are more details about the lawsuit and the Settlement available?

This Notice only summarizes the lawsuit and Settlement. More details are in the complaint and Settlement papers. Copies of these documents are available on the Settlement Website located at [Settlement Website].

You can also look at all of the documents filed in the lawsuit at Civil Filing/Records, Hall of Justice, Second Floor, 330 West Broadway, San Diego, CA 92101.

26. How do I get more information?

You can get more information and read common questions and answers by visiting the Settlement Website, [Settlement Website], by contacting Class Counsel at: [Class Counsel Email Address], or by writing to class counsel at: [Class Counsel Mailing Address].



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FIRM RESUME

With offices in Florida, New York, and California, BURSOR & FISHER lawyers have represented both plaintiffs and defendants in state and federal courts throughout the country.

The lawyers at our firm have an active civil trial practice, having won multi-million-dollar verdicts or recoveries in six of six class action jury trials since 2008. Our most recent class action trial victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector found to have violated the Telephone Consumer Protection Act. During the pendency of the defendant's appeal, the case settled for \$75.6 million, the largest settlement in the history of the Telephone Consumer Protection Act.

In August 2013 in *Ayyad v. Sprint Spectrum L.P.*, in which Mr. Bursor served as lead trial counsel, we won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc. (II)*, we obtained a \$50 million jury verdict in favor of a certified class of 150,000 purchasers of the Avacor Hair Regrowth System. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009, and the largest in any class action.

The lawyers at our firm have an active class action practice and have won numerous appointments as class counsel to represent millions of class members, including customers of Honda, Verizon Wireless, AT&T Wireless, Sprint, Haier America, and Michaels Stores as well as purchasers of Avacor™, Hydroxycut, and Sensa™ products. Bursor & Fisher lawyers have been court-appointed Class Counsel or Interim Class Counsel in:

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,

5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp., et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.,* (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,
22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,

23. *Lucero v. Solarcity Corp.* (N.D. Cal. September 15, 2017) to represent a certified nationwide class of individuals who received telemarketing calls from Solarcity Corp.,
24. *Taylor v. Trusted Media Brands, Inc.* (S.D.N.Y. Oct. 17, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
25. *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017) to represent a proposed nationwide class of purchasers of cosmetic products,
26. *Gastelum v. Frontier California Inc.* (S.F. Superior Court February 21, 2018) to represent a certified California class of Frontier landline telephone customers who were charged late fees,
27. *Williams v. Facebook, Inc.* (N.D. Cal. June 26, 2018) to represent a proposed nationwide class of Facebook users for alleged privacy violations,
28. *Ruppel v. Consumers Union of United States, Inc.* (S.D.N.Y. July 27, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
29. *Bayol v. Health-Ade* (N.D. Cal. August 23, 2018) to represent a proposed nationwide class of Health-Ade kombucha beverage purchasers,
30. *West v. California Service Bureau* (N.D. Cal. September 12, 2018) to represent a certified nationwide class of individuals who received calls from California Service Bureau,
31. *Gregorio v. Premier Nutrition Corporation* (S.D.N.Y. Sept. 14, 2018) to represent a nationwide class of purchasers of protein shake products,
32. *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast* (S.D.N.Y. Oct. 24, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
33. *Bakov v. Consolidated World Travel Inc. d/b/a Holiday Cruise Line* (N.D. Ill. Mar. 21, 2019) to represent a certified class of individuals who received calls from Holiday Cruise Line,
34. *Martinelli v. Johnson & Johnson* (E.D. Cal. March 29, 2019) to represent a certified class of purchasers of Benecol spreads labeled with the representation “No Trans Fat,”
35. *Edwards v. Hearst Communications, Inc.* (S.D.N.Y. April 24, 2019) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
36. *Galvan v. Smashburger* (C.D. Cal. June 25, 2019) to represent a proposed class of purchasers of Smashburger’s “Triple Double” burger,
37. *Kokoszki v. Playboy Enterprises, Inc.* (E.D. Mich. Feb. 7, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
38. *Russett v. The Northwestern Mutual Life Insurance Co.* (S.D.N.Y. May 28, 2020) to represent a class of insurance policyholders that were allegedly charged unlawful paper billing fees,
39. *In re: Metformin Marketing and Sales Practices Litigation* (D.N.J. June 3, 2020) to represent a proposed nationwide class of purchasers of generic diabetes medications that were contaminated with a cancer-causing carcinogen,

40. *Hill v. Spirit Airlines, Inc.* (S.D. Fla. July 21, 2020) to represent a proposed nationwide class of passengers whose flights were cancelled by Spirit Airlines due to the novel coronavirus, COVID-19, and whose tickets were not refunded,
41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly “natural” Tom’s of Maine products,
53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,

54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein et al. v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard-brand antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being denied cash refunds,
63. *Lewis v. Trident Manufacturing, Inc.*, (Cir. Ct. Kane Cnty. Mar. 16, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
64. *Croft v. Spinx Games Limited, et al.*, (W.D. Wash. Mar. 31, 2022) to represent a certified class of Washington residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Washington law,
65. *Fischer v. Instant Checkmate LLC*, (N.D. Ill. Mar. 31, 2022) to represent a certified class of Illinois residents whose identities were allegedly used without their consent in alleged violation of the Illinois Right of Publicity Act,
66. *Rivera v. Google LLC*, (Cir. Ct. Cook Cnty. Apr. 25, 2022) to represent a certified class of Illinois residents who appeared in a photograph in Google Photos, in alleged violation of the Illinois Biometric Information Privacy Act,
67. *Loftus v. Outside Integrated Media, LLC*, (E.D. Mich. May 5, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a nationwide class of newspaper subscribers who were also Facebook users under the Video Privacy Protection Act,
77. *In re: Apple Data Privacy Litigation*, (N.D. Cal. July 5, 2023) to represent a putative nationwide class of all persons who turned off permissions for data tracking and whose mobile app activity was still tracked on iPhone mobile devices,
78. *Young v. Military Advantage, Inc. d/b/a Military.com* (Cir. Ct. DuPage Cnty. July 26, 2023) to represent a nationwide class of website subscribers who were also Facebook users under the Video Privacy Protection Act,
79. *Whiting v. Yellow Social Interactive Ltd.* (Cir. Ct. Henderson Cnty. Aug. 15, 2023) to represent a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
80. *Kotila v. Charter Financial Publishing Network, Inc.* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
81. *Schreiber v. Mayo Foundation for Medical Education and Research* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

82. *Norcross v. Tishman Speyer Properties, et al.* (S.D.N.Y. May 17, 2024) to represent a class of online ticket purchasers under New York Arts & Cultural Affairs Law § 25.07(4).

SCOTT A. BURSOR

Mr. Bursor has an active civil trial practice, having won multi-million verdicts or recoveries in six of six civil jury trials since 2008. Mr. Bursor's most recent victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector for violations of the Telephone Consumer Protection Act (TCPA).

In *Ayyad v. Sprint Spectrum L.P.* (2013), where Mr. Bursor served as lead trial counsel, the jury returned a verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc.* (2009), the jury returned a \$50 million verdict in favor of the plaintiff and class represented by Mr. Bursor. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009.

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor's perfect record of six wins in six class action jury trials, with recoveries ranging from \$21 million to \$299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

Mr. Bursor graduated from the University of Texas Law School in 1996. He served as Articles Editor of the Texas Law Review, and was a member of the Board of Advocates and Order of the Coif. Prior to starting his own practice, Mr. Bursor was a litigation associate at a large New York based law firm where he represented telecommunications, pharmaceutical, and technology companies in commercial litigation.

Mr. Bursor is a member of the state bars of New York, Florida, and California, as well as the bars of the United States Court of Appeals for the Second, Third, Fourth, Sixth, Ninth and Eleventh Circuits, and the bars of the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Central, Southern and Eastern Districts of California, the Southern and Middle Districts of Florida, and the Eastern District of Michigan.

Representative Cases

Mr. Bursor was appointed lead or co-lead class counsel to the largest, 2nd largest, and 3rd largest classes ever certified. Mr. Bursor has represented classes including more than 160 million class members, roughly 1 of every 2 Americans. Listed below are recent cases that are representative of Mr. Bursor's practice:

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to

third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

Mr. Bursor was the lead trial lawyer in *Ayyad v. Sprint Spectrum, L.P.* representing a class of approximately 2 million California consumers who were charged an early termination fee under a Sprint cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. After a five-week combined bench-and-jury trial, the jury returned a verdict in June 2008 and the Court issued a Statement of Decision in December 2008 awarding the plaintiffs \$299 million in cash and debt cancellation. Mr. Bursor served as lead trial counsel for this class again in 2013 during a month-long jury trial in which Sprint asserted a \$1.06 billion counterclaim against the class. Mr. Bursor secured a verdict awarding Sprint only \$18.4 million, the exact amount calculated by the class's damages expert. This award was less than 2% of the damages Sprint sought, less than 6% of the amount of the illegal termination fees Sprint charged to class members. In December 2016, after more than 13 years of litigation, the case was settled for \$304 million, including \$79 million in cash payments plus \$225 million in debt cancellation.

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a \$21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

Mr. Bursor was the lead trial lawyer in *Thomas v. Global Visions Products Inc.* Mr. Bursor represented a class of approximately 150,000 California consumers who had purchased the Avacor® hair regrowth system. In January 2008, after a four-week combined bench-and-jury trial, Mr. Bursor obtained a \$37 million verdict for the class, which the Court later increased to \$40 million.

Mr. Bursor was appointed class counsel and was elected chair of the Official Creditors' Committee in *In re Nutraquest Inc.*, a Chapter 11 bankruptcy case before Chief Judge Garrett E. Brown, Jr. (D.N.J.) involving 390 ephedra-related personal injury and/or wrongful death claims, two consumer class actions, four enforcement actions by governmental agencies, and multiple adversary proceedings related to the Chapter 11 case. Working closely with counsel for all parties and with two mediators, Judge Nicholas Politan (Ret.) and Judge Marina Corodemus (Ret.), the committee chaired by Mr. Bursor was able to settle or otherwise resolve every claim and reach a fully consensual Chapter 11 plan of reorganization, which Chief Judge Brown approved in late 2006. This settlement included a \$12.8 million recovery to a nationwide class of consumers who alleged they were defrauded in connection with the purchase of Xenadrine® dietary supplement products.

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested

motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the \$38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a \$20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by \$18.6 million.

L. TIMOTHY FISHER

L. Timothy Fisher has an active practice in consumer class actions and complex business litigation and has also successfully handled a large number of civil appeals.

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of \$50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor in *Perez. v. Rash Curtis & Associates*, where the jury returned a verdict for \$267 million in statutory damages under the Telephone Consumer Protection Act.

Mr. Fisher was admitted to the State Bar of California in 1997. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Northern, Central, Southern and Eastern Districts of California, the Northern District of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri. Mr. Fisher taught appellate advocacy at John F. Kennedy University School of Law in 2003 and 2004. In 2010, he contributed jury instructions, a verdict form and comments to the consumer protection chapter of Justice Elizabeth A. Baron's *California Civil Jury Instruction Companion Handbook* (West 2010). In January 2014, Chief Judge Claudia Wilken of the United States District Court for the Northern District of California appointed Mr. Fisher to a four-year term as a member of the Court's Standing Committee on Professional Conduct.

Mr. Fisher received his Juris Doctor from Boalt Hall at the University of California at Berkeley in 1997. While in law school, he was an active member of the Moot Court Board and participated in moot court competitions throughout the United States. In 1994, Mr. Fisher received an award for Best Oral Argument in the first-year moot court competition.

In 1992, Mr. Fisher graduated with highest honors from the University of California at Berkeley and received a degree in political science. Prior to graduation, he authored an honors thesis for Professor Bruce Cain entitled "The Role of Minorities on the Los Angeles City Council." He is also a member of Phi Beta Kappa.

Representative Cases

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court). Mr. Fisher litigated claims against Global Vision Products, Inc. and other individuals in connection with the sale and marketing of a purported hair loss remedy known as Avacor. The case lasted more than seven years and involved two trials. The first trial resulted in a verdict for plaintiff and the class in the amount of \$40,000,000. The second trial resulted in a jury verdict of \$50,024,611, which led to a \$30 million settlement for the class.

In re Cellphone Termination Fee Cases - Handset Locking Actions (Alameda County Superior Court). Mr. Fisher actively worked on five coordinated cases challenging the secret locking of cell phone handsets by major wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements have been approved in all five cases on terms that require the cell phone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally changed the landscape for cell phone consumers regarding the locking and unlocking of cell phone handsets.

In re Cellphone Termination Fee Cases - Early Termination Fee Cases (Alameda County Superior Court and Federal Communications Commission). In separate cases that are a part of the same coordinated litigation as the Handset Locking Actions, Mr. Fisher actively worked on claims challenging the validity under California law of early termination fees imposed by national cell phone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of \$21 million. In a second case, which was tried to verdict, the Court held after trial that the \$73 million of flat early termination fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

Selected Published Decisions

Melgar v. Zicam LLC, 2016 WL 1267870 (E.D. Cal. Mar. 30, 2016) (certifying 10-jurisdiction class of purchasers of cold remedies, denying motion for summary judgment, and denying motions to exclude plaintiff's expert witnesses).

Salazar v. Honest Tea, Inc., 2015 WL 7017050 (E.D. Cal. Nov. 12, 2015) (denying motion for summary judgment).

Dei Rossi v. Whirlpool Corp., 2015 WL 1932484 (E.D. Cal. Apr. 27, 2015) (certifying California class of purchasers of refrigerators that were mislabeled as Energy Star qualified).

Bayol v. Zipcar, Inc., 78 F.Supp.3d 1252 (N.D. Cal. 2015) (denying motion to dismiss claims alleging unlawful late fees under California Civil Code § 1671).

Forcellati v. Hyland's, Inc., 2015 WL 9685557 (C.D. Cal. Jan. 12, 2015) (denying motion for summary judgment in case alleging false advertising of homeopathic cold and flu remedies for children).

Bayol v. Zipcar, Inc., 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014) (denying motion to transfer venue pursuant to a forum selection clause).

Forcellati v. Hyland's Inc., 2014 WL 1410264 (C.D. Cal. Apr. 9, 2014) (certifying nationwide class of purchasers of homeopathic cold and flu remedies for children).

Hendricks v. StarKist Co., 30 F.Supp.3d 917 (N.D. Cal. 2014) (denying motion to dismiss in case alleging underfilling of 5-ounce cans of tuna).

Dei Rossi v. Whirlpool Corp., 2013 WL 5781673 (E.D. Cal. October 25, 2013) (denying motion to dismiss in case alleging that certain KitchenAid refrigerators were misrepresented as Energy Star qualified).

Forcellati v. Hyland's Inc., 876 F.Supp.2d 1155 (C.D. Cal. 2012) (denying motion to dismiss complaint alleging false advertising regarding homeopathic cold and flu remedies for children).

Clerkin v. MyLife.com, 2011 WL 3809912 (N.D. Cal. August 29, 2011) (denying defendants' motion to dismiss in case alleging false and misleading advertising by a social networking company).

In re Cellphone Termination Fee Cases, 186 Cal.App.4th 1380 (2010) (affirming order approving \$21 million class action settlement).

Gatton v. T-Mobile USA, Inc., 152 Cal.App.4th 571 (2007) (affirming order denying motion to compel arbitration).

Selected Class Settlements

Melgar v. Zicam (Eastern District of California) - \$16 million class settlement of claims alleging cold medicine was ineffective.

Gastelum v. Frontier California Inc. (San Francisco Superior Court) - \$10.9 million class action settlement of claims alleging that a residential landline service provider charged unlawful late fees.

West v. California Service Bureau, Inc. (Northern District of California) - \$4.1 million class settlement of claims under the Telephone Consumer Protection Act.

Gregorio v. Premier Nutrition Corp. (Southern District of New York) - \$9 million class settlement of false advertising claims against protein shake manufacturer.

Morris v. SolarCity Corp. (Northern District of California) - \$15 million class settlement of claims under the Telephone Consumer Protection Act.

Retta v. Millennium Products, Inc. (Central District of California) - \$8.25 million settlement to resolve claims of bottled tea purchasers for alleged false advertising.

Forcellati v. Hyland's (Central District of California) – nationwide class action settlement providing full refunds to purchasers of homeopathic cold and flu remedies for children.

Dei Rossi v. Whirlpool (Eastern District of California) – class action settlement providing \$55 cash payments to purchasers of certain KitchenAid refrigerators that allegedly mislabeled as Energy Star qualified.

In Re NVIDIA GTX 970 Graphics Chip Litigation (Northern District of California) - \$4.5 million class action settlement of claims alleging that a computer graphics card was sold with false and

misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co. (Northern District of California) – \$12 million class action settlement of claims alleging that 5-ounce cans of tuna were underfilled.

In re Zakskorn v. American Honda Motor Co. Honda (Eastern District of California) – nationwide settlement providing for brake pad replacement and reimbursement of out-of-pocket expenses in case alleging defective brake pads on Honda Civic vehicles manufactured between 2006 and 2011.

Correa v. Sensa Products, LLC (Los Angeles Superior Court) - \$9 million settlement on behalf of purchasers of the Sensa weight loss product.

In re Pacific Bell Late Fee Litigation (Contra Costa County Superior Court) - \$38.6 million settlement on behalf of Pac Bell customers who paid an allegedly unlawful late payment charge.

In re Haier Freezer Consumer Litigation (Northern District of California) - \$4 million settlement, which provided for cash payments of between \$50 and \$325.80 to class members who purchased the Haier HNCM070E chest freezer.

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court) - \$30 million settlement on behalf of a class of purchasers of a hair loss remedy.

Guyette v. Viacom, Inc. (Alameda County Superior Court) - \$13 million settlement for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with its subscribers.

JOSEPH I. MARCHESE

Joseph I. Marchese is a Partner with Bursor & Fisher, P.A. Joe focuses his practice on consumer class actions, employment law disputes, and commercial litigation. He has represented corporate and individual clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Joe has diverse experience in litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, privacy violations, data breach claims, and violations of the Servicemembers Civil Relief Act.

Joe also has significant experience in multidistrict litigation proceedings. Recently, he served on the Plaintiffs' Executive Committee in *In Re: Blue Buffalo Company, Ltd. Marketing And Sales Practices Litigation*, MDL No. 2562, which resulted in a \$32 million consumer class settlement. Currently, he serves on the Plaintiffs' Steering Committee for Economic Reimbursement in *In Re: Valsartan Products Liability Litigation*, MDL No. 2875.

Joe is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan, as well as the United States Court of Appeals for the Second Circuit.

Joe graduated from Boston University School of Law in 2002 where he was a member of The Public Interest Law Journal. In 1998, Joe graduated with honors from Bucknell University.

Selected Published Decisions:

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. Sept. 7, 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Boelter v. Hearst Communications, Inc., 192 F. Supp. 3d 427 (S.D.N.Y. June 17, 2016), denying publisher's motion to dismiss its subscriber's allegations of state privacy law violations in putative class action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

In re Michaels Stores Pin Pad Litigation, 830 F. Supp. 2d 518 (N.D. Ill. 2011), denying retailer's motion to dismiss its customers' state law consumer protection and privacy claims in data breach putative class action.

Selected Class Settlements:

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for \$2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

In re Scotts EZ Seed Litigation, Case No. 12-cv-4727-VB (S.D.N.Y. 2018) – final approval granted for \$47 million class settlement to resolve false advertising claims of purchasers of combination grass seed product.

In Re: Blue Buffalo Marketing And Sales Practices Litigation, Case No. 14-MD-2562-RWS (E.D. Mo. 2016) – final approval granted for \$32 million class settlement to resolve claims of pet owners for alleged false advertising of pet foods.

Rodriguez v. Citimortgage, Inc., Case No. 11-cv-4718-PGG (S.D.N.Y. 2015) – final approval granted for \$38 million class settlement to resolve claims of military servicemembers for alleged foreclosure violations of the Servicemembers Civil Relief Act, where each class member was entitled to \$116,785 plus lost equity in the foreclosed property and interest thereon.

O'Brien v. LG Electronics USA, Inc., et al., Case No. 10-cv-3733-DMC (D.N.J. 2011) – final approval granted for \$23 million class settlement to resolve claims of Energy Star refrigerator purchasers for alleged false advertising of the appliances' Energy Star qualification.

SARAH N. WESTCOT

Sarah N. Westcot is the Managing Partner of Bursor & Fisher's Miami office. She focuses her practice on consumer class actions, complex business litigation, and mass torts.

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

Sarah also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation*, MDL No. 2924 (S.D. Florida). She also serves on the Plaintiffs' Executive Committee in *In re Apple Inc. App Store Simulated Casino-Style Games Litigation*, MDL No. 2985 (N.D. Cal.) and *In Re: Google Play Store Simulated Casino-Style Games Litigation*, MDL No. 3001 (N.D. Cal.).

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

Sarah received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, she was a law clerk with the Cook County State's Attorney's Office in Chicago and the Santa Clara County District Attorney's Office in San Jose, CA, gaining early trial experience in both roles. She graduated with honors from the University of Florida in 2005.

Sarah is a member of The National Trial Lawyers Top 100 Civil Plaintiff Lawyers, and was selected to The National Trial Lawyers Top 40 Under 40 Civil Plaintiff Lawyers for 2022.

JOSHUA D. ARISOHN

Joshua D. Arisohn is a Partner with Bursor & Fisher, P.A. Josh has litigated precedent-setting cases in the areas of consumer class actions and terrorism. He participated in the first ever trial to take place under the Anti-Terrorism Act, a statute that affords U.S. citizens the right to assert federal claims for injuries arising out of acts of international terrorism. Josh's practice continues to focus on terrorism-related matters as well as class actions.

Josh is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the District Court for the District of Columbia, and the United States Courts of Appeals for the Second and Ninth Circuits.

Josh previously practiced at Dewey & LeBoeuf LLP and DLA Piper LLP. He graduated from Columbia University School of Law in 2006, where he was a Harlan Fiske Stone Scholar, and received his B.A. from Cornell University in 2002. Josh has been honored as a 2015, 2016 and 2017 Super Lawyer Rising Star.

Selected Published Decisions:

Fields v. Syrian Arab Republic, Civil Case No. 18-1437 (RJL), entering a judgment of approximately \$850 million in favor of the family members of victims of terrorist attacks carried out by ISIS with the material support of Syria.

Farwell v. Google LLC, 2022 WL 1568361 (C.D. Ill. Mar. 31, 2022), denying social media defendant's motion to dismiss BIPA claims brought on behalf of Illinois school students using Google's Workspace for Education platform on laptop computers.

Weiman v. Miami University, Case No. 2020-00614JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Smith v. The Ohio State University, Case No. 2020-00321JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Waitt v. Kent State University, Case No. 2020-00392JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Duke v. Ohio University, Case No. 2021-00036JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Keba v. Bowling Green State University, Case No. 2020-00639JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Kirkbride v. The Kroger Co., Case No. 2:21-cv-00022-ALM-EPD, denying motion to dismiss claims based on the allegation that defendant overstated its usual and customary prices and thereby overcharged customers for generic drugs.

Selected Class Settlements:

Morris v. SolarCity Corp., Case No. 3:15-cv-05107-RS (N.D. Cal.) - final approval granted for \$15 million class settlement to resolve claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.*

Marquez v. Google LLC, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.

NEAL J. DECKANT

Neal J. Deckant is a Partner with Bursor & Fisher, P.A., where he serves as the firm's Head of Information & e-Discovery. Neal focuses his practice on complex business litigation and consumer class actions. Prior to joining Bursor & Fisher, Neal counseled low-income homeowners facing foreclosure in East Boston.

Neal is admitted to the State Bars of California and New York, and is a member of the bars of the United States District Court for the Northern District of California, the United States District Court for the Eastern District of California, the United States District Court for the Central District of California, the United States District Court for the Southern District of California, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, and the bars of the United States Courts of Appeals for the Second and Ninth Circuits.

Neal received his Juris Doctor from Boston University School of Law in 2011, graduating cum laude with two Dean’s Awards. During law school, Neal served as a Senior Articles Editor for the Review of Banking and Financial Law, where he authored two published articles about securitization reforms, both of which were cited by the New York Court of Appeals, the highest court in the state. Neal was also awarded Best Oral Argument in his moot court section, and he served as a Research Assistant for his Securities Regulation professor. Neal has also been honored as a 2014, 2015, 2016, and 2017 Super Lawyers Rising Star. In 2007, Neal graduated with Honors from Brown University with a dual major in East Asian Studies and Philosophy.

Selected Published Decisions:

Martinelli v. Johnson & Johnson, 2019 WL 1429653 (N.D. Cal. Mar. 29, 2019), granting class certification of false advertising and other claims brought by purchasers of Benecol spreads labeled with the representation “No Trans Fats.”

Dzielak v. Whirlpool Corp., 2017 WL 6513347 (D.N.J. Dec. 20, 2017), granting class certification of consumer protection claims brought by purchasers of Maytag Centennial washing machines marked with the “Energy Star” logo.

Duran v. Obesity Research Institute, LLC, 204 Cal. Rptr. 3d 896 (Cal. Ct. App. 2016), reversing and remanding final approval of a class action settlement on appeal, regarding allegedly mislabeled dietary supplements, in connection with a meritorious objection.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting individual and law firm defendants' motion for judgment as a matter of law on plaintiff's claims for retaliation and defamation, as well as for all claims against law firm partners, Nadeem and Lubna Faruqi.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

In Re NVIDIA GTX 970 Graphics Chip Litigation, Case No. 15-cv-00760-PJH (N.D. Cal. Dec. 7, 2016) – final approval granted for \$4.5 million class action settlement to resolve claims that a computer graphics card was allegedly sold with false and misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co., 2016 WL 5462423 (N.D. Cal. Sept. 29, 2016) – final approval granted for \$12 million class action settlement to resolve claims that 5-ounce cans of tuna were allegedly underfilled.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014) – class action claims resolved for \$2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy, following claims that its olive oil was allegedly sold with false and misleading representations.

Selected Publications:

Neal Deckant, *X. Reforms of Collateralized Debt Obligations: Enforcement, Accounting and Regulatory Proposals*, 29 Rev. Banking & Fin. L. 79 (2009) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)).

Neal Deckant, *Criticisms of Collateralized Debt Obligations in the Wake of the Goldman Sachs Scandal*, 30 Rev. Banking & Fin. L. 407 (2010) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014); *Lyon Village Venetia, LLC v. CSE Mortgage LLC*, 2016 WL 476694, at *1 n.1 (Md. Ct. Spec. App. Feb. 4, 2016); Ivan Ascher, *Portfolio Society: On the Capitalist Mode of Prediction*, at 141, 153, 175 (Zone Books / The MIT Press 2016); Devon J. Steinmeyer, *Does State National Bank of Big Spring v. Geithner Stand a Fighting Chance?*, 89 Chi.-Kent. L. Rev. 471, 473 n.13 (2014)).

YITZCHAK KOPEL

Yitzchak Kopel is a Partner with Bursor & Fisher, P.A. Yitz focuses his practice on consumer class actions and complex business litigation. He has represented corporate and individual clients before federal and state courts, as well as in arbitration proceedings.

Yitz has substantial experience in successfully litigating and resolving consumer class actions involving claims of consumer fraud, data breaches, and violations of the telephone consumer protection act. Since 2014, Yitz has obtained class certification on behalf of his clients five times, three of which were certified as nationwide class actions. Bursor & Fisher was appointed as class counsel to represent the certified classes in each of the cases.

Yitz is admitted to the State Bars of New York and New Jersey, the bar of the United States Court of Appeals for the Second, Eleventh, and Ninth Circuits, and the bars of the United States District Courts for the Southern District of New York, Eastern District of New York, Eastern District of Missouri, Eastern District of Wisconsin, Northern District of Illinois, and District of New Jersey.

Yitz received his Juris Doctorate from Brooklyn Law School in 2012, graduating *cum laude* with two Dean's Awards. During law school, Yitz served as an Articles Editor for the Brooklyn Law Review and worked as a Law Clerk at Shearman & Sterling. In 2009, Yitz graduated *cum laude* from Queens College with a B.A. in Accounting.

Selected Published Decisions:

Bassaw v. United Industries Corp., 482 F.Supp.3d 80, 2020 WL 5117916 (S.D.N.Y. Aug. 31, 2020), denying motion to dismiss claims in putative class action concerning insect foggers.

Poppiti v. United Industries Corp., 2020 WL 1433642 (E.D. Mo. Mar. 24, 2020), denying motion to dismiss claims in putative class action concerning citronella candles.

Bakov v. Consolidated World Travel, Inc., 2019 WL 6699188 (N.D. Ill. Dec. 9, 2019), granting summary judgment on behalf of certified class in robocall class action.

Krumm v. Kittrich Corp., 2019 WL 6876059 (E.D. Mo. Dec. 17, 2019), denying motion to dismiss claims in putative class action concerning mosquito repellent.

Crespo v. S.C. Johnson & Son, Inc., 394 F. Supp. 3d 260 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding Raid insect fogger.

Bakov v. Consolidated World Travel, Inc., 2019 WL 1294659 (N.D. Ill. Mar. 21, 2019), certifying a class of persons who received robocalls in the state of Illinois.

Bourbia v. S.C. Johnson & Son, Inc., 375 F. Supp. 3d 454 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding mosquito repellent.

Hart v. BHH, LLC, 323 F. Supp. 3d 560 (S.D.N.Y. 2018), denying defendants' motion for summary judgment in certified class action involving the sale of ultrasonic pest repellers.

Hart v. BHH, LLC, 2018 WL 3471813 (S.D.N.Y. July 19, 2018), denying defendants' motion to exclude plaintiffs' expert in certified class action involving the sale of ultrasonic pest repellers.

Penrose v. Buffalo Trace Distillery, Inc., 2018 WL 2334983 (E.D. Mo. Feb. 5, 2018), denying bourbon producers' motion to dismiss fraud and consumer protection claims in putative class action.

West v. California Service Bureau, Inc., 323 F.R.D. 295 (N.D. Cal. 2017), certifying a nationwide class of "wrong-number" robocall recipients.

Hart v. BHH, LLC, 2017 WL 2912519 (S.D.N.Y. July 7, 2017), certifying nationwide class of purchasers of ultrasonic pest repellers.

Browning v. Unilever United States, Inc., 2017 WL 7660643 (C.D. Cal. Apr. 26, 2017), denying motion to dismiss fraud and warranty claims in putative class action concerning facial scrub product.

Brenner v. Procter & Gamble Co., 2016 WL 8192946 (C.D. Cal. Oct. 20, 2016), denying motion to dismiss warranty and consumer protection claims in putative class action concerning baby wipes.

Hewlett v. Consolidated World Travel, Inc., 2016 WL 4466536 (E.D. Cal. Aug. 23, 2016), denying telemarketer's motion to dismiss TCPA claims in putative class action.

Bailey v. KIND, LLC, 2016 WL 3456981 (C.D. Cal. June 16, 2016), denying motion to dismiss fraud and warranty claims in putative class action concerning snack bars.

Hart v. BHH, LLC, 2016 WL 2642228 (S.D.N.Y. May 5, 2016) denying motion to dismiss warranty and consumer protection claims in putative class action concerning ultrasonic pest repellers.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting clients' motion for judgment as a matter of law on claims for retaliation and defamation in employment action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Brady v. Basic Research, L.L.C., 101 F. Supp. 3d 217 (E.D.N.Y. 2015), denying diet pill manufacturers' motion to dismiss its purchasers' allegations for breach of express warranty in putative class action.

Ward v. TheLadders.com, Inc., 3 F. Supp. 3d 151 (S.D.N.Y. 2014), denying online job board's motion to dismiss its subscribers' allegations of consumer protection law violations in putative class action.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

Hart v. BHH, LLC, Case No. 1:15-cv-04804 (S.D.N.Y. Sept. 22, 2020), resolving class action claims regarding ultrasonic pest repellers.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014), resolving class action claims for \$2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy following the certification of nationwide claims alleging that its olive oil was sold with false and misleading representations.

West v. California Service Bureau, Case No. 4:16-cv-03124-YGR (N.D. Cal. Jan. 23, 2019), resolving class action claims against debt-collector for wrong-number robocalls for \$4.1 million.

PHILIP L. FRAIETTA

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers® every year since 2019.

Phil has significant experience in litigating consumer class actions, particularly those involving privacy claims under statutes such as the Michigan Preservation of Personal Privacy Act, the Illinois Biometric Information Privacy Act, and Right of Publicity statutes. Since 2016, Phil has recovered over \$100 million for class members in privacy class action settlements. In addition to privacy claims, Phil has significant experience in litigating and settling class action claims involving false or misleading advertising.

Phil is admitted to the State Bars of New York, New Jersey, Illinois, Michigan, and California, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

Phil received his Juris Doctor from Fordham University School of Law in 2014, graduating cum laude. During law school, Phil served as an Articles & Notes Editor for the Fordham Law Review, and published two articles. In 2011, Phil graduated cum laude from Fordham University with a B.A. in Economics.

Selected Published Decisions:

Fischer v. Instant Checkmate LLC, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022), certifying class of Illinois residents for alleged violations of Illinois' Right of Publicity Act by background reporting website.

Kolebuck-Utz v. Whitepages Inc., 2021 WL 157219 (W.D. Wash. Apr. 22, 2021), denying defendant's motion to dismiss for alleged violations of Ohio's Right to Publicity Law.

Bergeron v. Rochester Institute of Technology, 2020 WL 7486682 (W.D.N.Y. Dec. 18, 2020), denying university's motion to dismiss for failure to refund tuition and fees for the Spring 2020 semester in light of the COVID-19 pandemic.

Porter v. NBTY, Inc., 2019 WL 5694312 (N.D. Ill. Nov. 4, 2019), denying supplement manufacturer's motion for summary judgment on consumers' allegations of false advertising relating to whey protein content.

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Selected Class Settlements:

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Ruppel v. Consumers Union of United States, Inc., Case No. 16-cv-02444-KMK (S.D.N.Y. 2018) – final approval granted for \$16.375 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Benbow v. SmileDirectClub, LLC, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2021) – final approval granted for \$11.5 million class settlement to resolve claims for alleged TCPA violations.

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for \$9 million class settlement to resolve claims of protein shake purchasers for alleged false advertising.

Taylor v. Trusted Media Brands, Inc., Case No. 16-cv-01812-KMK (S.D.N.Y. 2018) – final approval granted for \$8.225 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. American Media, Inc., Case No. 16-cv-11367-JEL (E.D. Mich. 2017) – final approval granted for \$7.6 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Rocchio v. Rutgers, The State University of New Jersey, Case No. MID-L-003039-20 (Sup. Ct. Middlesex Cnty. 2022) – final approval granted for \$5 million class settlement to resolve claims for failure to refund mandatory fees for the Spring 2020 semester in light of the COVID-19 pandemic.

Heigl v. Waste Management of New York, LLC, Case No. 19-cv-05487-WFK-ST (E.D.N.Y. 2021) – final approval granted for \$2.7 million class settlement to resolve claims for charging allegedly unlawful fees pertaining to paper billing.

Frederick v. Examsoft Worldwide, Inc., Case No. 2021L001116 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for \$2.25 million class settlement to resolve claims for alleged BIPA violations.

ALEC M. LESLIE

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on consumer class actions, employment law disputes, and complex business litigation.

Alec is admitted to the State Bar of New York and is a member of the bar of the United States District Courts for the Southern and Eastern Districts of New York. Alec was a Summer Associate with Bursor & Fisher prior to joining the firm.

Alec received his Juris Doctor from Brooklyn Law School in 2016, graduating *cum laude*. During law school, Alec served as an Articles Editor for Brooklyn Law Review. In addition, Alec served as an intern to the Honorable James C. Francis for the Southern District of New York and the Honorable Vincent Del Giudice, Supreme Court, Kings County. Alec graduated from the University of Colorado with a B.A. in Philosophy in 2012.

Selected Class Settlements:

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for class settlement to resolve claims of protein shake purchasers for alleged false advertising.

Wright v. Southern New Hampshire Univ., Case No. 1:20-cv-00609-LM (D.N.H. 2021) – final approval granted for class settlement to resolve claims over COVID-19 tuition and fee refunds to students.

Mendoza et al. v. United Industries Corp., Case No. 21PH-CV00670 (Phelps Cnty. Mo. 2021) – final approval granted for class settlement to resolve false advertising claims on insect repellent products.

Kaupelis v. Harbor Freight Tools USA, Inc., Case No. 8:19-cv-01203-JVS-DFM (C.D. Cal. 2021) – final approval granted for class settlement involving allegedly defective and dangerous chainsaws.

Rocchio v. Rutgers Univ., Case No. MID-L-003039-20 (Middlesex Cnty. N.J. 2021) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Malone v. Western Digital Corporation, Case No. 5:20-cv-03584-NC (N.D. Cal.) – final approval granted for class settlement to resolve false advertising claims on hard drive products.

Frederick et al. v. ExamSoft Worldwide, Inc., Case No. 2021L001116 (DuPage Cnty. Ill. 2021) – final approval granted for class settlement to resolve claims over alleged BIPA violations with respect to exam proctoring software.

D’Amario et al. v. Univ. of Tampa, Case No. 7:20-cv-07344 (S.D.N.Y. 2022) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Olin et al. v. Meta Platforms, Inc., Case No. 3:18-cv-01881-RS (N.D. Cal. 2022) – final approval granted for class settlement involving invasion of privacy claims.

Croft v. SpinX Games et al., Case No. 2:20-cv-01310-RSM (W.D. Wash. 2022) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Armstead v. VGW Malta Ltd. et al., Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Barbieri v. Tailored Brands, Inc., Index No. 616696/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Metzner et al. v. Quinnipiac Univ., Case No. 3:20-cv-00784 (D. Conn.) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

In re GE/Canon Data Breach, Case No. 1:20-cv-02903 (S.D.N.Y.) – final approval granted for class settlement to resolve data breach claims.

Davis v. Urban Outfitters, Inc., Index No. 612162/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Armstead v. VGW Malta LTD et al., Civil Action No. 22-CI-00553 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Casler et al. v. Mclane Company, Inc. et al., Index No. 616432/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Wyland v. Woopla, Inc., Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Graziano et al. v. Lego Systems, Inc., Index No. 611615/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Lipsky et al. v. American Behavioral Research Institute, LLC, Case No. 50-2023-CA-011526-XXXX-MB (Palm Beach Cnty. Fl.) – final approval granted to resolve allegedly deceptive automatic renewal and product efficacy claims.

Whiting v. Yellow Social Interactive Ltd., Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

STEPHEN BECK

Stephen is an Associate with Bursor & Fisher, P.A. Stephen focuses his practice on complex civil litigation and class actions.

Stephen is admitted to the State Bar of Florida and is a member of the bars of the United States District Courts for the Southern and Middle Districts of Florida, the Eastern District of Missouri, and the Northern District of Illinois.

Stephen received his Juris Doctor from the University of Miami School of Law in 2018. During law school, Stephen received an Honors distinction in the Litigation Skills Program and was awarded the Honorable Theodore Klein Memorial Scholarship for excellence in written and oral advocacy. Stephen also received the CALI Award in Legislation for earning the highest grade on the final examination. Stephen graduated from the University of North Florida with a B.A. in Philosophy in 2015.

STEFAN BOGDANOVICH

Stefan Bogdanovich is an Associate with Bursor & Fisher, P.A. Stefan litigates complex civil and class actions typically involving privacy, intellectual property, entertainment, and false advertising law.

Prior to working at Bursor & Fisher, Stefan practiced at two national law firms in Los Angeles. He helped represent various companies in false advertising and IP infringement cases, media companies in defamation cases, and motion picture producers in royalty disputes. He also advised corporations and public figures on complying with various privacy and advertising laws and regulations.

Stefan is admitted to the State Bar of California and all of the California Federal District Courts. He is also a Certified Information Privacy Professional.

Stefan received his Juris Doctor from the University of Southern California Gould School of Law in 2018, where he was a member of the Hale Moot Court Honors Program and the Trial Team. He received the highest grade in his class in three subjects, including First Amendment Law.

BRITTANY SCOTT

Brittany Scott is an Associate with Bursor & Fisher, P.A. Brittany focuses her practice on data privacy, complex civil litigation, and consumer class actions. Brittany was an intern with Bursor & Fisher prior to joining the firm.

Brittany has substantial experience litigating consumer class actions, including those involving data privacy claims under statutes such as the Illinois Biometric Information Privacy Act, the Fair Credit Reporting Act, and the Michigan Preservation of Personal Privacy Act. In addition to data privacy claims, Brittany has significant experience in litigating class action claims involving false and misleading advertising.

Brittany is admitted the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the Eastern District of Wisconsin, the Northern District of Illinois, the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and Second Circuit Court of Appeals.

Brittany received her Juris Doctor from the University of California, Hastings College of the Law in 2019, graduating cum laude. During law school, Brittany was a member of the Constitutional Law Quarterly, for which she was the Executive Notes Editor. Brittany published a note in the Constitutional Law Quarterly entitled “Waiving Goodbye to First Amendment Protections: First Amendment Waiver by Contract.” Brittany also served as a judicial extern to the Honorable Andrew Y.S. Cheng for the San Francisco Superior Court. In 2016, Brittany graduated from the University of California Berkeley with a B.A. in Political Science.

Selected Class Settlements:

Morrissey v. Tula Life, Inc., Case No. 2021L0000646 (Cir. Ct. DuPage Cnty. 2021) – final approval granted for \$4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

Clarke et al. v. Lemonade Inc., Case No. 2022LA000308 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for \$4 million class settlement to resolve claims for alleged BIPA violations.

Whitlock v. Jabil Inc., Case No. 2021CH00626 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$995,000 class settlement to resolve claims for alleged BIPA violations.

MAX S. ROBERTS

Max Roberts is an Associate in Bursor & Fisher's New York office. Max focuses his practice on class actions concerning data privacy and consumer protection. Max was a Summer Associate with Bursor & Fisher prior to joining the firm and is now Co-Chair of the firm's Appellate Practice Group.

In 2023, Max was named "Rising Star" in the New York Metro Area by Super Lawyers®.

Max received his Juris Doctor from Fordham University School of Law in 2019, graduating *cum laude*. During law school, Max was a member of Fordham's Moot Court Board, the Brennan Moore Trial Advocates, and the Fordham Urban Law Journal, for which he published a note entitled [*Weaning Drug Manufacturers Off Their Painkiller: Creating an Exception to the Learned Intermediary Doctrine in Light of the Opioid Crisis*](#). In addition, Max served as an intern to the Honorable Vincent L. Briccetti of the Southern District of New York and the Fordham Criminal Defense Clinic. Max graduated from Johns Hopkins University in 2015 with a B.A. in Political Science.

Outside of the law, Max is an avid triathlete.

Selected Published Decisions:

Jackson v. Amazon.com, Inc., 65 F.4th 1093 (9th Cir. 2023), affirming district court's denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

Javier v. Assurance IQ, LLC, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

Mora v. J&M Plating, Inc., 213 N.E.3d 942 (Ill. App. Ct. 2d Dist. 2022), reversing circuit court and holding that Section 15(a) of Illinois' Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to [here](#).

James v. Walt Disney Co., --- F. Supp. 3d ---, 2023 WL 7392285 (N.D. Cal. Nov. 8, 2023), largely denying motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Yockey v. Salesforce, Inc., 2023 WL 5519323 (N.D. Cal. Aug. 25, 2023), denying in part motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Cristostomo v. New Balance Athletics, Inc., 647 F. Supp. 3d 1 (D. Mass. 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as "Made in

the USA.”

Carroll v. Myriad Genetics, Inc., 2022 WL 16860013 (N.D. Cal. Nov. 9, 2022), denying in part motion to dismiss in case involving non-invasive prenatal testing product.

Louth v. NFL Enterprises LLC, 2022 WL 4130866 (D.R.I. Sept. 12, 2022), denying motion to dismiss alleged violations of the Video Privacy Protection Act.

Soo v. Lorex Corp., 2020 WL 5408117 (N.D. Cal. Sept. 9, 2020), denying defendants’ motion to compel arbitration and denying in part motion dismiss consumer protection claims in putative class action concerning security cameras.

Selected Class Settlements:

Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines), Case No. 1:20-cv-3294-ALC (S.D.N.Y. 2023) – final approval granted for \$14.1 million class settlement to resolve claims of passengers whose flights with Turkish Airlines were cancelled due to COVID-19 and who did not receive refunds.

Payero v. Mattress Firm, Inc., Case No. 7:21-cv-3061-VB (S.D.N.Y. 2023) – final approval granted for \$4.9 million class settlement to resolve claims of consumers who purchased allegedly defective bed frames.

Miranda v. Golden Entertainment (NV), Inc., Case No. 2:20-cv-534-AT (D. Nev. 2021) – final approval granted for class settlement valued at over \$4.5 million to resolve claims of customers and employees of casino company stemming from data breach.

Malone v. Western Digital Corp., Case No. 5:20-cv-3584-NC (N.D. Cal. 2021) – final approval granted for class settlement valued at \$5.7 million to resolve claims of hard drive purchasers for alleged false advertised.

Frederick v. ExamSoft Worldwide, Inc., Case No. 2021-L-001116 (18th Judicial Circuit Court DuPage County, Illinois 2021) – final approval granted for \$2.25 million class settlement to resolve claims of Illinois students for alleged violations of the Illinois Biometric Information Privacy Act.

Bar Admissions

- New York State
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- Third Circuit Court of appeals

- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

JULIA K. VENDITTI

Julia K. Venditti is an Associate with Bursor & Fisher, P.A. Julia focuses her practice on complex civil litigation and class actions. Julia was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julia is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Julia received her Juris Doctor in 2020 from the University of California, Hastings College of the Law, where she graduated *cum laude* with two CALI Awards for the highest grade in her Evidence and California Community Property classes. During law school, Julia was a member of the UC Hastings Moot Court team and competed at the Evans Constitutional Law Moot Court Competition, where she finished as a national quarterfinalist and received a best brief award. Julia was also inducted into the UC Hastings Honors Society and was awarded Best Brief and an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. In addition, Julia served as a Research Assistant for her Constitutional Law professor, as a Teaching Assistant for Legal Writing & Research, and as a Law Clerk at the San Francisco Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

JULIAN DIAMOND

Julian Diamond is an Associate with Bursor & Fisher, P.A. Julian focuses his practice on privacy law and class actions. Julian was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julian received his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Stone Scholar. During law school, Julian was Articles Editor for the Columbia Journal of Environmental Law. Prior to law school, Julian worked in education. Julian graduated from California State University, Fullerton with a B.A. in History and a single subject social science teaching credential.

MATTHEW GIRARDI

Matt Girardi is an Associate with Bursor & Fisher, P.A. Matt focuses his practice on complex civil litigation and class actions, and has focused specifically on consumer class actions involving product defects, financial misconduct, false advertising, and privacy violations. Matt was a Summer Associate with Bursor & Fisher prior to joining the firm.

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Prior to law school, Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division.

JENNA GAVENMAN

Jenna Gavenman is an Associate with Bursor & Fisher, P.A. Jenna focuses her practice on complex civil litigation and consumer class actions. Jenna was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate in September 2022.

Jenna is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Jenna received her Juris Doctor in 2022 from the University of California, Hastings College of the Law (now named UC Law SF). During law school, she was awarded an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. Jenna also participated in both the Medical Legal Partnership for Seniors (MLPS) and the Lawyering for Children Practicum at Legal Services for Children—two of UC Hastings's nationally renowned clinical programs. Jenna was awarded the Clinic Award for Outstanding Performance in MLPS for her contributions to the clinic. In addition, Jenna volunteered with her law school's Legal Advice and Referral Clinic and as a LevelBar Mentor.

In 2018, Jenna graduated *cum laude* from Villanova University with a B.A. in Sociology and Spanish (double major). Jenna was a Division I athlete, competing on the Villanova Women's Water Polo varsity team for four consecutive years.

EMILY HORNE

Emily Horne is an Associate with Bursor & Fisher, P.A. Emily focuses her practice on complex civil litigation and consumer class actions. Emily was a Summer Associate with Bursor & Fisher prior to joining the firm.

Emily is admitted to the State Bar of California.

Emily received her Juris Doctor from the University of California, Hastings College of the Law in 2022 (now UC, Law SF). During law school, Emily served as Editor-in-Chief for the UC Hastings Communications and Entertainment Law Journal, and she competed on the Moot Court team. Emily also served as a judicial extern in the Northern District of California and as a Teaching Assistant for Legal Writing & Research. In 2015, Emily graduated from Scripps College with a B.A. in Sociology.

IRA ROSENBERG

Ira Rosenberg is an Associate with Bursor & Fisher, P.A. Ira focuses his practice on complex civil litigation and class actions.

Ira received his Juris Doctor in 2022 from Columbia Law School. During law school, Ira served as a Student Honors Legal Intern with Division of Enforcement at the U.S. Securities and Exchange Commission. Ira also interned during law school in the Criminal Division at the United States Attorney's Office for the Southern District of New York and with the Investor Protection Bureau at the Office of the New York State Attorney General. Ira graduated in 2018 from Beth Medrash Govoha with a B.A. in Talmudic Studies.

LUKE SIRONSKI-WHITE

Luke Sironski-White is an Associate with Bursor & Fisher, P.A., focusing on complex civil litigation and consumer class actions. Luke joined the firm as a full-time Associate in August 2022.

Luke is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Luke received his Juris Doctor in 2022 from the University of California, Berkeley School of Law. During law school, Luke was on the board of the Consumer Advocacy and Protection Society (CAPS), edited for the Berkeley Journal of Employment and Labor Law, and volunteered with the Prisoner Advocacy Network.

In 2017, Luke graduated from the University of Chicago with a B.A. in Anthropology. Before entering the field of law Luke was a professional photographer and filmmaker.

JONATHAN L. WOLLOCH

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Jonathan received his Juris Doctor from the University of Miami School of Law in 2022, graduating magna cum laude. During law school, Jonathan served as a judicial intern to the Honorable Beth Bloom for the Southern District of Florida. He received two CALI Awards for earning the highest grade in his Trusts & Estates and Substantive Criminal Law courses, and he was elected to the Order of the Coif. Jonathan was also selected for participation in a semester long externship at the Florida Supreme Court, where he served as a judicial extern to the Honorable John D. Couriel. In 2018, Jonathan graduated from the University of Michigan with a B.A. in Political Science.

INES DIAZ

Ines Diaz is an Associate with Bursor & Fisher, P.A. Ines focuses her practice on complex civil litigation and class actions.

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Ines received her Juris Doctor in 2023 from the University of California, Berkeley School of Law. During law school, Ines served as an Executive Editor of the California Law Review. She also served as an intern with the East Bay Community Law Center's Immigration Clinic and as a Fellow of the Berkeley Law Academic Skills Program. Additionally, Ines served as an instructor with the University of California, Berkeley Extension, Legal Studies Global Access Program where she taught legal writing to international law students. In 2021, Ines was selected for a summer externship at the California Supreme Court where she served as a judicial extern for the Honorable Mariano-Florentino Cuéllar.

CAROLINE C. DONOVAN

Caroline C. Donovan is an Associate with Bursor & Fisher, P.A. Caroline focuses her practice on complex civil litigation, data protection, mass arbitration, and class actions. Caroline interned with Bursor & Fisher during her third year of law school before joining full time in Fall 2023.

Caroline is admitted to the State Bar of New York.

Caroline received her Juris Doctor in 2023 from Brooklyn Law School. During law school, Caroline was a member of the Moot Court Honor Society Trial Division, where she was chosen to serve as a National Team Member. Caroline competed and coached in numerous competitions across the country, and placed second at regionals in AAJ's national competition in both her second and third year of law school. Caroline was also the President of the Art Law Association, and the Treasurer of the Labor and Employment Law Association.

During law school, Caroline was a judicial intern for Judge Kenneth W. Chu of the National Labor Relations Board. She also interned at the United States Attorney's Office in the Eastern District of New York, as well as a securities class action firm.

JOSHUA B. GLATT

Joshua Glatt is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation and consumer class actions. Joshua was a Summer Associate with Bursor & Fisher prior to joining the firm as an Associate.

Joshua earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings). While there, he received a CALI Award for earning the highest grade in Constitutional Law II and served on the executive boards of the Jewish Law Students Association and the American Constitution Society. Prior to law school, Joshua graduated *summa cum laude* from the Walter Cronkite School of Journalism and Mass

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JOSHUA R. WILNER

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Joshua is admitted to the State Bar of California.

Joshua received his Juris Doctor in 2023 from Berkeley Law. During law school, he received the American Jurisprudence Award for Constitutional Law.

During law school, Joshua served on the board of the Berkeley Journal of Employment and Labor Law. Joshua also interned at Disability Rights California, Legal Aid at Work, and a private firm that worked closely with the ACLU of Northern California to enforce the California Racial Justice Act. In 2022 and 2023, Joshua worked as a research assistant for Professor Abbye Atkinson.

VICTORIA ZHOU

Victoria Zhou is an Associate in Bursor & Fisher's New York office. Victoria focuses her practice on class actions concerning data privacy and consumer protection.

Victoria is admitted to the State Bar of New York.

Victoria received her Juris Doctor from Fordham Law School in 2023. During law school, Victoria served as an Associate Editor of the Moot Court Board and competed in multiple mock trial competitions as a member of the Brendan Moore Trial Advocates. In addition, Victoria served as a judicial extern to Chief Judge Mark A. Barnett of the United States Court of International Trade. In 2019, Victoria graduated *magna cum laude* from Fei Tian College with a B.F.A. in Classical Dance.

KYLE D. GORDON

Kyle Gordon is an Associate with Bursor & Fisher, P.A. Kyle focuses his practice on class actions concerning data privacy and consumer protection. Kyle was a Summer Associate with Bursor & Fisher prior to joining the firm.

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Kyle received his Juris Doctor from Columbia Law School in 2023, where he was a Harlan Fiske Stone Scholar. During law school, Kyle was a Staff Editor for the Columbia Science and Technology Law Review. In 2020, Kyle graduated *summa cum laude* from New York University with a B.A. in Politics and became a member of Phi Beta Kappa. Prior to law school, Kyle interned in the Clerk's Office of the United States District Court for the District of Columbia.